

TENTATIVE AGREEMENT

SAC CITY USD ~~DRAFT REVISED PACKAGE COUNTER PROPOSAL REV #9~~ to SEIU

Articles 6, 16, and 25

~~March 11, 2026 February 18, 2026 February 13, 2026 December 4, 2025 October 15, 2025~~

~~October 9, 2025 September 25, 2025~~

Time: 3:19 pm

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The following package counter proposal addresses compensation and the remaining articles in the District's court as well as language proposals having a direct economic impact. The articles included in this package proposal are:

~~Article 3 – Union Rights (TA)~~

Article 6 – Compensation

~~Article 8 – Hours (TA)~~

~~Article 9 – Assignments (TA)~~

~~Article 11 – Vacation (TA)~~

Article 16 - Safety

~~Article 17 – Professional Growth (TA)~~

Article 25 – Duration

PACKAGE PROPOSAL

Article 6 – Compensation [Same as District's previous proposals.]

The District proposes the following salary increases:

Article 6.1 Salaries

2025-2026: Effective July 1, 2025, all SEIU salary schedules [and all salary schedule stipends] shall increase by two percent (2%), ~~calculated on the salary schedule in effect on June 30, 2025.~~

2026-2027: Effective July 1, 2026, all SEIU salary schedules [and all salary schedule stipends] shall increase by two percent (2%), based on a salary schedule that does not include the eight (8) additional work days in 2024-2025 and 2025-2026, nor the eight (8) early opening impact days.

[New] July 1, 2025, to June 30, 2027 Special Circumstances:

The Parties recognize that the ongoing use of third-party contractors to fill high-vacancy positions is not in the best interests of students, the District, or SEIU. To meet the educational and IEP needs of District students, the Parties agree, in future reopeners under Article 25, to continue negotiations to help reduce outside-contractor costs.

SEIU has indicated an intent to prioritize increasing the minimum hourly wage of employees in the following classifications:

Educational Assistant

Health Aide

Health Aide, Special Education

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Instructional Aide

IEP Designated Instructional Paraprofessional-Special Education

Instructional Aide (D/HOH)

Instructional Aide, Child Development

Instructional Aide, Computer Lab Assistant

Instructional Aide, Special Education

Because of the current fiscal distress of the District, the District agrees that during the July 1, 2025, to June 30, 2027, term of this agreement, the District agrees to confer with SEIU President and Vice President, at SEIU's request, for up to two hours twice each semester to review the District's fiscal condition. These meetings shall not count against the hours in the Bank in Article 3.

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Article 16 – Safety [Counter to SEIU 2.13.2026 Proposal]

Article 16.5 Safety Classes

16.5.1 through 16.5.3: Current Contract Language (CCL)

16.5.4 Effective July 1, 2024, the District will provide training to all employees who may be exposed to bodily harm in the performance of their job description as a result of direct contact with students/staff/other adults or due to any emergencies that may arise. Training shall include methods of managing the situation, including, but not limited to, de-escalating the situation.

[New] 16.5.4.1

The District shall provide annual mandatory classification-specific training for all Instructional Aides within the contract workday. This training shall be supplemental to any existing professional learning agreement and may shall include, but is not limited to, training that prioritizes student and staff needs and safety (examples may include deescalation, physical safety, legal protections, etc.). This training shall be ongoing and may include, but not be limited to, de-escalation, physical safety, legal protections, and include annual refreshers. SEIU may use the Committee established in [New] Article 17.7.4 to provide input on the priorities for this training. This training shall be ongoing and include annual refreshers.

16.5.5 through remainder of Article 16: Current Contract Language (CCL)

Next Page – Article 25

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Article 25 – Duration

25.0 Effect

This Agreement shall be effective after ratification by the Board and by the Union.

25.1 Signing of Agreement

This Agreement is effective on the date ratification is completed by the Board of Education of the Sacramento City Unified School District and Local 1021, of the Service Employees International Union.

25.2 Duration

This Agreement shall be effective upon ratification by the parties and shall begin on July 1, 2025, and continue through June 30, ~~2027~~ 2028. **The contract shall remain closed during this term.**

OTHER

Unless expressly provided otherwise in this proposal, this package confirms the existing TA's , and proposes current contract language shall continue without change. The District reserves the right, under the EERA, to add to, delete, or modify all proposals during the course of bargaining.

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Article 3 – Union Rights

3.1 Steward Presence

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

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

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

3.1.2 Union Representatives Release Time Bank

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

3.1.2.1 The Union Release Time bank shall not be used to limit or restrict the Union's right to meet and confer with the District, or represent employees in matters covered by Weingarten rights or Grievance meetings, or have access to new employees with the release of up to three (3) employees. The release of more than three (3) employees will require mutual agreement of the parties or be subject to the provisions of the Union Time Release Bank.

3.1.2.2 Release for employees to attend the Problem Solving/Liaison Committee outlined in article 3.9 will also not be subject to the provisions of the Union Time Release bank.

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3.1.2.3 Reasonable release time for SEIU negotiations team meetings will also not be subject to the provisions of the Union Time Release Bank.

~~This release time bank shall in no way abridge or restrict the ability of the Union to meet and confer with the District, prepare for and engage in contract negotiations, conduct New Employee Orientations, investigate and process grievances, or uphold members' Weingarten rights. Be exclusive of time used for meetings called by District administration, including, but not limited to, disciplinary meetings and meet and confers, as well as contract negotiations, formal grievance meetings, and New Employee Orientations.~~

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

3.5.1.1 New Employee Orientation Meetings

- a. "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into the SEIU bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District regardless of whether previously represented by SEIU or another unit and whose current position has placed them in the bargaining unit represented by SEIU. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the SEIU unit.
- b. The District shall notify each newly hired employee, as part of her or his onboarding, that they shall be released to attend a mandatory new employee orientation session, conducted by the District, in which the Union is granted access to the employee, without loss in compensation as set forth below:
- c. The District agrees that each newly hired employee and the Union shall have the right to shall participate in thea mandatory new employee orientation, as small as one individual, prior to or within the first fifteen (15) thirty (30) calendar days from on-the date of hire without loss in compensation.

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~~d. c.~~ Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union without loss in compensation. If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, the employee shall have the right to attend the next available scheduled orientation.

e. If a new employee does not attend the first scheduled or next new employee orientation, the new employee may be granted up to 30 minutes of release time at their work site to meet with the Union Officer, Chief Steward, Site Steward or another union representative.

b.f. Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.

~~e.g.~~ The new employee orientation session shall be held at the District Office or virtually. The Union shall elect the forum may participate, in person or virtually. The Union shall have at least thirty (30) minutes during the orientation (virtually or in person) to provide its new employee orientation. The District shall comply with the requirements of AB 119. In any forum, virtual or in person, the new employee orientation shall be offered **within the first fifteen (15) days of employment once a month.**

(District rejects this language and proposes new language in green)

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

3.5.1.10 Release Time

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

3.5.1.11 Neutrality

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

3.5.1.12 Facility and Resource Access

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

3.5.1.13 Employee Information

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

3.5.1.14 Notice of Newly Hired Employee(s)

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

3.8.6 Freedom of Political Expression

The District confirms its commitment to follow California law regarding the rights, duties, and limitations on speech and political expression of public school employees in the workplace. ~~obligations regarding freedom of The expression of personal religious, political, or social beliefs of each and every bargaining unit member is fully guaranteed and will never constitute grounds for discipline, discharge, or relief from an individual assignment unless it can be proven that: 1) the employee exposed sensitive or confidential employer information; or 2) the employee's expression of speech occurred on a platform or in a context in which the employee explicitly identified themselves as a District representative. Even in such cases where 1) or 2) are present, the employee must be shown to have violated a Board policy or provision under Article 19.2.1 of this Agreement in order to be subject to discipline.~~

3.9 Problem Solving/Liaison Committee

The parties have agreed to establish a problem solving/liason committee comprised of SEIU members and District personnel. The charge of the committee shall be to develop a process for resolving the concerns and

problems of the current contract administration and implementation. The committee shall not supplant the negotiation process.

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

1. The Director of Labor Relations
2. ~~Two (2)~~ **Four (4)** members designated by the Superintendent or designee
3. Four (4) bargaining unit members
4. ~~One (1)~~ **Two (2)** nonvoting Union representatives

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

3.10 During regular meetings of the Board of Trustees, the Union shall be given no less speaking time during the Employee Organization Reports section of the agenda than any other bargaining units within the District. The topic(s) to be included under this category shall be submitted at the Superintendent's office not later than the Tuesday noon preceding the Board meeting.

3.11 ~~SANCTUARY STATUS AND TRAINING~~

~~In order to protect community members of all immigration statuses in our communities who are targeted for repression by the Federal Government, the District has adopted Safe Haven district policies (Resolutions 2915 and 2980) in line with Sacramento's status as a Sanctuary City and the California Values Act, SB54, which establishes California as a Sanctuary State.~~

~~To ensure that the Board's policies are followed appropriately, all classified employees will receive training on paid time on these sanctuary policies and will be advised that they have a right not to comply with any requests or direction from federal immigration agents except as required by law.~~

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October 15, 2025

**Counterproposal from SEIU Local 1021
To Sacramento City Unified School District
Article 8 - WORKDAY**

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8 Workday

8.1 Definition

A workday begins at 12:01 a.m. and ends at 12:00 midnight except for custodians and special officers where a workday begins at the starting time which the District assigns to an employee and ends twenty-four (24) hours later.

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8.1.1 Full-Time Employees

The basic workday for full-time employees shall be eight (8) hours within a twenty-four (24) hour period.

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8.1.2 Part-Time Employees

Employees who are scheduled for less than eight (8) hours per day or less than forty (40) hours per week in a five (5) consecutive day period are part time.

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8.1.3 Schedules

The hours of the workday and workweek shall be designated by the District for each classified employee. **All schedules shall be in quarter-hour increments.**

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~~Effective July 1, 2025, all employee schedules shall be adjusted to the next highest quarter hour so that no reduction of assignment occurs. Employees who have their schedules adjusted under this section shall retain their original hire date for purposes of calculating seniority.~~

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For purposes of seniority and for bumping rights, all positions shall be grouped by rounding to the nearest quarter hour. For example, a two-hour-and-five-minute (2-hour-and-5-minute) position shall be considered a two-hour (2-hour) position when determining seniority and for bumping rights.

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8.1.4 Additional Hours - Compensation

If an employee is required to begin work or continue work after his/her regularly scheduled work period or to take work home, such time shall be compensated for at the appropriate rate of pay, which shall include professional growth units.

8.2 Additional Hours

Part-time bargaining unit employees shall be granted additional hours which become available within a school or administrative unit if they are incumbents in the classification represented by the additional hours provided their last evaluation on file is average or above average. If the part-time employee has no evaluation on file then the employee shall be treated as if his/her evaluation was average for purposes of this section. If there is more than one eligible part-time employee at the school or administrative unit, then the extra hours shall be assigned to the most senior employee using date of hire in the classification. Any employee who is assigned for less than four hours will be considered only if the school or site has budgeted specific funds for a four-hour, or more, employee.

8.2.1 If there is more than one eligible part-time employee, the site administrator shall give written notice to each eligible part-time employees at school or administrative unit where the additional temporary or permanent hours are available. Notice shall be mailed to each absent employee.

The notice shall state the procedure for requesting the additional hours which shall include each interested part-time employee submitting a written request within five (5) working days of the notice indicating his/her intent to be considered for the additional hours. If no eligible employee provides a timely written request for the additional hours the District may fill the additional hours in accordance with the provisions of this Agreement.

8.3 Workweek

8.3.1 Definition

A workweek begins at 12:01 a.m. Monday and ends at 12:00 midnight on the following Sunday except for custodians and special officers where a workweek begins at the starting time which the District assigns to an employee on his/her initial workday each week and ends 168 hours later.

8.3.2 Basic Workweek

The basic workweek for full-time workers shall consist of five (5) consecutive days of work (usually Monday through Friday) and two (2) consecutive days off(usually Saturday and Sunday).

8.3.3 Security Officers, ~~Police Officers, Computer Operators~~ and Bus Drivers.

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October 15, 2025

8.3.3.1 Security Officers shall work an irregular workweek including weekends, holidays and other days as assigned by the District.

~~**8.3.3.2** Computer operators shall have a workweek consisting of five (5) consecutive days, forty (40) hours per week with two (2) consecutive days off, which may rotate.~~

8.3.3.3 Bus drivers, bus attendants, and instructional aides may be assigned a split shift.

8.3.3.4 All weekend-holiday security officers shall work a schedule of approximately six (6) months per year including all weekends and holidays which include certain Board-granted holidays of approximately 115 days of service.

8.3.3.5 Those probationary or permanent classified employees whose schedules must be adjusted in order to implement Collaborative Time Model may have an adjustable work schedule during the week to support the structure of the District's implementation of Collaborative Time starting the 2016-17 school year and beyond. For example, an employee's work day may be extended during the week to allow for an early release on collaborative Thursdays that same week. No affected employee shall experience a reduction in total hours per week, nor shall any affected employee be compelled to take a longer lunch break or accept a split shift.

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Article 9 – Assignments

(All other sections previously agreed to by both Parties)

9.15.3.1 A food service worker who works an average of fifteen (15) minutes or more per day (per diem pay) in excess of a regular part-time assignment for anytime, at any site, for a period of fifteen (15) consecutive working days or more in a fiscal year thirty (30) working day period (excluding holidays) shall have their regular assignment changed to reflect the longer hours in order to acquire vacation and sick leave benefits on a pro rata basis. The additional time added to the regular assignment shall reflect the lowest consistent number of extra minutes worked during the qualifying period. This provision does not apply to extra time worked beyond their regular assignment to work out of class.

Food Service workers covering for an employee on an approved leave of absence of more than fifteen (15) consecutive working days will also be exempt from this provision, provided the District shares the information of such occurrences with SEIU on a mutually agreed upon form. If SEIU has any concerns regarding a Food Service worker working additional hours to cover for an employee on an approved leave of absence, the District agrees to meet and discuss a resolution.

This provision will apply to Food Service workers in lieu of the provisions of 9.15.3. This provision will be effective beginning with the 2026-27 school year.

October 9, 2025

**Proposal from SEIU Local 1021
To Sacramento City Unified School District
Article 11 - VACATIONS**

11.2 Pay for Earned Vacation

11.2.1 Employees earn vacation pay at the range and step of straight time pay for the position to which the employee is regularly assigned at the time the vacation is commenced, including shift differential, professional growth credits, and longevity steps.

11.2.2 Upon separation from service the employee shall be entitled to lump-sum compensation for all earned and unused vacation.

11.2.3 Employees with accumulated vacation shall be allowed to cash out up to a maximum of ~~eight (8) twenty (20) twelve (12) ten (10)~~ days each year. Employees desiring to cash out vacation may do so by providing written notification to the Payroll Department sixty (60) days in advance and may cash out twice each fiscal year. **Beginning July 1, 2026, employees shall be allowed to cash out up to a maximum of twelve (12) days each year.**

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SAC CITY USD COUNTER #1
Article 12 – Leaves
April 29, 2025
Time: _____

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12.2 Sick Leave for Personal Illness

12.2.1 Sick leave is earned by all probationary and permanent employees at the rate of one (1) day for each calendar month of service, with an annual maximum of twelve (12) days. However, no employee who works an entire school year shall receive less than ten (10) days sick leave per year. A school year is defined as that period of time in which students must be in school. A calendar month of service shall be defined as no less than seventy-five per cent (75%) of the required working days of any calendar month for an employee.

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12.2.2 The number of days of sick leave a classified employee is eligible to earn during a fiscal year shall be available to them at any time during the fiscal year. However, a new employee shall not be eligible to take more than one-half (1/2) of the number of days of sick leave earnable in that year until they have completed six (6) months of active service with the District.

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12.2.3 Any employee who leaves the service of the District, after having used more sick leave days than have been earned, shall have a deduction made in the salary due for each excess day. In case no salary is due, such employee at the time of termination of service shall be billed for repayment of pay received for unearned sick leave.

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12.2.4 Sick leave may be accumulated from year to year without limit.

12.2.5 Upon retirement, unused sick leave shall be counted in computing retirement benefits according to Public Employees Retirement System regulations.

12.2.6 An employee, while on unpaid leave of absence, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the leave.

12.2.7 In case an employee severs all official connection with the District and is re-employed within thirty-nine (39) months of termination, all unused sick leave credits on file at the close of the prior employment period shall be reinstated.

SAC CITY USD COUNTER #1
Article 12 – Leaves
April 29, 2025
Time: _____

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12.2.8 For personal illness absence of any employee exceeding seven (7) consecutive workdays, a physician's statement verifying the illness shall be provided by the employee in addition to providing notice of such illness as provided for in 12.2.12. For extended illness absence, a physician's written statement relative to necessity for continued absence is required.

12.2.9 Nothing shall prevent the superintendent or the Chief Personnel Officer, or any member of the superintendent's cabinet, from requiring a doctor's verification as to the employee's claimed illness in any situation in which there is reasonable cause to believe that no valid grounds exist for the employee's claim for sick leave.

12.2.10 A classified employee shall once a year be credited with a total of not less than 100 working days of sick leave, including days to which they are entitled under 12.2.1, and 12.2.4 above. Such days of paid sick leave in addition to those allowed under 12.2.1, and 12.2.4 above, shall be compensated at fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacations, or compensating time to which the employee is entitled; but no half-pay sick leave shall be allowed until full-pay sick leave has been exhausted. Sick leave earned in accordance with 12.2.1 shall run concurrently with the 100 working days of sick leave of this section. For example, if an employee has accumulated twenty-five (25) days of sick leave earned under 12.2.1, they shall be entitled to (after their full paid sick leave has been exhausted) seventy-five (75) working days of sick leave compensated at fifty percent (50%) of the employee's regular salary.

For an employee on approved extended medical leave, the employee may request to use available paid vacation time, to keep the employee in full-paid status at the rate of fifty percent (50%) per day of absence, or one-hundred percent (100%) per day for absences beyond 100 working days of sick leave. The request shall be made at the time the extended medical leave is requested.

12.2.11 An employee may use sick leave for medical/dental appointments in

SAC CITY USD COUNTER #1

Article 12 – Leaves

April 29, 2025

Time: _____

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increments of one (1) hour or more. The portion of sick leave used shall only cover the amount of time the employee was actually absent from ~~his/her~~ their worksite for the appointment unless a substitute has been retained.

12.2.12 Except as provided in 12.3.1, an employee must notify the District in a manner determined by the site administrator of any absence due to illness or injury at least one hour before the scheduled work day on the day that each absence occurs, unless the employee has already provided notice for that work day(s) or unless the employee is on an attendance control plan.

12.2.13 All nine, ten and eleven month permanent employees who work temporarily or, on a per diem payroll during the summer or intercession shall be able to utilize one (1) paid day of sick leave during the summer or intercession, per school year.

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SCUSD Counter Proposal
Article 17 – Professional Development
January 14, 2026
Time: _____

**Proposal from SCUSD
To SEIU Local 1021
Article 17 – Professional Development Growth Program**

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All other sections of this Article previously agreed to by the Parties.

17.7.4 Professional Learning

17.7.4 Professional Learning

In order to address **the additional professional learning of up to 8 hours**, the Parties agree to form a committee that will meet to discuss and recommend implementation of a professional learning framework for SEIU employees to be effective beginning the 2026-27 school year **schedule, including for the addition or inclusion of this time up to 8-24 hours** for employees represented by SEIU to the who are assigned to a 10 and/or an 11 month work calendar. This professional learning time will be compensated at the employees' hourly rate. **For 12-month employees, the additional Professional Learning is anticipated to occur within the regular workday.**

The committee shall be no more than 20 members, half (1/2) to be selected by SEIU leadership, and half (1/2) to be selected by the District. The committee will, by March 1, 2026, and annually thereafter, determine the training modules, and recommend the final schedule for the training(s). ~~provide a recommendation for the parties to negotiate and determine final language.~~

At minimum, the committee will consider:

- A schedule that accommodates the many calendars and salary schedules of the bargaining unit;
- The variety of different skills-specific trainings that are relevant across myriad classifications; and
- The District already provides for time, coverage, and/or compensation for employees to complete mandatory trainings.

9/25/25



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TA Article 19 – Disciplinary Procedures

SEIU Counter to SCUSD
Article 19 – Disciplinary Procedures
September 25, 2025
Time: _____

19.0 Permanent Employees

19.1 Action

Permanent classified employees shall be subject to disciplinary action (e.g., may include transfer, suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board of Education's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

19.2. Cause

- a. **19.2.1** In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for disciplinary action against a permanent classified employee: Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other school District records.
- b. Unsatisfactory Performance/Inefficiency.
- c. Abandonment.
- d. Insubordination.
- e. Dishonesty.
- f. Theft.
- g. Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with them.
- h. Possessing or being under the influence of a controlled substance (other than a prescribed medication) at work or away from work, or furnishing a controlled substance to a minor or any other employee.

- 11/11
- i. Conviction of a felony, a misdemeanor, or conviction of any sex or drug offense made relevant by provisions of law which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of their position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere (defined to mean "I will not contest it" -- a plea in a criminal case which has a similar legal effect as pleading guilty) is deemed to be a conviction for this purpose.
 - j. Absence without leave or excessive absences and/or repeated tardiness without authority or sufficient reason.
 - k. Improper political activity (e.g., Education Code §7055, Government Code §1028.)
 - l. Disobedience.
 - m. Misuse or unauthorized use of District property.
 - n. Violation of District board, or departmental rule, policy, or procedure.
 - o. Violation of, or refusal to obey policies and/or administrative regulations implementing the District drug and alcohol testing programs, if any.
 - p. Violation of, or refusal to obey policies and/or administrative regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991.
 - q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
 - r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with their employment.
 - s. A physical or mental impairment which precludes the employee from proper performance of their duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law (e.g., Americans with Disabilities Act) regulating the retirement of employees.

- t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, marital status, sex, age or other legally protected group against the public or other employee(s) while acting in the capacity of a District employee.
- u. Unlawful retaliation against any District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- v. Any conduct or act either during or outside of duty hours that adversely affects or impacts the District or the employment of the employee (e.g., immoral conduct, discourteous and/or unprofessional treatment of the public, students, or other employees).

19.2.2 Except as defined in item [s] above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two ~~four~~ (4) years before the date of the filing of Notice of Proposed Disciplinary Action unless this cause was concealed or not disclosed by the employee which it could be reasonably assumed that the employee would have disclosed the facts to the District

19.2.3 The District must issue a Notice of Proposed Disciplinary Action within 60 days, unless mutually agreed to be extended, of the date the ~~District Human Resources Department~~ concluded its investigation was notified of the act, occurrence, event or circumstance alleged to constitute cause for disciplinary action against the employee. which may be extended by ninety (90) calendar days when deemed necessary by the District. The District may extend this timeline by ~~forty-five (45) sixty (60) thirty (30)~~ calendar days, via notification to the Union, when extenuating circumstances arise.

19.3 Notice of Proposed Disciplinary Action

19.3.1 The Superintendent or designee may initiate a disciplinary action against a permanent classified employee

19.3.2 A Notice of Proposed Disciplinary Action shall be served upon the employee either personally or by registered or certified mail, return receipt requested, or at the employee's last known address, and personal email if the employee's current email address is on file in the Human Resources Department. The Notice shall include: A statement of the nature of the

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disciplinary action (e.g., transfer, suspension without pay, demotion, reduction of pay step in class, or dismissal);

- a. A statement of the cause or causes for the disciplinary action as set forth above;
- b. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the Notice;
- c. A statement indicating the employee's right to a pre-disciplinary meeting; and
- d. The date, time, and location where the pre-disciplinary meeting will occur.

19.3.3 A copy of the classified employee disciplinary procedure shall also be included with the Notice. The Union shall be notified, by separate notice, that a bargaining unit member has been notified of proposed disciplinary action and that a pre-disciplinary meeting has been scheduled.

19.4 Pre-Disciplinary Meeting

19.4.1 The pre-disciplinary meeting allows the classified permanent employee an informal opportunity to respond either orally or in writing to the allegations stated in the Notice of Proposed Disciplinary Action. The employee shall be allowed to bring a Union representative to the pre-disciplinary meeting. It is the employee's responsibility to arrange for Union representation. The pre-disciplinary meeting shall be conducted by the Superintendent's designee. The designee shall be a person who is not in the same department or unit as the person who has conducted the investigation forming the basis of the pre-disciplinary action and/or who has made the initial recommendation for disciplinary action. 19.4.1.1 The pre-disciplinary meeting may be tape recorded with mutual agreement of the parties.

19.4.2 The Superintendent's designee conducting the pre-disciplinary meeting shall consider the employee's response, if any, and within ~~fifteen (15)~~ **ten (10) work calendar days** following the pre-disciplinary meeting issue a written recommendation regarding the proposed disciplinary action. If disciplinary action is warranted the Superintendent's designee shall determine the level of discipline and serve on the employee a Notice of Disciplinary Action as set forth below.

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(SEIU Reasserts)

19.4.3 If the Notice of Disciplinary Action is a suspension without pay for three (3) days or less the disciplinary action shall be effective the day of service of the Notice, or at a date determined by the District. All other disciplinary actions shall be effective as determined by the District after a waiver of a disciplinary hearing, agreement by the District and the employee, or after a hearing as outlined below.

19.5 Notice of Disciplinary Action

19.5.1 A Notice of Disciplinary Action shall be served upon the employee either personally or by registered or certified mail, return receipt requested, or at the employee's last known address, **and personal email if the employee's current email address is on file in the Human Resources Department.** The Notice shall include:

- a. A statement of the nature of the disciplinary action (e.g., transfer, suspension without pay, demotion, reduction of pay step in class, or dismissal);
- b. A statement of the cause or causes for the disciplinary action, as set forth above;
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the Notice;
- d. A statement of the employee's right to a hearing (as outlined below) and the time within which a hearing must be requested; and
- e. A "Hearing Request Form," the timely signing and filing of which shall constitute a request for a hearing and a denial of all charges.

19.5.2 A copy of the classified employee disciplinary procedure shall be attached to the Notice. The Union will be notified, by separate notice, that the District intends to take disciplinary action against a bargaining unit member.

19.6 Mediation

19.6.1 Effective July 1, 2003, the Mediation process will be implemented into the disciplinary process.

19.6.2 The Mediation procedure of the discipline process will be used if a settlement is not reached during the pre-disciplinary meeting as outlined in Article

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19.4. The mediation procedure will take place prior to the formal hearing outlined in Article 19.12.

19.6.3 The State Mediation and Conciliation service shall be utilized for Mediation services and any and all costs shall be borne equally by the parties.

19.6.4 Upon written request by the Union or the member, to the Human Resources Office within seven (7) calendar days after service of the Notice of Disciplinary Action, the District shall notify the State Mediation and Conciliation Service for Mediation services.

19.6.5 The Mediation procedure is in addition to, not in lieu of the formal hearing process that is currently outlined in Article 19 - Disciplinary Procedures, and Mediation does not extend the disciplinary time lines, including the time to request a hearing, unless mutually agreed to in writing and approved by the Superintendent or Superintendent's designee.

19.6.5.1 The Mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. However, the parties are free to take notes during the mediation. All persons involved in the events giving rise to the proposed discipline should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation.

19.6.5.2 The primary effort of the mediator shall be to assist the parties in settling the proposed disciplinary action in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party and issuing a mediator's advisory opinion. If the proposed disciplinary action is not settled, the formal hearing process may be invoked in accordance with Article 19 - Disciplinary Procedures of the District / Union CBA.

19.6.5.3 No offers of settlement by either party or any mediator's advisory opinion, if issued, can be used in any other proceeding.

19.7 Request for Hearing

19.7.1 ~~No less than seven (7) calendar days~~ After service of the Notice of Disciplinary Action described above, the employee may request a hearing by signing and filing the "Hearing Request Form" included in the Notice of Disciplinary Action. Any other written document requesting a hearing, signed and appropriated filed by the employee within the specified time limit, shall also constitute a sufficient

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request for a hearing and denial of all charges. A request for a hearing will be considered appropriately filed only when it is:

Postmarked or received by Human Resources, or other office designated in the Notice, on or before the seventh (7th) calendar day after service of the Notice of Disciplinary Action.

19.7.2 If the employee fails to file a request for a hearing within the time specified above, they shall be deemed to have completely waived their right to a hearing, and the Board may order the disciplinary action into effect immediately.

19.8 Employment Status Pending Appeal or Waiver

19.8.1 Except as provided herein pursuant to law, any employee against whom a Notice of Proposed Disciplinary Action or Notice of Disciplinary Action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending their appeal or waiver thereof.

19.9 Administrative Leave 19.9.1 A classified employee may be placed, by the Superintendent or designee, on administrative leave from duty with pay pending an Investigation and determination of whether discipline should be invoked against the employee.

19.10 Suspension Without Pay

19.10.1

A classified employee who timely requests a hearing on charges against the employee may be suspended without pay if **an impartial third-party hearing officer subsequently finds as part of the hearing that at the time discipline was imposed** the employer demonstrated by a preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the district's policies or regulation, or such other grounds as set by law.

19.10.2 Suspension without pay may be ordered by the Superintendent or designee only after the employee has been orally notified of the reasons and has been provided an opportunity to orally respond.

19.11 Compulsory Leave

19.11.1 Any classified employee charged with the commission of any sex offense as defined in, but not limited to, Education Code section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code section 44011, may be placed upon compulsory leave of absence without pay and benefits pending

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a final disposition of such charges pursuant to Education Code section 45304.

19.12 Hearing Procedures

19.12.1 All hearings shall be heard by a hearing officer from the list provided by the California State Mediation and Conciliation Services, except in those cases where the Board determines to hear the matter itself. The District shall pay all hearing officer costs and fees. The employee's representative and the representative from the Human Resources Office shall alternatively strike names from the list provided by the State Mediation and Conciliation Services until one name remains.

19.12.2 The hearing shall be held at the earliest date possible, taking into consideration the availability of counsel and witnesses; provided, however, that no hearing shall be held less than five (5) calendar days **from the date the appeal form was filed**. The hearing officers shall be contacted and advised it is the preference of the parties to schedule a hearing within thirty (30) calendar days. The parties shall be provided written notification of the time and place of hearing.

19.12.3 At any time before Disciplinary Action has been submitted to the Board or to a hearing officer for decision, the District may, with the consent of the Board or hearing officer, serve upon the employee an amended or supplemental Notice of Disciplinary Action.

If the amended or supplemental Notice of Disciplinary Action presents new causes or allegations, the employee shall be afforded a reasonable time to prepare their defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

19.12.4 Employees shall be entitled to appear personally produce evidence, have counsel at his or her own expense, testify under oath compel the attendance of other employees to testify at the hearing, cross-examine witnesses and argue their case. The procedure entitled "Administrative Adjudication" commencing with Government Code section 11500, shall not apply to any such hearing before a hearing officer or the Governing Board. Neither the Board nor the hearing officer shall be bound by rules of evidence used in California Courts, however, the evidence relied upon should be reliable. The rules of privileges and or official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence

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furnished to each party within twenty (20) working days after the close of hearing.

19.12.9 Upon receipt of the proposed decision from the hearing officer the board may, to the extent permissible by law:

- a. Adopt the proposed decision in part, thereby rejecting other parts;
- b. Modify the proposed disciplinary action and/or proposed decision; or
- c. Reject the proposed decision in its entirety.

19.12.10 The decision of the Governing Board shall be in writing and shall contain findings of fact and the disciplinary action, if any. If fully adopted, the hearing officer's findings will serve as the Board's findings. The findings may reiterate, and/or make reference to, the language of the recommendation for disciplinary action in which case they will be incorporated by reference. A copy of the decision shall be delivered to the classified permanent employee and/or their designated representative personally or by registered mail or certified mail, return receipt requested, at the employee's last known address on file with the District.

19.12.11 The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. The decision of the Governing Board shall be final.

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Counterproposal from SCUSD
To the Service Employees International Union local 1021
Appendix G – CATASTROPHIC SICK LEAVE BANK

A. ~~The purpose of the Catastrophic Sick Leave Bank ("Bank") is to create a bank of donated sick leave days which may be used by unit members who are permanent employees suffering from a catastrophic illness or injury. The establishment of this Bank replaces the previous catastrophic leave practice agreed to by the parties. Catastrophic Sick Leave shall be used to assist an eligible employee in the event the employee or the employee's spouse, domestic partner, parent, step-parent, foster parent, child, step-child, or foster child suffers a severe, incapacitating illness or injury which is expected to continue for an extended period of time which prevents the employee from performing their duties. The employee shall be provided with voluntary donations from other eligible classified employees within the bargaining unit, for the purpose of continuing income due to the exhaustion of all accumulated leave. The continuance of income to the employee is predicated on the amount of contributions by eligible classified employees within the bargaining unit.~~

B. ~~Catastrophic illness or injury is defined to mean a severe, incapacitating illness or injury to the employee which is expected to continue for an extended period of time which prevents the unit member who is a permanent employee from performing his/her duties.~~

C. ~~Membership in and use of the Bank~~

1. ~~The unit member who wishes to participate in the Bank must donate a minimum of one full sick leave day based on regular assignment hours worked to the Bank. The designated donation period shall occur on August 1 through October 31 annually. After 15 years of consecutive annual donations, the employee will no longer be required to make further donations to be recognized as a vested member of the catastrophic leave bank.~~

2. ~~In order for an employee to be eligible for catastrophic leave, they must have made a donation to the Bank during the donation period for that school year as outlined above.~~

3. ~~Donations to the Bank are irrevocable and may not be designated for the use of any specific participant.~~

4. ~~To request donations use the Bank, a unit member must provide a doctor's note indicating the time period being requested, have exhausted all paid leaves including worker's compensation leave, except extended sick leave (100 half days). Donated catastrophic leave will run concurrently with extended sick leave. If catastrophic sick leave extends into a new fiscal~~

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year, newly granted sick leave days must be exhausted prior to resuming the use of the catastrophic sick leave bank. ~~One day of granted sick leave must be donated to the bank to continue eligibility into the new fiscal year.~~ There shall be no break in pay.

~~5. The Associate Superintendent, Human Resources or designee and the Staff Manager, SEIU or designee will develop the procedure whereby a unit member applies for use of catastrophic sick leave days.~~

6. The Associate Superintendent, **Chief Human Resources Services Officer** or designee and the Staff Manager, SEIU or designee will develop the form to be used by unit members to contribute to and apply for use of the ~~Bank~~ **Catastrophic Sick Leave**.

7. **Within five (5) business days of submission of the completed form**, individual MOUs for each member requesting Catastrophic Sick Leave will be signed by the District and the Union indicating the total calculated hours requested based on the doctor's note provided.

8. Once the MOU has been signed the District will accept donations of sick leave from other SEIU bargaining unit members within a window of ten (10) business days, or more time by mutual agreement of the parties.

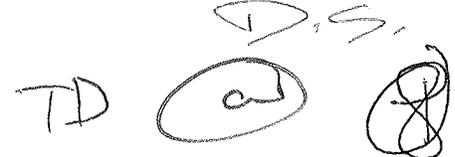
~~7. The Associate Superintendent, Human Resources or designee and the Staff Manager, SEIU or designee will develop the procedure for replenishing the Catastrophic Leave Bank should it be depleted prior to the annual donation date.~~

~~8. The Associate Superintendent, Human Resources or designee shall grant or deny all requests for use of the Bank. If the application is denied, the Associate Superintendent, Human Resources or designee and the Staff Manager, SEIU or designee will discuss the reason for denial.~~

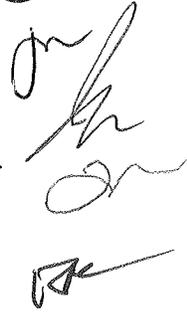
D. General Provisions

1. Days ~~from the Bank~~ shall be authorized ~~on a first come, first serve basis~~ **in the order donated** (date stamped received by Human Resources). ~~Applicants~~ **Members** may annually request the use of up to sixty (60) full salary, sick leave days that have been donated ~~to the Bank~~. Upon full use, an additional twenty (20) days may be requested for a maximum of eighty (80) days to be used per catastrophic illness or injury.

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2. ~~Days may only be used by an employee who, per medical verification, is incapacitated by a catastrophic illness or injury.~~ Unused **donated** catastrophic sick leave days granted will be returned to the **donor Bank**. Unit members will be compensated at their current FTE assignment* ~~regular assignment hours**.~~ **Unit members will be compensated at their current* work calendar.** Unit members will be compensated at their current* ~~rate of pay for each catastrophic sick leave day used.~~ **Total unused bank time will roll over from year to year.**



*Current is defined as "in effect when application for Catastrophic Leave is received by Human Resources".

~~**Includes definition in 9.15.3 (Temporary Changes in Work Schedules for Part Time Employees).~~

3. Unit members on worker's comp leave and receiving compensation under Worker's Compensation provisions shall not be eligible to ~~withdraw days from the Bank~~ **receive donations** until exhausting all such benefits. **Unit members receiving long-term disability payments shall be eligible only for that portion of paid time not covered by long-term disability.**

4. Upon an approval by CalPERS of retirement disability payments, the unit member's eligibility for withdrawal of days ~~from the Bank~~ shall cease.

~~E. The provisions of this section which relate to the application process and the approval of requests for catastrophic sick leave days shall not be subject to the grievance procedures established in this agreement.~~

Intent: ~~Sections C4 and O2.~~ For example, if an employee has 60 days of their 100 half days available, they could use those 60 days in conjunction with 60 half Catastrophic Leave days to give them full salary for 60 days. This will use 30 full days of Catastrophic Leave days, leaving the employee with a balance of 30 Catastrophic Leave days.

~~Committee Members: Shelly Hiibel, Archie Johnson, Wendy Smelosky,~~

~~Marianne Clemmens, Patty Hagemeyer, Ron Hill~~



5/14/25

