

A G R E E M E N T

between the

**SAN RAMON VALLEY
UNIFIED SCHOOL DISTRICT**



and the

**SERVICE EMPLOYEES
INTERNATIONAL UNION
(SEIU)**



2021 - 2024

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ARTICLE I

AGREEMENT

This agreement is made between the San Ramon Valley Unified School District (“District”) Service Employees International Union, Local 1021 (“Union”).

ARTICLE II

RECOGNITION

The District recognizes the Union as the exclusive representative for classified employees as follows:

WAREHOUSE, MAINTENANCE, GROUNDS, CUSTODIAL, TRANSPORTATION

- A. Including: Bus Driver Instructor/Safety Officer, Custodian, Environmental Health & Safety Specialist, Groundskeeper, Head Custodian-Elementary School, Head Custodian-High School, Head Custodian-Middle School, HVAC-R Specialist, Irrigation Specialist, Lead Groundskeeper, Lead Mechanic, Lead Warehouse Worker, Maintenance Carpenter, Maintenance Electrician, Maintenance General, Maintenance Heavy Equipment Operator, Maintenance Lead, Maintenance Locksmith, Maintenance Low Voltage/Electrician, Maintenance Painter, Maintenance Plumber, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Maintenance Worker III-Heavy Equipment Operator, Mechanic, Pest Control Specialist, Preventative Maintenance Technician, Refuse Collector/Truck Driver, School Bus Driver, School Bus Driver/Delegated Behind the Wheel Trainer, Transportation Dispatcher, Transportation Lead, Transportation Vehicle Driver, Warehouse Worker/Delivery Driver, Warehouse Worker/Delivery Driver-Child Nutrition.
- B. Excluding: All Management employees as designated by the District, all Confidential and Supervisory employees, Restricted, Short-term and Substitute employees, Noon Duty Supervisors, all certificated employees, and all employees designated in California School Employees Association, Chapter #65, Units II and III.

ARTICLE III

UNION SECURITY

- A. General Provisions
 - 1. The Union certifies that it has and will maintain individual employee authorizations for the payroll deduction of Union dues.
 - 2. The District shall provide an application and organizational materials for Union membership to all new employees upon their hire in the District.
 - 3. The District shall provide to the Union the Classified Personnel Changes document that accompanies each Board Meeting’s Agenda.
 - 4. The Union shall indemnify and hold harmless the District and its Board members, officers, agents and employees, individually and collectively, from and against any and all claims, costs,

suits, losses, demands, actions, judgments, damages, attorneys' fees, liability, and proceeding of any nature, arising out of or related in any way to the provisions of this Article.

B. Dues & Other Union-Sponsored Payroll Deductions

1. All current employees who are members of the Union shall continue to have dues, COPE, and other union-sponsored payroll deductions deducted by the District through payroll deduction unless the District is notified otherwise in writing by the Union.
2. The Union shall provide the District with written notification of all new employees for whom Union dues, COPE, and other union-sponsored payroll deductions are to be withheld.
3. Upon written notification by the Union to the District, the District shall initiate or discontinue the payroll deduction of Union dues and other union-sponsored payroll deductions for an employee effective with the first pay period after the District receives notification of the authorization.
4. The District shall transmit dues and other union-sponsored payroll deductions to the Union no later than thirty (30) days after deduction from the employee's earnings occurs. The District shall provide the Union with a report which includes the names of all union members and the amount deducted from the payroll warrant of each member when such deductions are transmitted to the Union.
5. Employee requests to authorize dues/other deduction(s) or requests to change status regarding such deductions shall be directed by the District to the Union.
6. The Union will not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

C. Protection from Interruption and Contact by Third Parties

1. The District and Union mutually agree that members have a reasonable expectation to work in an environment that is free from unwanted harassment, solicitation, and contact from third parties. The District will undertake reasonable efforts to provide such working environment to bargaining unit members.
2. The District shall notify the Union of any third party requests it receives for information about bargaining unit members prior to providing the information sought by the requesting party.
3. The District shall limit the disclosure of information about bargaining unit members to third parties to that which is required by law.

ARTICLE IV

HOURS

- A. Standard Work Week: Full time for classified employees is forty hours per week. The District shall establish a 4/10 workweek for mutually selected positions, work sites and calendar dates.

B. Lunch Period:

1. Full-time employees shall receive a duty-free thirty-minute lunch period, to be scheduled by the District at or about the midpoint of the employee's work shift. The eight-hour shift excludes the lunch period and includes rest periods. For those sites where there is only one (1) custodian on duty during a swing or night shift, the custodian will be given a paid lunch in recognition of the necessity that they stay on-site during their lunch.
2. The lunch hour for maintenance, grounds, and transportation employees may be changed pursuant to the following conditions:

At the initiative of the employee or the District, the employee and the immediate supervisor may arrange for a duty-free one-hour lunch period and adjust the workday accordingly. If the District determines that an employee is exceeding the thirty (30) minute duty-free lunch, the District may request the employee to extend the lunch period to one (1) hour and adjust the workday accordingly.

- C. Rest Periods: Employees shall have one rest period of fifteen (15) minutes within each period of four (4) hours or major fraction thereof (a six (6) hour shift is entitled to one (1) rest period). Timing of the rest period may be adjusted by the employee's supervisor.
- D. Minimum Call-In Or Call-Back Time: A regular employee called in to work on a day when he/she is not scheduled to work, or called back to work after completion of his/her regular assignment, shall be paid a minimum of two (2) hours' pay for such work. If an employee is called back to a different site within two (2) hours of a previous call back, he/she shall be paid an additional minimum of two (2) hours' pay for such additional work.
- E. Release Time for In-Service Training: The District shall provide a minimum of four (4) hours of paid large group in service training for custodians annually. The in service shall include but not necessarily be limited to child abuse regulations, hazardous materials use and storage and disciplinary guidelines. The District shall develop an ongoing classified employees' in-service training program for other represented classifications.
- F. Flexible Work Hours: The district shall consider employee requests for flexible scheduling in good faith. Such requests shall not be unreasonably denied. The employee may request and receive reasons for requests which are denied.
- G. Employees whose shifts are permanently changed by the District shall be informed at least ten (10) workdays in advance of the effective date of the change. Such change may be implemented in less than ten (10) workdays upon mutual agreement of the affected employee and the District.

ARTICLE V

OVERTIME

- A. Overtime Compensation: all work performed in excess of eight (8) hours in a day or forty (40) hours in a work week shall be deemed overtime and shall be compensated at the overtime rate of one and one-half (1 ½) times the regular rate of pay. If an employee is assigned a four (4) day workweek, all work performed in excess of ten (10) hours a day shall be deemed overtime. Planned overtime shall be distributed per site/department as equally as possible, normally on a voluntary, rotational basis among all qualified employees within the classification. The initial

list for assigning planned overtime shall be established by class seniority. Reasonable effort shall be made to notify the employee in advance of planned overtime. The District and the Union shall agree on the method for assignment of emergency overtime. The record of overtime shall be available at the site/department. Overtime hours' allocation shall be posted and regularly updated for the Maintenance and Grounds Division.

- B. Extended Work Week: Any employee working four (4) hours or more per day for the five (5) consecutive days of their designated work week shall be compensated at one and one-half (1 ½) the regular rate of pay for all hours worked on the sixth (6th) day in the same seven (7) day period and at double the regular rate of pay for all hours worked on the seventh day in the same seven (7) day period.
- C. Holidays: All hours worked on holidays designated by this agreement shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay in addition to the regular pay received for the holiday.
- D. Prior Approval: Prior approval for overtime must be granted by the Program Supervisor.
- E. Compensatory Time: The method of compensation, i.e., pay or compensatory time, shall be determined at the time of the request for overtime. The employee may accept or refuse the overtime request except in the event of an emergency. The district must offer overtime pay for mandatory overtime.
- F. Non-District Facility Users – Custodians: If District employees are funded by facility users then employees shall be compensated for overtime by overtime pay. If the emergency overtime is necessitated by a non-district facility user who fails to leave the facility at the scheduled time, the employee shall be compensated as follows:
 - 1. For the first fifteen (15) minutes or portion thereof of overtime – one and one-half (1-1/2) hours pay.
 - 2. For each additional fifteen (15) minutes or portion thereof of overtime – one (1) hour pay.

The employee has the responsibility to file a written report for each incident necessitating such payment.

ARTICLE VI

LEAVES

- A. Prior Approval: All employees shall submit a Request for Leave of Absence to their immediate supervisor at least 72 hours in advance, except in an emergency. Site supervisors will review and recommend/deny request and submit form to the Program Supervisor. Approval for leaves is at the Program Supervisor level.
- B. Leave Of Absence For Illness Or Injury
 - 1. Full Time Employees: An employee employed forty (40) hours a week shall be granted ninety-six (96) hours leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service.

2. School Term Employees: An employee, employed forty (40) hours a week, who is employed for less than a full school year, is entitled to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
 3. Part Time Employees: An employee employed less than forty (40) hours per week shall be entitled, for a school year of service, to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of days he/she is employed per week bear to five (5). When such persons are employed for less than a full school 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. Fiscal Year Advance: At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. 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.
 5. New Employees: A new employee of the District shall not be eligible to take more than six (6) days of paid leave of absence for illness or injury until the first day of the calendar month after completion of six (6) months of active service with the District.
 6. Pregnancy: Pregnancy shall be treated as a temporary disability leave for the period of time that the employee is temporarily disabled resulting from pregnancy, miscarriage or childbirth and recovery there from. The length of the leave shall commence and terminate on dates determined by the employee and the employee's physician.
 7. Sick Leave Accumulation: If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year-to-year.
 8. Employees Receiving SDI Benefits: Employees absent from work and collecting SDI benefits will accrue vacation and sick leave hours based on normal assigned hours less offsetting income received from SDI. The District shall continue to provide health and welfare benefits based on normal assigned hours until an SDI long-term absence exceeds the five (5) month period provided by the Agreement under the Article VI.F. – Entitlement to Other Sick Leave. Thereafter the District shall contribute only the proportionate share represented by income received from the District.
 9. Leave Of Absence For Illness Or Injury:
An employee may, annually, use up to six (6) sick leave days for the illness of a child, parent or spouse.
- C. Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of three (3) days, or five (5) days if travel is required over three Hundred (300) miles. The immediate family is defined as mother, father, brother, sister, grandmother, grandfather, aunt, uncle, niece, nephew, grandchild, spouse, domestic partner, son, daughter, in-laws, the person who raised the employee in lieu of a parent, or any person living in the immediate household of the employee. "Step" relatives, adopted children, foster children and domestic partner relatives in the above categories are included for purposes of this section.

- D. Personal Necessity Leave: Up to seven (7) days of absence earned for sick leave may be used by the employee at his/her election in cases of personal necessity on the following basis:
1. The death of a member of the employee's immediate family, or any relative living in the immediate household of the employee (in addition to bereavement leave).
 2. Accident or illness involving the employee's person or property of the person or property of a member of his/her immediate family.
 3. Appearance to testify in any court or before any administrative tribunal as a party or witness under subpoena, except in a suit by, or on behalf of, the employee against the District.
 4. Participation in an established religious Holy Day Observance by a member, or as a resident in the household of a member, of that religion.
 5. The adoption of a child.
 6. Paternity leave which may be taken within a ten (10) workday period immediately following the birth.
 7. Leave to attend to responsibilities associated with the unit member's legal guardianship of another individual.
 8. Leave to attend the funeral of others not enumerated above may be granted by the Superintendent or his/her designee.
- E. Additional Leave For Non-Industrial Accident Or Illness: A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, without pay, not to exceed six (6) months, in accordance with Education Code Section 45195.
- F. Entitlement To Other Sick Leave: When an employee is absent from his/her duties on account of long term 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 employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.
- G. Personal Business Leave: A permanent employee may take not more than one (1) day of leave per year with pay for personal business. Leave may be taken in minimum increments of one (1) hour.
- H. Leave Of Absence Without Pay: With prior approval of the immediate supervisor and the Superintendent, the District may grant leaves of absence without pay for a period of up to thirty (30) calendar days during any one (1) school year. Leaves of absence without pay in excess of thirty (30) calendar days may be approved by the Board of Education.
- I. Jury Duty/Witness Duty:
1. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any,

between the amounts received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

2. Any full-time employee who serves not more than four (4) hours of jury duty in any day shall be entitled to one-half (½) the paid leave payable under Paragraph 1. (Above) and shall return to work for the balance of the workday unless a substitute has been employed. Reasonable time shall be provided for the employee on jury duty to change clothing and return to duty. Employees using this leave shall, upon return from leave, submit a jury duty release form to his/her immediate supervisor.
3. A part-time employee who serves jury duty not more than one-half (½) of his/her normal shift shall be entitled to one-half (½) the paid leave and shall report to duty at the end of such service unless a substitute has been employed. A part-time employee serving one-half (½) or more of the normal shift on jury duty shall be excused from work that day without the loss of pay.
4. Any employee who is subpoenaed as a witness in a court or administrative proceeding will have leave with pay to testify, unless the proceeding is being prosecuted by or on behalf of the Union or the employee, or the employee is an interested party.

J. Union Business Leave:

1. Grievance Time: Stewards shall be allowed a reasonable amount of paid leave to investigate and process grievances. Bus Driver Steward shall be paid for reasonable time to investigate and process grievances prior to or after working an assigned route.
2. Negotiations: Five (5) unit members shall be allowed a reasonable amount of time to conduct negotiations on behalf of the Union. Any Bus Driver and/or swing shift employee representative shall be paid for all time spent in negotiations that is otherwise paid time for other unit members.
3. Union Business Leave: The District shall provide for up to eighty (80) hours paid release time to be allocated at the discretion of the local union president for training, conferences or meetings. The Union shall reimburse the District for this release time at the daily substitute rate if a substitute is assigned. Requests for this release time shall be submitted in writing to the employee's immediate supervisor prior to the release.
4. District Committees: Representatives who attend specified District meetings such as District Safety Meetings and Benefits Study committee shall be paid for all time at the meeting plus transportation time to and from the meeting if they are not otherwise in paid status.

K. Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

L. Military Spouse Leave: The District will provide unpaid leave for the spouse of a qualifying military member who is on leave from deployment during a period of military conflict as defined by law.

M. Notification of Absence: To ensure proper scheduling of work, employees must notify the immediate supervisor or other designated individual of an absence prior to the commencement of

the employee's shift. Upon written notification, designated classifications are also required to make contact with the service center manager to arrange for substitute coverage.

N. Return From Leave:

1. The District may require a physician's verification of illness when it determines that the employee's sick leave indicates a pattern of potential abuse. Examples of potential abuse include absence for three (3) or more consecutive days contiguous with the weekend or vacations on a repeated basis, or the same days of the week on a repeated basis.
2. All absences that arise during a work stoppage shall be verified by a physician's statement or other proof of illness.

O. Industrial Accident Or Illness (Worker's Compensation) Leave:

1. Employees shall be entitled to sixty (60) days of fully paid leave under this provision for a work-incurred injury. Thereafter leave for industrial accident or illness shall be in accordance with the Education Code or the Board of Education policy.
2. Leave allowable under this provision shall not be accumulated from year to year.
3. Leave under this provision shall commence on the first day of absence.
4. Total District reimbursement under this provision shall not exceed the employee's full salary, including his/her temporary disability and the portion of monthly salary paid by the District.
5. Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.
6. When an industrial accident or illness leave overlaps into the next school year, the permanent employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
7. An employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of any industrial accident or illness may be granted additional leave, without pay, for up to eighteen (18) months.
8. The District shall continue medical insurance premiums for the injured employee and his/her family at the regular rate for four (4) months after the employee has exhausted all paid leave.

P. Absence Without Leave: Three (3) days of absence without leave shall be deemed abandonment and shall result in a voluntary resignation.

Q. Family Care Leave: The District agrees to provide Family and Medical Leave pursuant to Board Policy, Federal Family and Medical Leave Act of 1993 and California Family Rights Act of 1993.

R. California Paid Family Leave: Effective July 1, 2004, the District will provide Paid Family Leave (PFL), also known as Family Temporary Disability Insurance (FTDI), as required under State law. Informational guidelines are available in the Human Resources Office.

An eligible employee who meets verification requirements may be entitled to a maximum of six (6) weeks of PFL benefits in a twelve (12) month period. There is a waiting period of seven (7) calendar days, beginning with the date of the claim, when no PFL benefits are paid. An employee must utilize up to two (2) weeks of accrued, but unused vacation concurrent with the seven (7) calendar day waiting period. The employee's initial receipt of PFL benefits will begin after the vacation and EDD waiting period requirements have been met.

S. Parental Leave with Pay (AB 2393)

1. Unit members may elect to utilize up to 12 weeks of sick leave and extended sick leave (differential leave) for child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
2. Unit members who have been employed for at least 12 months are eligible to take this leave.
3. For mothers, the 12 week child bonding leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.
4. The leave must be completed within one calendar year of the birth, adoption or placement.
5. Pursuant to Education Code section 45196.1, if the unit member exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 45196.1 for the balance of the 12 week period.

Effective January 1, 2019, unit members to whom this section applies shall be paid no less than 50% of their regular salary for the duration of their differential leave.

6. The unit members must provide the District at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
7. A Unit Member on leave under this provision shall not result in the forfeiture of probationary or permanent status.
8. A Unit Member's health benefits will continue while on leave under this provision.

T. Family School Partnership Leave: The District shall provide leave pursuant to the Family School Partnership Act, effective January 1, 1995, for employees to participate in activities of the school where their children attend. Employees must provide their supervisor forty-eight (48) hours notice of request to utilize this leave. Less notice of request shall be permitted and honored when extenuating circumstances exist.

U. Catastrophic Leave: The purpose of the catastrophic leave bank is to allow bargaining unit members to contribute one (1) equivalent sick leave day (based on FTE) for the establishment of a sick leave bank to assist permanent classified who have a long-term catastrophic illness or injury and who have exhausted all paid leaves.

Catastrophic illness or injury means a life-threatening or terminal illness or injury as verified by appropriate medical documentation and prevents the member from working.

1. The classified leave bank will include all permanent classified employees in all three (3) bargaining units. The donation of one (1) day of sick leave shall be prorated by FTE when credited to the pool. For example, a .75 FTE employee donating one (1) day shall increase the pool by .75 FTE.
2. A catastrophic leave bank committee will be established to review and either approve or deny requests. The committee will consist of two (2) administrators, and one (1) bargaining unit member from each of the three (3) classified units selected by the respective association/union. Approval of sick leave requests will require support of four (4) out of five (5) committee members. Approval or denial of catastrophic leave requests by the catastrophic leave bank committee shall be final and not be subject to appeal or subject to the grievance procedure of the collective bargaining agreements. The committee shall not grant more leave than is contained in the bank.
3. Participation in the bank is voluntary. At the beginning of each school year there will be an open enrollment period coinciding with the health benefits open enrollment period. Unit members must have fifteen (15) equivalent days of accumulated sick leave as of the first duty day of the fiscal year to be eligible for membership in the bank. Eligible unit members must notify the Human Resource Office in writing during the designated open enrollment period of their desire to participate in the bank. The maximum anyone can contribute to the bank at any one time is one (1) FTE sick leave day.
 - a. The District shall notify all unit members annually of the designated open enrollment period for participation in the Catastrophic Leave Bank.
 - b. Upon closing of the annual open enrollment period for Catastrophic Leave, the District shall provide each classified unit president with the following:
 - The number of hours contributed to the bank by classified employees for the current year.
 - The names of classified employees participating in the bank.
 - The total number of accumulated hours in the bank.
4. All unused days contributed to the bank will be carried over from year to year. If at the end of the previous school year the total number of days in the bank is reduced to fewer than two hundred (200) days/sixteen hundred (1600) hours, the Human Resources Office will notify the bank membership prior to open enrollment that a new assessment of one (1) day of sick leave per member of the bank will be made. A maximum of 200 sick leave days per year may be withdrawn annually from the bank. Sick leave from the bank may not be granted for any illness or injuries to be covered under Workers' Compensation.
5. Members who have accessed benefits from the bank may re-enroll in the bank when they have twelve (12) days of accumulated sick leave, provided the employee has returned to work for at least six (6) working months.
6. Applicants for benefits from the leave bank must submit an application through the catastrophic leave bank committee. Only individuals who have contributed to the bank will be eligible for benefits.

7. Catastrophic Leave Bank Benefit: After all regular sick leave, other sick leave (difference pay) and vacation have been exhausted, up to thirty (30) days of fully paid sick leave at the member's regular daily rate of pay may be requested from the catastrophic leave bank.
8. Those employees enrolled in the bank will automatically continue their participation from year to year unless they notify the Human Resource Office, in writing, of their intent to withdraw from the bank. Such withdrawal from the bank must occur during the open enrollment period and will not result in reinstatement of the time contributed to the bank.

ARTICLE VII

TRANSFERS, PROMOTIONS AND RECLASSIFICATION

A. Vacancies:

The District shall attempt to fill all vacancies, entry level and above, from among qualified applicants within the District prior to going to the outside. To the extent possible and appropriate, the District will rotate employees in temporary vacancies.

B. Posting Of Vacancies For Transfers And Promotions:

1. In the event there is a reemployment list, offers of reemployment will be processed prior to posting.
2. Vacancies shall be posted at least five (5) working days at all work sites where employees in the unit are regularly assigned.
3. During the posting period, the vacancy shall not be permanently filled.
4. The posting shall state:
 - a. The site of the vacancy.
 - b. The number of hours regularly assigned.
 - c. The job classification and job description.
5. Outside candidates will be released to the hiring manager only after bargaining unit members have been considered for transfer or promotion.
 - a. The District and the Union agree to convene a subcommittee in 2018-2019 of up to three (3) SEIU members and three (3) management team members to review this section and develop a joint proposal for considering both internal and external candidates in the hiring process that will more effectively address the mutual needs of the parties.

C. Transfers And Promotions:

1. A transfer is a move from one work site to another within the same classification or the same salary range. A promotion is a change from one position to another in a higher classification.

2. Probationary employees may be considered for transfer and/or promotion during their initial probationary period with the District. However, probationary employees may accept only one (1) voluntary transfer or promotion during that time. Probationary employees selected for transfer or promotion shall continue within their same initial probationary period. Probationary employees transferred or promoted from an initial probationary position do not have the right of return to their previous position/classification.

D. Employee Initiated Transfer:

1. Any employee may request consideration for transfer to a posted position by following the District's prescribed application procedures during the open period.
2. All employees requesting a transfer shall be considered for any vacancies they are qualified to fill. Qualifications, evaluations, length of service and other job related factors shall be considered in the selection of a transfer applicant. Upon request, an employee whose transfer request is denied shall be given oral reasons for such denial in a meeting with the Classified Personnel administrator. The employee shall be permitted to have Union representation in said meeting. The meeting shall be held no later than fifteen (15) days after the position is filled.

E. District Initiated Transfer:

1. The District may transfer an employee in the best interests of the school, department, program, students, employees or District.
2. The employee shall be given written notice at least five (5) working days prior to transfer. Routine transfers shall normally be on ten (10) days written notice.
3. Transfers will not be made for punitive reasons unless part of a progressive discipline process in accordance with Article XV. The employees will have the right to request reasons orally or in writing. Seniority is a factor that will be considered along with other factors.

F. Additional Hours for Part Time Custodial Positions: When additional custodial hours are authorized for a school or work site, the additional hours shall be offered to employees in order of seniority at the worksite/school first and shall not be posted for job bidding.

G. Promotion:

1. Request for Consideration: Any employee may request consideration for promotion to a posted position by following the District's prescribed application procedures during the open period.
2. Factors in Decision: All employees applying for promotion shall be considered for any vacancies they are qualified to fill. Qualifications, evaluations, length of service and other job related factors shall be considered in the selection of a promotional applicant. Seniority will be considered as a deciding factor if all other qualifications are equal among the incumbents being considered for promotion. The interview panel shall include a Local 1021 appointed representative. The Assistant Superintendent, Human Resources or designee, shall decide when and if all qualifications are equal between incumbents and when seniority will be considered as a deciding factor. When possible, additional SEIU representatives may serve on the interview panels at the discretion of the interview panel chairperson.

3. Denial of Promotions: Upon request, an employee who is denied a promotion shall be given reasons for such denial in a meeting with the Classified Personnel administrator. The employee shall be permitted to have Union representation in said meeting. The meeting shall be held no later than fifteen (15) days after the promotional vacancy has been filled.

If the response is unsatisfactory to the employee he/she may request and shall receive the reasons in writing.

If the written response is unsatisfactory to the employee, within five (5) working days, the employee may appeal the decision to the Assistant Superintendent of Human Resources. The Appeal shall be in writing and shall set forth the reasons for appeal. The Assistant Superintendent shall provide a written response, and his/her decision shall be final.

4. Pay Upon Promotion: Effective 7/1/02, when an employee changes jobs to a higher classification, the employee shall receive a five percent (5%) promotional increase above the employee's base salary plus shift differential. If placement on Step 6 in the new class does not provide a five percent (5%) increase, the employee will be granted a stated salary not reflected on the Unit salary schedule in order to provide the promotional increase. However, the employee will remain at the stated (y-rated) salary until general increases in the Unit salary schedule provide the employee a monthly salary equal to or greater than the stated (Y-rated) amount.
5. Experience Credit: District employees may receive experience credit toward a promotion position under the following circumstances.
 - a. The employee has worked for the District for three (3) years or less.
 - b. The employee is making a significant career change, i.e. a promotion from custodian to maintenance craftsman. A promotion within the same job groups, i.e. custodian to head custodian would not receive experience credit.
 - c. Experience must be professional, paid experience of the type for which the employee would have received salary schedule credit if the employee had originally been hired into the District in the promotional position. Placement may not be above step 3 on the new range.
 - d. Salary schedule placement for initial employment and promotional employment shall be determined by the Personnel Administrator.
6. Promotional Probationary Period: The probationary period for a permanent employee selected for promotion, effective for all such employees promoted before January 1, 2020 shall be five (5) months from the date of hire in the position to which he/she is promoted. The probationary period for permanent employees promoted beginning January 1, 2021 shall be six (6) months or 130 days in paid service whichever is longer. Employees may not apply for transfer or promotion during a promotional probationary period.
7. Return to Previous Classification: A permanent employee who does not successfully complete a promotional probationary period has the right to return to a position in his/her former classification.

H. Reclassification:

1. Purpose of Reclassification Procedures:

- a. Reclassification is not a device for salary increases. It is to allow the reclassification caused by a change in the job requirements.
- b. The sole purpose of this section is to provide a uniform system for the individual unit member to be able to request reclassification.

2. Request For Reclassification:

- a. An individual employee is entitled to request that his/her position be reclassified. An employee who believes s/he has been directed to perform duties out of his/her job classification shall inform the evaluating supervisor and SEIU in writing, with a copy to the Human Resources Department by September 30 of the current school year. Prior to October 30, the employee and his/her supervisor shall meet to discuss the employee's rationale for a potential reclassification, the assignment of job duties in relation to the actual job description, and the additional duties that the employee has been requested/required to do.
- b. If the employee and/or supervisor wish(es) to pursue the reclassification request, the employee shall submit the reclassification packet to SEIU and a copy to the Human Resources Department no later than November 15.
- c. Nothing in this section shall preclude the employer's right to initiate reclassification.
- d. The District and SEIU may mutually agree to proceed to the provisions of Article VII, H.8 with a joint recommendation to the Superintendent on reclassification requests submitted.

3. Reclassification Process:

- a. All requests which meet the criteria below shall be reviewed by a three (3) member panel which shall include one (1) appointee from SEIU, one (1) appointee from the District, and a neutral appointee mutually selected by the District and SEIU.
 1. The cost of the neutral appointee shall be shared equally by SEIU and the District.
 2. The review panel shall meet in December, or as early thereafter as possible
 3. The recommendation of the panel shall be advisory and forwarded to the Superintendent who will make a recommendation to the Board of Education for final action.
 4. A copy of the panel's recommendation will be submitted to the employee.
- b. The employee requesting the reclassification shall bear the burden of proof in respect to presenting his/her facts and substantiating evidence to the review panel. The evaluating supervisor may be asked by the panel to comment in writing or verbally regarding his/her analysis of the assigned job duties and the employee's request.

4. Reclassification Criteria:

a. Reasons for reclassification:

1. Significantly new job duties are permanently added to the job or job description by the supervisor.
2. Significantly new or increased responsibilities, other than increased workload, have been permanently added to the position by the supervisor.

b. Reasons that are not a basis for reclassification:

1. Workload increases. "Workload" meant the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are essentially the same or at the same skill level, there is no basis for reclassification.
2. Seniority or length of service, in the position.
3. Assuming duties on one's own behalf.

c. Other considerations:

1. The panel shall take into consideration the frequency and time period in which duties outside the job description occurred.
2. The panel shall also ensure that new or increased duties have not been simply assumed by the employee without the supervisor's knowledge and/or approval. The duties must be known or assigned by the supervisor for reclassification to be warranted.

5. Authority Of The Review Panel:

- a. The panel shall have the authority to consider written statements or verbal testimony of witnesses as needed. Applicants may have up to fifteen (15) minutes to make presentations to the panel. Additional time may be allocated at the discretion of the panel. The panel may recommend to the Superintendent the following when considering requests for reclassification:

1. Range placement
2. Changes in the job description
3. Changes in the job title
4. Creation of a new classification or range

6. Representatives: Representatives appointed by the Union and the District shall meet to review the panel's recommendation.

7. Final Decision:

- a. The superintendent shall be forwarded a copy of the panel's recommendation. The Superintendent shall make a recommendation to the Board of Education and notify the employee within five (5) days of the decision made by the Board. Reclassification decisions cannot be appealed.
- b. All approved reclassifications shall take effect retroactive to September 1 of that school year.

8. General Provisions:

- a. Placement in Class: Every position shall be placed in a class.
- b. New Classification: New classifications shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification.
- c. Reclassification Salary: Upon reclassification upward of a position or class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be reclassified with the position(s) and placed on a step which will result in at least a five percent (5%) salary increase. Reclassification shall not change an employee's anniversary date.
- d. If it is agreed that the employee has been working out of class, but is not being reclassified, then the employee will be notified in writing that s/he is no longer responsible for some or all of the out-of-class duties. The employee will be paid appropriate out of class differential retroactively from September 1 of the current school year to the point of notification.

ARTICLE VIII

LAYOFF

- A. Procedure: When the District determines that layoff shall occur, the procedure shall be in accordance with applicable statutory and case law.
- B. Negotiations: If the District takes action to lay off employees during the term of this Agreement, the Union may request negotiations on negotiable matters relating to such layoff.
- C. Grievance: Any alleged procedural violation of matters relating to layoff may be processed as a grievance.
- D. Seniority: Seniority for layoff purposes shall be determined by hire date which is the first date of paid service in a probationary classified position per Education Code 45103.
- E. Voluntary Demotion/Reassignment In Lieu Of Layoff: Employees accepting voluntary demotions/reassignments shall be placed in the range of the new class at the step that is closest to, but not higher than, their current base range/step. Acceptance of an offer of voluntary demotion/reassignment after June 30, 2004, shall not be considered a break in service.

F. Health Benefits After Layoff: Health and welfare benefits premiums for laid off employees shall be paid in the same proportionate amounts as if the employee had not suffered a layoff until the end of the month at least thirty (30) days after the layoff. For purposes of this subsection, persons on layoff shall include persons accepting reductions in hours or demotions in classification in lieu of layoff.

G. Reemployment From Layoff:

1. Placement on Reemployment List: The names of employees laid off shall be placed on a reemployment list in the reverse order of layoff. All employees laid off shall be placed on the reemployment list for not less than thirty-nine (39) months. Employees accepting demotion or voluntary reduction in assigned time in lieu of layoff shall be placed on the reemployment list for a total of sixty-three (63) months. Employees who take voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in his/her former class or to positions with increased assigned time as vacancies become available within the sixty-three (63) months. All such employees shall be ranked on the reemployment list in accordance with their seniority.
2. Offers of Reemployment: Reemployment shall be offered in reverse order of layoff. Offers of re-employment shall be made in writing, by certified mail to the last known address of the employee. It shall be the responsibility of an employee who relocates to advise the District of his/her correct mailing address.
3. Response to Offer: Upon notification of an offer of reemployment, the employee shall have five (5) calendar days from the date of mailing to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy offered.
4. Decline of Offers: An employee on a reemployment list may decline three (3) offers of reemployment in his/her former classification. After the third refusal no additional offers need to be made, except that an employee may, during the period of entitlement, notify the District in writing of availability and shall thereafter be entitled to an additional three (3) offers of reemployment for the period his/her name is on the reemployment list. No employee shall be removed from the reemployment list prior to the time established in Section G.1., above.

Declining an offer of reemployment after June 30, 2004, shall not be considered a break in service.

5. Substitute Work While On Reemployment List: Employees on a reemployment list shall be first offered substitute work in classification(s) they have formerly held, subject to their availability, at the appropriate rate. Such efforts to offer substitute work on a priority basis will be made in good faith.
6. Restoration Of Benefits: Persons on layoff who have been reemployed within thirty-nine (39) months (or sixty-three (63) months, whichever is applicable) from the date of layoff shall retain their seniority, accumulated and unused sick leave and vacation accrual rate, accumulated credit toward retirement and applicable "grandfathered-in" eligibility for health and welfare benefits as of time of layoff.

H. Retirement In Lieu Of Layoff:

1. Any employee may elect to accept service retirement in lieu of layoff, voluntary demotion or reduction in assigned time.
2. The employee shall then be placed on a reemployment list. However, the employee shall not be eligible for reemployment during such other periods of time as may be specified by pertinent Government Code Sections.
3. The District agrees that when an offer of reemployment is made to an eligible person retired under this article, and the District is notified of acceptance of the offer, the vacancy shall be maintained until the reinstatement from retirement has been processed.
4. An employee who elects retirement under this section and who declines three (3) offers of reemployment shall be deemed to be permanently retired, and subject to all rights, benefits and burdens of other persons retired under PERS regulations.
5. An employee who elects to retire after being placed on a reemployment list shall be deemed to have elected retirement in lieu of layoff. Any such person shall be retained on the reemployment list for the balance of the thirty-nine (39) months. All such persons shall be subject to the provisions of Sections H.1. and H.2. above.

ARTICLE IX

HOLIDAYS

- A. Days: Employees shall be entitled to the following fifteen (15) holidays provided such holidays fall during the normal work week and provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

Independence Day	New Year's Day
Labor Day	Martin Luther King, Jr. Day
Veterans Day	Designated Day during Winter Recess (in lieu of Lincoln's Birthday)
Day before Thanksgiving (in lieu of Admission Day)	Presidents' Day
Thanksgiving Day	Friday or Monday of Spring Recess
The Day after Thanksgiving	Memorial Day
Christmas Eve	Juneteenth
Christmas Day	

- B. Saturday/Sunday Holidays: When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.
- C. Holiday Work: When an employee is required to work on any of these holidays, he/she shall be paid or given compensatory time off for such work at a rate of not less than his/her normal overtime rate of pay in addition to the regular pay received for the holiday.
- D. Additional Days: The provisions of this article shall apply to holidays declared by the President of the United States, the Governor of the State of California, or the Board of Education of the San Ramon Valley Unified School District. The specific declaration by the President, Governor or Board must state that employees are to be paid and not required to work.

- E. Personal Holiday: Permanent employees shall be granted one personal holiday per school year (non-cumulative) consistent with departmental scheduling with prior approval of the immediate supervisor. Employees in the classifications of bus driver, bus driver/trainer and bus driver/utility worker may elect to take this holiday in pay rather than time off.
- F. Scheduling Holidays: Scheduled holidays may be modified by a waiver granted by the State Board of Education and with mutual agreement of the parities.

ARTICLE X

VACATIONS

A. Accrual Of Vacation Time

1. Full Time: Full time employees (forty (40) hours per week) employed for twelve (12) months per year shall receive eight (8) hours of vacation for each month worked during the school year. The term “month worked” shall include any time on paid leave of absence.
2. Vacation Increases: After five (5) years of service full time employees employed for twelve (12) months per year shall receive one hundred twenty (120) hours of annual vacation. After ten (10) years such employees shall receive one hundred sixty (160) hours of annual vacation.
3. Part Time: Vacation for employees employed other than forty (40) hours per week for twelve (12) months per year shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of paid employment bear to forty (40) hours per week, or twelve (12) months per year.
4. Vacation Pay Upon Separation: Upon separation from employment, a permanent employee is entitled to pay for earned and unused vacation.
5. Annual Carryover: Earned vacation may be carried over to subsequent school years, up to a maximum of two hundred forty (240) hours. The District may elect to cash out up to forty (40) hours of earned, unused vacation to any employee whose balance exceeds this maximum where vacation usage was requested and denied in the most recent school year.
6. Vacation Statements: The District shall provide to each employee at least annually a statement of accrued vacation.

B. Use Of Vacation:

1. Use Only After Accrual: Employees may not use vacation before it accrues nor may new employees take vacation during their first ten (10) months of employment.
2. Scheduling Vacation: The scheduling of all vacation is subject to approval by the employee’s Supervisor with final oversight by the Program Supervisor and Classified Personnel Administrator based upon reasonable advance notice provided and availability of coverage.

- a. Summer vacations for custodians will be submitted to Program Supervisor by April 15th. Approval/denial will be based upon site seniority to ensure adequate coverage at the site level.
3. School Site Employees: All employees shall request vacation to their immediate supervisor at least two weeks in advance except in case of emergencies. Employees assigned to school sites can take vacation when the scheduling does not conflict with the district's ability to provide coverage for the absence. Site supervisors will review and recommend/deny requests and submit form to Program supervisor. Approval for vacations is at the Program supervisor level. The Program supervisor submits form to Human Resources for eligibility verification.
- C. Sick Leave During Vacation: When an employee becomes ill for three (3) or more days while on vacation to the extent that all or part of his/her "vacation" was not used, the employee may petition to convert the days that s/he was ill to any accumulated sick leave, thus preserving vacation time.

The procedure for doing this is as follows:

1. Submit a new leave request for vacation giving the new days to be charged as vacation, and the dates to be charged to sick leave.
2. Attach supporting documentation to verify the illness. Appropriate documentation would be a hospital release or a doctor's statement.
3. The Personnel Administrator shall approve or disapprove the exchange of days and copies will be returned to the employee.

The purpose of this is to accommodate serious illnesses (three or more days) that substantially disrupt or force the cancellation of vacation time. Situations that involve the abuse of this accommodation will be handled as a disciplinary matter.

ARTICLE XI

EVALUATION PROCEDURES

- A. Evaluation Procedures: Classified employees shall be evaluated by their immediate supervisors (supervisory or management) as designated by the District.
- B. Frequency Of Formal Evaluation:
 1. Probationary employees new to the District who are hired before January 1, 2021 shall be evaluated at least twice during their probation by no later than the end of their fourth (4th) and eighth (8th) month of service.
 2. Permanent employees shall be evaluated annually.
 3. Employees are subject to supplemental evaluations at the discretion of the evaluator. The employee has a right to request a supplemental evaluation.

- C. Probationary Period: Effective for all new employees hired before January 1, 2021, the initial probationary period shall be ten (10) months from the initial date of hire in a regular position. Probationary employees hired on January 1, 2021 and after shall have an initial probationary period of six (6) months or 130 days of paid service from the date of hire in a regular position whichever is longer. A probationary employee may be released by the district without cause at any time.
- D. Scheduled evaluations and supplemental evaluations shall be made on forms provided by the Personnel Department. The evaluator shall present the evaluation to the employee and discuss it with him/her. The evaluation shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. A copy shall be filed in the employee's personnel file.
- E. An employee who is not satisfied with his/her evaluation may write a rebuttal which shall become a part of his/her personnel file.
- F. Within thirty (30) days of receiving an evaluation, a permanent employee may request, and shall be granted, a meeting with his/her second level supervisor about the evaluation. After such meeting, the second level supervisor may revise the evaluation as he/she may find to be proper and shall report the same to such employee, and to the Classified Personnel administrator.
- G. The evaluation procedure itself, but not the substantive evaluation prepared by the supervisor, is subject to the grievance procedure.
- H. Materials of a derogatory nature that may have some effect on the employee's evaluation shall not be placed in the employee's personnel file without first notifying the employee, giving the employee a copy of the materials and an opportunity to respond in writing and have such written response attached to the material.
- I. A copy of any letter of commendation received by the District shall be provided to the employee and may be placed in the personnel file.

ARTICLE XII

HEALTH AND WELFARE BENEFITS

- A. Eligibility:
 - 1. Eligibility: Regular employees scheduled to work twenty (20) hours or more per week shall be eligible to participate in District health, dental, vision and life insurance plans. Full time and part time employees shall exercise their option to participate in the benefits package within thirty (30) days of employment or eligibility. After the thirty (30) days, enrollment in a medical plan may occur during annual open enrollment or with a qualifying life event. Enrollment in the dental and/or vision plans may only occur with a qualifying life event.
 - 2. Part Time Employees: Part-time employees (twenty hours (20) or more, but less than full time) qualify for the benefits on a pro rata basis subject to exercising their option to participate within thirty (30) days of employment or change in eligibility. The employee shall pay the percentage of premium for each benefit plan that they choose to enroll in that is equal to the percent of time that they are not employed full time.

3. Eligible employees may cover their spouses and their dependent children or their domestic partners and their dependent children.
4. Retirees' domestic partners and their children are not eligible for retiree coverage unless the domestic partnership commenced prior to the retirement of the employee.

B. Domestic Partnership Coverage:

1. Definition: A domestic partnership shall exist between two persons regardless of gender and each shall be the domestic partner of the other if both complete, sign, and have notarized the San Ramon Valley Unified School District Affidavit of Domestic Partnership and provide the required documentation.
2. Criteria: A domestic partnership exists when all of the following occur:
 - a. Both persons have a common residence.
 - b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
 - c. Neither person is married, legally separated, nor a member of another domestic partnership.
 - d. The two (2) persons are not related by blood in a way that would prevent them from being married to each other in this state.
 - e. Both persons are at least eighteen (18) years of age and are legally able to consent to contract.
 - f. It has been at least six (6) months since either of the two (2) parties has filed a statement of termination of a previous domestic partnership affidavit with the San Ramon Valley Unified School District. This prohibition does not apply if the previous domestic partnership is terminated by either person.
 - g. The two (2) parties agree to notify the San Ramon Valley Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated by either person.
3. Application and Terms: In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, and file with the District a San Ramon Valley Unified School District Domestic Partner Affidavit and provide the required documentation.

The affidavit shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditures made by the District including administrative charges and other costs on behalf of the domestic partner, if the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependent children of the domestic partner is considered taxable income to the employee unless the domestic partner/dependent child/children is a dependent as defined by Section 152(A) of the Internal Revenue Code and implementing regulations. This benefit coverage is subject to federal and state income tax and must be reported as imputed income on the employee's Form W-2. The District must pay all applicable employer taxes on these amounts and endure adequate withholding.

The non-employee domestic partner and his/her dependent children will have rights to continue coverage through COBRA as allowed by federal or state law.

The District shall be indemnified and held harmless by the employee against any legal action pursued by another party under applicable laws including, but not limited to, community property, contract, or family laws.

4. Termination:

a. A domestic partnership shall terminate when any of the following occurs:

1. One partner sends by certified mail, to the other partner a notarized written notice that he or she is terminating the partnership.
2. One of the domestic partners dies.
3. One of the domestic partners marries.
4. The domestic partners no longer have a common residence. A temporary separation resulting from work, education or health shall not constitute the cessation of common residence.

b. The statement of Termination of Eligibility must be filed within thirty (30) days of the end of the domestic partnership. All benefits provided by Article XII of this contract shall cease as of the last day of the month in which the Statement of Termination of Eligibility of Domestic Partners is received. If the District suffers any loss as a result of the employee's failure to file the certification, the employee shall be liable to the District for actual loss incurred by the failure to receive notice that the domestic partnership has been terminated.

C. Benefits Study Committee:

1. The district and the Union agree to meet and investigate cost containment measures regarding health and welfare benefits for active and retired employees. District and Union representatives agree to actively participate in the District's Benefits Study Committee.
2. Participation on the study committee shall normally be during duty time; if not, comp time shall be provided to the representative.
3. All recommendations from the study committee will automatically be considered as immediate reopeners for negotiations between the Union and the District. In the event

agreement is reached between the two (2) parties on any matter affecting benefits, immediate implementation is permissible.

4. In the event that no medical carrier other than Kaiser is available for a pending plan year, such circumstance will be promptly communicated by the District to the Union, and the parties shall schedule a meeting to discuss and negotiate applicable provisions to address and resolve the situation as soon as possible following the notification.

D. Payment Of Premiums:

1. Health and Welfare Benefits: The District shall fully cover full-time employees who select the Kaiser benefit package.

For health plans other than Kaiser, employee contributions will be based on the difference between the Kaiser tiered rate and the tiered rate of the non-Kaiser plan.

2. Reopener: Medical benefits may be negotiated annually.
3. Paid Illness Leave: District shall continue the above contributions for employees on district paid illness leave.
4. Unpaid Leave: Employees on approved unpaid leaves may elect to continue health, dental, vision and life insurance as allowed by the provisions of the plans in force in the District. Such employees shall pay the premium for continued coverage on a month-to-month basis.

E. Cash-Back Option:

1. Effective July 1, 2020, benefits eligible employees who provide satisfactory proof of medical coverage, may elect to receive cash in the amount of four hundred sixty-four (\$464) per month in-lieu of medical, dental, and vision coverage on a pro-rata basis. Employees who elect this option may purchase dental and/or vision benefits through the District at their cost.
2. Benefits eligible employees are enrolled in the District-paid standard term life insurance plan (\$50,000) upon benefits eligibility. Eligible employees may elect an additional fifty thousand (\$50,000) in life insurance coverage at no cost upon their initial benefits eligibility only. Any tax consequences associated with this additional election shall be borne by the employee.

- F. State Disability Insurance: The District shall deduct from the employee's pay and forward to the appropriate agency the premium for California State Disability Insurance for all employees in the Unit.

G. Post-Retirement Benefits:

1. Retirement 7/2/86 Through 6/30/88: For employees who retire after 7/1/86, the District shall contribute an amount equal to Kaiser single party medical coverage per month toward medical benefits, from age fifty-five (55) to sixty-five (65) after ten (10) years of continuous full-time service immediately prior to retirement. The District shall contribute a pro rata amount toward medical benefits from age fifty-five (55) to sixty-five (65) for part-time

employees who have been employed four (4) hours or more per day, after ten (10) years of continuous service immediately prior to retirement.

2. Retirement After 6/30/88: For employees who retire from the District on or after 7/1/88, the District shall, in addition to H.1. above, provide an amount equal to the current cost of Kaiser Medicare eligible coverage (not Kaiser Senior Advantage rate) for employees after age sixty-five (65) who have been employed for ten (10) years of continuous service immediately prior to retirement. This coverage shall be provided by the District with the Agreement of the Union that any cost containment savings recommended by the Benefits Study Committee will be used to offset the additional cost and that the cost shall be prefunded by the District by setting aside current dollars for active employees on an actuarial basis. Employees have contributed to pre-funding of post-retirement benefits at an actuarially determined percentage of salary. In the event that future actuarial studies indicate a change in the prefunding percent of salary monies set aside by the District, the District and Union will meet to negotiate.
 3. Retirement After 6/30/06: The District will contribute a flat rate of five hundred thirty-four dollars (\$534) per month (rate applies to 2018-2019) (adjusted annually by the Consumer Price Index for all urban consumers for San Francisco-Oakland) for eligible employees who are at least age fifty-five (55) and have ten (10) years of continuous full time service immediately prior to retirement. The District shall contribute a pro-rata amount toward medical benefits for eligible part-time employees at least age fifty-five (55) who have been employed four (4) hours or more per day, after ten (10) years of continuous service immediately prior to retirement. Sections H.1 and H.2 benefits are not applicable to retirement after 06/30/06.
 4. Retiree Life Insurance: Bargaining unit members may direct their benefit amount to pay for medical, dental, vision, or life insurance coverage upon retirement. These employees may continue life insurance into retirement. Life insurance coverage must be continuous and may be purchased at either twenty-five thousand dollars (\$25,000) or fifty thousand dollars (\$50,000) term life coverage level.
- H. Job-Related Medical Examinations: The District shall pay for any non-reimbursable expenses for the State required TB examination or chest x-ray required when necessitated by the results of the original TB exam.
- I. Employee Assistance Program: The Employee Assistance Program (EAP) provides limited free professional counseling services for personal, family, and work concerns. The District shall pay for the inclusion in the EAP for all full and part time benefits eligible employees.
- J. Licenses: The District shall pay for the State required medical exam for all employees required to obtain a Class A or B driver's license. The District shall reimburse employees for the cost of maintaining a Class A or B license if required by the employee's job description (the difference in cost between the A or B license fee and the Class C fee). The District shall maintain a training program to encourage District employees to obtain a Class A or B license.

ARTICLE XIII

SALARY AND ALLOWANCES

- A. Effective July 1, 2020, for the 2020-21 school year, SEIU bargaining unit members shall receive a 1% ongoing salary schedule increase.

Effective July 1, 2021 for the 2021-22 school year, SEIU bargaining unit members shall receive a 3% ongoing salary schedule increase.

Following the application of the ongoing increases above, the District will provide each full-time unit member in paid status during the 2021-22 school year a one-time, 1% payment based upon the member's salary schedule placement as of November 1, 2021.

Should any bargaining unit negotiate a higher salary increase in either 2020-21 or 2021-22, SEIU shall receive the same increase.

[Note: It is mutually understood that any needed SEIU contribution of the Retired Employee Benefit Plan and Trust or rebate due to the unit resulting from the pending biannual actuarial study of it will be made in the next round of negotiations. At the time of this TA, draft study results indicate that a contribution of approximately .25%/.26% on behalf of SEIU will be needed.]

- B. Split Shift Differential: Employees who work split shifts shall be paid a differential of two dollars (\$2) per day if the split between the shifts is less than two (2) hours and four dollars (\$4) per day if the split is two (2) hours or more. A split shift is one (1) including a break of more than one (1) hour.
- C. Working Out Of Classification: An employee temporarily assigned to a higher classification to perform duties inconsistent with those assigned to his/her position shall be paid for such period at the rate of pay applicable to the higher classification, at the lowest step which will give at least a five percent (5%) salary increase. The higher pay shall be paid for each full day worked in the higher classification after an initial four (4) full days of training time.
- D. Longevity:
1. Increments: Effective July 1, 2019, an employee shall receive an increase of one percent (1%) of his/her base rate of pay upon completion of eight (8) years of continuous service from the date of hire with the District, four percent (4%) after nine (9) years, six percent (6%) after ten (10) years, eight percent (8%) after fifteen (15) years, ten percent (10%) after twenty (20) years, and twelve percent (12%) after twenty-five (25) years. Effective July 1, 2020, employees who have completed twenty-five (25) years of continuous service with the District shall receive thirteen percent (13%) of his/her base pay rate and employees who have complete thirty (30) years of continuous service shall receive sixteen percent (16%) of his/her base pay rate for their longevity with the District.

The District shall reduce by one the number of completed service years necessary to receive the first longevity increment (i.e., 4%) on each July 1 thereafter, beginning on July 1, 2020 and ending on July 1, 2023, so that beginning in the 2023-2024 school year, employees shall

receive an increase of four percent (4%) of their base rate of pay upon completion of five (5) years of service from their date of hire.

Any unit member who has received a longevity increment before July 1, 2019 shall not be entitled to any back payments of longevity under this provision. (Example: A member who is eligible to receive a 6% longevity increment beginning on July 1, 2019 shall not be entitled to payment of the 4% longevity increment for the previous work year.)

2. Pay Upon Promotion: Effective 7/1/02, when an employee changes jobs to a higher classification, the employee shall receive a five percent (5%) promotional increase above the employee's base salary plus shift differential. If placement on Step 6 in the new class does not provide a five percent (5%) increase, the employee will be granted a stated salary not reflected on the Unit salary schedule in order to provide the promotional increase. However, the employee will remain at the stated (Y-rated) salary until general increases in the Unit salary schedule provide the employee a monthly salary equal to or greater than the stated (Y-rated) amount.
3. Status Upon Rehire From A Reemployment List: An employee who has been laid off and who is reemployed in his/her former classification after June 30, 2004, shall not be considered to have a break in service.

E. Professional Growth:

1. Employees may earn professional growth awards equal to five percent (5%) of their regular monthly salaries when they meet the specific conditions set forth in this section. Each employee may earn a maximum of four (4) awards for a cumulative total of twenty percent (20%) of their regular monthly salaries during their District employment.

An employee must complete at least nine (9) semester units or equivalent to be eligible for each award. An employee will receive credit for a maximum of three (3) semester units or their equivalent per year toward the eligibility for an award. If an employee earns more than the maximum of three (3) semester units per year, the employee may apply the remaining uncredited units to another year.

Once an employee has been credited with nine (9) semester units or their equivalent, the employee is eligible to receive the first professional growth award (5% of current base salary schedule placement).

Once an employee has been credited with eighteen (18) semester units or their equivalent, the employee is eligible to receive the second professional growth award (10% of current base salary schedule placement).

Once an employee has been credited with twenty-seven (27) semester units or their equivalent, the employee is eligible to receive the third professional growth award (15% of current base salary schedule placement).

Once an employee has been credited with thirty-six (36) semester units or their equivalent, the employee is eligible to receive the fourth professional growth award (20% of current base salary schedule placement).

2. All course work shall be related either to the employee's current job or other potential employment within the district. This provision shall apply to any activity scheduled to begin after February 15, 1996.
3. Such professional growth awards shall be granted as of September 1 for credits completed on or before September 1 and submitted on or before November 1. Such awards shall be granted as of February 1 for credits completed on or before February 1 and submitted on or before April 1. A fourth award shall only be granted for credits completed on or after January 1, 1996

This change will be retroactive to July 1, 2004 for any eligible employees who submitted units by November 1, 2004, and who were scheduled for the February 1, 2005 award window.

- F. Mileage Allowance: An employee who is required to use his or her automobile on district business shall be reimbursed for actual and necessary business mileage at the current IRS allowable per mile rate.
- G. Uniforms: Should they be required by the District, appropriate uniform shirts or work smocks shall be provided to unit members. For maintenance and grounds employees only, uniform pants shall be provided on an optional basis. Raincoats shall be provided at each school site for employee usage. For CalPERS reporting purposes, the value of this benefit shall not exceed \$125 per month per unit member. Replacements shall occur annually if necessary because of normal use. The employee shall be charged for replacements if the uniform is damaged or lost because of employee negligence or intentional actions. Disputes over damaged uniforms shall be resolved between the District and the union.

H. Shift Differential:

1. This provision shall not apply to employees receiving split shift differential.
2. Swing Shift: When the majority of an employee's assignment occurs after 1:00 p.m. but before 11:00 p.m. the regular salary shall be increased three percent (3%) for all hours worked during that shift.
3. Night-Shift: When the majority of an employee's assignment occurs after 11:00 p.m. but before 5:00 a.m. the regular salary shall be increased five percent (5%) for all hours worked during that shift.
4. Employees who are regularly assigned to a shift shall retain shift differential pay while on paid leave during the school year or when reassigned to day shift during school breaks other than summer.

I. Anniversary Date:

1. The anniversary date for unit employees who have a first date of paid service after 7/1/86, shall be established as follows:

- a. Employees whose first day of paid service falls prior to or on the fifteenth (15th) of any month shall have an anniversary date on the first (1st) of that month.
 - b. Employees whose first day of paid service falls on or after the sixteenth (16th) of any month shall have an anniversary date on the first (1st) of the following month.
2. Anniversary date impacts only the accrual of sick leave and vacation days and the anniversary increments on the salary schedule (including longevity).
 3. Effective 7/1/02, the longevity anniversary date remains the same upon a change in classification if Step 6 has been reached once in any class.

ARTICLE XIV

GRIEVANCES

A. Purpose:

1. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
2. The purposes of this procedure are:
 - a. To equitably resolve grievances informally at the lowest possible level.
 - b. To provide an orderly procedure for 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 member (or members) of the representation unit covered by this Agreement who files a grievance. The union may also be the grievant.
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 written stipulation of both parties.

D. Informal Conference: Within ten (10) days after the event or circumstances which form the basis for the alleged grievance, the grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the grievance informally.

E. Level I:

1. Within ten (10) days after the informal conference, should the grievance remain unresolved, the employee or representative on behalf of the employee may submit the grievance in writing to the supervisor.
2. The written grievance shall contain the name of the grievant and shall be a clear, concise statement citing specific sections of the agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, the disposition at the informal level, and the specific remedy sought.
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 employee and representative.

F. Level II

1. Should the grievance remain unresolved, the employee, representative or Union Steward may, within ten (10) days after receipt of the immediate supervisor's response, submit the grievance in writing to the Superintendent or designated representative. The appeal shall include the name of the grievant, a copy of the original grievance, the decision rendered at Level I and a clear concise statement of the reasons for the appeal.
2. At the request of the employee, representative, Union Steward or the District, a conference shall be held at this level.
3. The Superintendent or designee shall render a decision in writing to the employee and representative within ten (10) days of receipt of the grievance or the conference if one was held.

G. Level III:

1. If the grievant is not satisfied with the decision rendered at Level II, he/she may request that the Union appeal the decision within ten (10) days to advisory arbitration. 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.
2. The parties shall select a mutually acceptable advisory arbitrator. In the event they are unable to agree on an advisory arbitrator within ten (10) days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the District cannot agree on an arbitrator from the list, each party shall alternately strike names until only one name remains.
3. The arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, s/he shall prepare a report listing the issues, the pertinent facts found at the hearing and a recommendation for resolution. This report shall be sent to the Board of Education, with copies to the grievant, the Union, and the Superintendent. The cost of the arbitrator shall be borne equally by the District and the Union.

4. If the District or the Union is not satisfied with the recommendation(s) of the arbitrator, the matter shall be referred to the Board of Education within fifteen (15) days after receipt of the arbitrator's report. The Board shall within thirty (30) days after said referral render its determination of the grievance and shall within ten (10) days after its determination give its decision in writing to the grievant.

ARTICLE XV

DISCIPLINARY ACTION

A. Disciplinary Action:

1. No permanent employee shall be disciplined except for cause as prescribed herein or in the Education Code of the State of California. The governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. Permanent employees who became probationary in a different classification may be removed from such classification, without cause, and be returned to the former classification during the probationary period.
2. Disciplinary actions shall be governed solely by the provisions of this Article and shall not be subject to the grievance procedure.

B. Definitions (as used herein):

1. Demotion – A move from one class to a class with a lower base salary range, without the employee's written voluntary consent.
2. Disciplinary Action – Any action whereby an employee is demoted, suspended, involuntarily transferred in lieu of other disciplinary action, or dismissed, excluding a layoff for lack of work or lack of funds.
3. "Cause" – Grounds or offenses for disciplinary action against employees enumerated in the law or in this Article.
4. Written Reprimand – A letter placed in the individual's permanent personnel file that cites a specific incident or pattern of behavior that constitutes cause for disciplinary action.
5. "Service" shall mean the date on which a notice or other document is placed in the first class mail to the most recent address of record, if the document is mailed, or if the document is served personally, the date on which the document is received.
6. "Filing" shall mean actual delivery of a letter or document to the District Personnel Office.
7. A "day" is any day in which the District Office is open for business.

- #### **C. Limitations:** No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

- D. Probationary Employees: Probationary employees shall be subject to dismissal without cause, upon recommendation of the immediate supervisor, providing that the employee shall be entitled, at the employee's request, to a conference with the Classified Personnel administrator.
- E. Disciplinary Action Causes: Permanent classified employees are subject to disciplinary action for any of the following causes:
- 1.1. Falsification of any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other school District records.
 - 1.2. Dishonesty.
 - 1.3. Incompetence or inefficiency.
 - 1.4. Violation of proper procedure, board policy, administrative regulation, department rule, or law.
 - 1.5. Theft of District property, equipment, supplies or funds.
 - 1.6. Unsatisfactory performance.
 - 1.7. Unexcused tardiness.
 - 1.8. Neglect of duty or poor performance.
 - 1.9. Inattention to or dereliction of duty.
 - 1.10. Insubordination: knowingly refusing to perform lawful and reasonably assigned duties, tasks or directives.
 - 1.11. Discourteous, abusive, or threatening treatment of the public, fellow employees, or students.
 - 1.12. Possession of or drinking alcoholic beverages on the job, or reporting to work while under the influence of alcohol.
 - 1.13. Illegally possessing or being under the influence of a controlled substance at work or away from work, or illegally furnishing a controlled substance to another person.
 - 1.14. Positive Drug test, if in safety sensitive position.
 - 1.15. Conviction of a felony or of a misdemeanor which is of such nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

- 1.16. Abuse of leave privileges, including, but not limited to the habitual use of illness leave or by frequent absences so that over an extended period of time the efficiency of the service is impaired.
- 1.17. Absence without leave or failure to follow proper absence request or reporting procedure.
- 1.18. Immoral or unprofessional conduct.
- 1.19. Willful disobedience.
- 1.20. Misuse or unauthorized use of District property.
- 1.21. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job description or otherwise necessary for the employee to perform the duties of the position.
- 1.22. Refusal to take and subscribe to any oath or affirmation, which is required by law in connection with his/her employment.
- 1.23. Unlawful discrimination, including harassment, on the basis of actual or perceived race, religious creed, color, national origin, ancestry, political affiliation, pregnancy, physical or mental disability, marital status, gender, gender identity, gender expression, sex, sexual orientation, or age against students, the public or other employees while acting in the capacity of a District employee
- 1.24. Unlawful retaliation against any student, other 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.

F. Procedures For Discipline – Written Reprimand:

1. A written reprimand shall be served upon the employee by personal delivery.
2. An employee shall be given ten (10) working days after receipt of a written reprimand to respond in writing before the reprimand is placed in the personnel file. Such response shall be attached to the written reprimand and also placed in the personnel file.
3. An employee who receives a written reprimand may also, within that ten (10) day period, appeal the charges in the reprimand to the immediate supervisor of the person who wrote the reprimand if the employee alleges the incident as cited to be wholly or partially untrue. The immediate supervisor shall respond in writing within ten (10) working days.

G. Procedures For Suspension, Demotion Or Dismissal:

1. Serving Charges

- a. The charges shall be served upon the employee in writing by certified mail or by personal delivery, together with a statement of the proposed discipline and a copy sent to the Union Field Representative.
- b. The charges shall contain a clear and concise statement of the acts and omissions upon which the proposed discipline is based, and a statement of the cause for the action. If it is claimed that the employee has violated a rule or regulation of the Board, such rule or regulation shall be set forth in the notice.
- c. A permanent employee who has been recommended for suspension, demotion, or dismissal shall be given written notice containing the following:
 1. The specific charges against him/her.
 2. A statement of the right to a conference with the Superintendent/Designee and a right to a formal hearing before the Board of Education.
 3. A statement of the time within which a hearing/conference must be requested, which shall not be less than five (5) work days after service of the notice to the employee.
 4. A card or paper for requesting a hearing/conference, the filing of which shall constitute a denial of all charges;
 5. Notice that the employee is entitled to union representation.

2. Pre-Hearing Conference Rights:

- a. Conference Request: The employee may have a conference with the Superintendent/Designee prior to the formal hearing. The employee shall request a conference and/or hearing by checking the appropriate box on the card or paper. Failure to request a conference and/or hearing within the time limit stated in the notice constitutes a waiver of the right to a hearing and/or conference. Upon request, the employee shall have a conference with the Superintendent/Designee to respond to the charges. The employee may submit a written response to the charges. The employee may have a Union representative at the conference. The conference shall not be tape-recorded.
- b. Conference Decision: The Superintendent/Designee shall render a written decision within five (5) workdays after the conference. A copy of the decision shall be sent to the Union. If the employee is not satisfied with the Superintendent/Designee decision, the employee may notify the District in writing within five (5) workdays after service of the decision that he/she wishes to proceed with the formal hearing.

3. Formal Hearing:

- a. Hearing: The hearing shall be conducted within thirty (30) days after receipt of the request for hearing, in closed session of the Board of Education, unless the employee requests an open hearing. The Board may elect to delegate authority to a hearing officer to conduct the hearing with or without the presence of the Board, and to prepare a recommended decision which shall be advisory to the Board.
- b. Final Decision: Following the hearing, the decision to sustain or deny the appeal shall be made by the Board of Education, whose decision shall be final.
Notice of disciplinary action to be imposed after a hearing or after waiver of the right to a hearing shall be given to the employee in writing by certified mail or by personal delivery.

ARTICLE XVI

BUS DRIVERS

- A. Hours of Work: The District agrees to provide a thirty (30) hour per week work week, six (6) hour work day for all regular bus drivers who maintain proper certification and licensing. Bus drivers who work less than eight (8) hours per day and forty (40) hours per week are considered part-time for leave accruals and benefits except as provided for in Section G of this Article. This provision shall not apply to employees hired after July 1, 2012.
Beginning July 1, 2017, the District will provide all other certified and licensed bus drivers a twenty-five (25) hour per week work week, five (5) hour workday.
- B. Requests for Paid Additional Time: A bus driver may request additional paid time when necessary to clean his/her bus. The Director of Transportation may approve such requests at his/her discretion. Bus drivers are expected to clean fuel and wash their assigned bus during their regularly assigned route hours. If drivers' routes and utility hours do not fulfill their lock in workday, that driver shall assist other drivers in cleaning, fueling and washing other assigned buses or other assigned work as determined by the Department.
- C. Bus Driver Work Shift Bidding: There shall be one (1) general bidding per year for bus driver routes. Bidding shall occur no later than five (5) days before the first day of school. Workdays are defined as the one hundred eighty (180) days that school is in session for this bidding procedure only. The routes to be bid shall be made available for inspection by the bus drivers at least five (5) days before the bidding is scheduled. Bus Driver bidding seniority (for purposes of route bidding only) shall be determined as follows:

The District will package mid-day routes in the start of the year bidding process for bus and van drivers. Management retains the right to design the routes, including the mid-day routes, with considerations provided to ridership, ride times, safety and comfort of students.

Drivers shall not make a bid on a route with less than their current FTE when a route equal to their FTE is available.

1. Seniority: Bus Driver bidding seniority (for purposes of route bidding only) shall be determined by date of the first paid regular classified service within the Bus Driver series.

2. Bidding Seniority: This method of calculating seniority applies to the bidding of regular bus routes only and excludes mid-day route assignments. Seniority for vacation and sick leave accrual, carry-over of sick leave balances, salary step placement and layoff shall remain as provided in applicable Memorandum of Understanding, other contract articles and applicable law and District policy.
3. New and Vacant Routes: Drivers may bid on all new routes and all vacant routes created by resignation, termination, retirement, if the route hours are equal to or greater than current route. Such employees shall have preferred rights to selection for the vacancy in order of bidding seniority. Employees offered short term additional hours under this section to replace a continuing employee on paid leave of absence shall not be eligible for additional sick leave, vacation or health and welfare benefits.
4. Upon the completion of the bidding process, if new mid-day routes become available, the District will assign the additional time, based upon departmental seniority in the classification whenever possible and appropriate, with considerations specific to ridership, ride times, safety and comfort for students. Student needs will prevail in the assignment of additional mid-day routes.
5. Vacancies due to Medical, Maternity or Other Qualifying Leave: All vacant routes created by medical, maternity or other qualifying leave exceeding (20) consecutive work days shall be offered for non-permanent assignment to regular bus drivers by seniority. If the route is not temporarily filled by a regular bus driver, the route may be offered to a substitute bus driver on a temporary basis. The non-permanent assignment is only for the duration of the qualifying leave vacancy. Should the employee on medical, maternity or other qualifying leave be unable to return to work, the route shall become available using the standard bidding procedures described in this Article.
6. (MOU) Mid-Year Vacancies: A route that becomes vacant after the bid process is completed will be posted in its entirety. Drivers will bid on the newly vacant route and the route will be awarded by seniority. The route made vacant by awarding the newly vacant route shall be internally posted in its entirety and the bidding procedure shall be followed until all available routes have been exhausted through the process. During this process if a newly vacant route is not successfully bid upon during the first round any mid-day assignment shall be separated from the AM/PM route and will be assigned separately to the next available senior driver who qualifies for a mid-day route assignment. Drivers may bid route if the route hours are equal to or greater than current route.
7. Summer Routes: Summer routes are to be bid separately before the beginning of summer school in accordance with the bidding procedure for regular school year routes.

D. Time Added to Routes and Bus Drivers' Planned Overtime/Extra Hours:

1. Time Added to Routes: Any time added to designated bid routes shall not be taken away for the remainder of the bid period provided that the additional time remained in effect for at least twenty (20) consecutive work days.
2. "Lock-in": The following situations will be considered "neutral" as applied to "lock-in" as long as the driver is willing and available for work (as appropriate): all field trip

assignments, minimum days, leave qualifying for the use of bereavement leave, military duty, jury duty, subpoena (as defined in Article VI.I.4), approved union business and District required training. The following will not be considered a break in “lock-in” sequence: confirmed student absence from the bus that would result in the temporary cancellation or reduction of that assignment. The bus driver, with the approval of the director/designee, must perform utility work or other department work as assigned to make up this time.

3. All Bus Driver hours in excess of regular route hours excluding field trips are to be distributed according to the bidding procedure and distributed as equally as possible by seniority among all permanent bus drivers.
 4. Field trips, including those scheduled during summer, are to be assigned to eligible bus drivers on a rotational basis based on seniority. The annual rotation begins on the day of bid for each new school year. This provision shall not preclude the director from assigning a trip outside of rotation when departmental needs necessitate it.
 5. The Director of Transportation shall attempt to assign emergency overtime according to seniority bidding procedures as long as those procedures do not hinder the District’s ability to provide required services. In the event that the most senior driver(s) is/are not readily available for emergency overtime, the Director may assign the next most senior available driver to the emergency situation. If a Bus Driver turns down any overtime that has been offered, the number of hours that were turned down shall be considered as if they had been worked in determining equitable distribution.
 6. The Director of Transportation shall have available for review the overtime assignment for Bus Drivers and shall publish a report on an annual basis.
- E. Job-Related Medical Examinations: The District shall agree to pay for the required physical for continuing bus drivers in an amount equal to the cost of such a physical at a clinic selected by the District.
- F. Bus Drivers’ Salary And Allowances:
1. Bus drivers shall be paid for actual hours worked.
 2. The District will reimburse bus drivers for renewal of driving certificate fee.
 3. Bus drivers shall be in paid status for the duration of testing which is scheduled by the California Highway Patrol.
 4. Bus drivers assigned to work during summer session shall be compensated at the hourly rate which is applicable to their normal assignment during the regular academic year.
- G. Part-Time Employee Benefits:
1. An employee who has been employed thirty (30) hours or more for more than three (3) consecutive years without a voluntary break in service longer than ten (10) working days (excluding medical, maternity or military leaves) and is in paid status the minimum required hours of six (6) hours or more per day and thirty (30) hours per week shall be considered full

time for the purpose of health and welfare benefits coverage. This provision shall not apply to employees hired after July 1, 2012.

2. The benefits for an employee who does not meet the requirements described in G.1. will be based on the categories and provisions of the benefit chart for part-time bus drivers at the back of this contract in Appendix G.
3. Floating Holiday and Personal Business Day Accrual: Floating Holiday and Personal Business Days shall be accrued at the rate of a one-time accrual of six (6) hours at the beginning of the school year. If lock-in is greater than 6 hours, Floating Holiday and Personal Business Days will be adjusted accordingly. This provision shall not apply to employees hired after July 1, 2012.
4. Sick and Vacation Leave Accrual: Sick leave and vacation accruals for eligible bus drivers shall be calculated on a prorated basis according to actual hours worked during the month including any time on paid leave of absence. Bus drivers assigned to work during the summer session shall accrue sick and vacation leave in the same manner as such leave is accrued during the regular academic year for actual hours worked. Vacation leave shall be accrued based on the actual hours worked during each month not to exceed eight (8) hours per month except vacation accrual excess as provided for under Article X, Section A, Part 2 of this contract. Accrued vacation for bus drivers shall be paid out twice per year on the variable payroll in December and July.
5. Any necessary sick leave and vacation adjustments to conform with actual annual straight time hours worked (non-overtime) will be made in June.

ARTICLE XVII

TRANSPORTATION VEHICLE DRIVERS

- A. Hours of Work: Transportation Vehicle drivers who work less than eight (8) hours per day and forty (40) hours per week are considered part-time for leave accruals and benefits.

Beginning July 1, 2019, the District will provide Transportation Vehicle drivers a twenty-five (25) hour per week work week, five (5) hour work day.

- B. Requests for Paid Additional Time: A Transportation Vehicle driver may request additional paid time when necessary to clean his/her vehicle. The Director of Transportation may approve such requests at his/her discretion. Transportation Vehicle drivers are expected to clean, fuel and wash their assigned Transportation Vehicle during their regularly assigned route hours. If drivers' routes and utility hours do not fulfill their lock in workday, that driver shall assist other drivers in cleaning, fueling and washing other assigned Transportation Vehicles or other assigned work as determined by the Department.
- C. Transportation Vehicle Driver Work Shift Bidding: There shall be one (1) general bidding per year for Transportation Vehicle driver routes. Bidding shall occur no later than the morning of the second day before the first day of school. Workdays are defined as the one hundred eighty (180) days that school is in session for this bidding procedure only. The routes to be bid shall be made available for inspection by the Transportation Vehicle drivers at least five (5) days before

the bidding is scheduled. Transportation Vehicle Driver bidding seniority (for purposes of route bidding only) shall be determined as follows:

Upon completion of the bidding process, if new mid-day routes become available, the district will assign the additional time, based upon departmental seniority in the classification whenever possible and appropriate, with considerations provided to ridership, ride times, safety and comfort of students. Student needs will prevail in the assignment of additional mid-day routes.

1. Seniority: Transportation Vehicle Driver bidding seniority (for purposes of route bidding only) shall be determined by date of the first paid regular classified service within the Transportation Vehicle Driver series. Any available mid-day routes are assigned by seniority and are not included in regular Transportation Vehicle routes for bid purposes.
2. Bidding Seniority: This method of calculating seniority applies to the bidding of regular Transportation Vehicle routes only and excludes mid-day route assignments. Seniority for vacation and sick leave accrual, carry-over of sick leave balances, salary step placement and layoff shall remain as provided in applicable Memorandum of Understanding, other contract articles and applicable law and District policy.
3. New and Vacant Routes: Drivers may bid on all new routes and all vacant routes created by resignation, termination, retirement, if the route hours are equal to or greater than current route. Such employees shall have preferred rights to selection for the vacancy in order of bidding seniority. Employees offered short term additional hours under this section to replace a continuing employee on paid leave of absence shall not be eligible for additional sick leave, vacation or health and welfare benefits.
4. Vacancies Due to Medical, Maternity or Other Qualifying Leave: All vacant routes created by medical, maternity or other qualifying leave exceeding (20) consecutive work days shall be offered for non-permanent assignment to regular Transportation Vehicle drivers by seniority. If the route is not temporarily filled by a regular Transportation Vehicle driver, the route may be offered to a substitute Transportation Vehicle driver on a temporary basis. The non-permanent assignment is only for the duration of the qualifying leave vacancy. Should the employee on medical, maternity or other qualifying leave be unable to return to work, the route shall become available using the standard bidding procedures described in this Article.
5. (MOU) Mid-Year Vacancies: A route that becomes vacant after the bid process is completed will be posted in its entirety. Drivers will bid on the newly vacant route and the route will be awarded by seniority. The route made vacant by awarding the newly vacant route shall be internally posted in its entirety and the bidding procedure shall be followed until all available routes have been exhausted through the process. During this process if a newly vacant route is not successfully bid upon during the first round any mid-day assignment shall be separated from the AM/PM route and will be assigned separately to the next available senior driver who qualifies for a mid-day route assignment. Drivers may bid route if the route hours are equal to or greater than current route.
6. Summer Routes and Summer Field Trips: Summer routes and/or summer Field Trips are to be bid separately no less than two days prior to the beginning of summer school in accordance with the bidding procedure for regular school year routes.

7. The District and SEIU agree that Transportation Vehicle drivers will bid for summer routes and field trips separately, by seniority.

D. Time Added to Routes and Transportation Vehicle Drivers' Planned Overtime/Extra Hours:

1. Time Added to Routes: Any time added to designated bid routes shall not be taken away for the remainder of the bid period provided that the additional time remained in effect for at least twenty (20) consecutive work days.
2. "Lock-in": The following situations will be considered "neutral" as applied to "lock-in" as long as the driver is willing and available for work (as appropriate): all field trip assignments, minimum days, leave qualifying for the use of bereavement leave, military duty, jury duty, subpoena (as defined in Article VI.I.4), approved union business and District required training. The following will not be considered a break in "lock-in" sequence: confirmed student absence from the Transportation Vehicle that would result in the temporary cancellation or reduction of that assignment. The Transportation Vehicle driver, with the approval of the director/designee, will be allowed to perform utility work or other department work as assigned to make up this time.
3. All Transportation Vehicle Driver hours in excess of regular route hours excluding field trips are to be distributed according to the bidding procedure and distributed as equally as possible by seniority among all permanent Transportation Vehicle drivers.
4. The Director of Transportation shall attempt to assign emergency overtime according to seniority bidding procedures as long as those procedures do not hinder the District's ability to provide required services. In the event that the most senior driver(s) is/are not readily available for emergency overtime, the Director may assign the next most senior available driver to the emergency situation. If a Transportation Vehicle Driver turns down any overtime that has been offered, the number of hours that were turned down shall be considered as if they had been worked in determining equitable distribution.
5. The Director of Transportation shall have available for review the overtime assignment for Transportation Vehicle Drivers and shall publish a report on an annual basis.

E. Transportation Vehicle Drivers' Salary And Allowances:

1. Transportation Vehicle drivers shall be paid for actual hours worked.
2. Transportation Vehicle drivers assigned to work during summer session shall be compensated at the hourly rate which is applicable to their normal assignment during the regular academic year.

F. Part-Time Employee Benefits:

1. The benefits for part-time employees will be based on the categories and provisions of the benefit chart for part-time Transportation Vehicle drivers at the back of this contract in Appendix G.

2. Sick and Vacation Leave Accrual: Sick leave and vacation accruals for eligible Transportation Vehicle drivers shall be calculated on a prorated basis according to actual hours worked during the month including any time on paid leave of absence. Transportation Vehicle drivers assigned to work during the summer session shall accrue sick and vacation leave in the same manner as such leave is accrued during the regular academic year for actual hours worked. Vacation leave shall be accrued based on the actual hours worked during each month not to exceed eight (8) hours per month except vacation accrual excess as provided for under Article X, Section A, Part 2 of this contract. Accrued vacation for Transportation Vehicle drivers shall be paid out twice per year on the variable payroll in December and July.
3. Any necessary sick leave and vacation adjustments to conform with actual annual straight time hours worked (non-overtime) will be made in June.

ARTICLE XVIII

MISCELLANEOUS

- A. Subcontracting: The District shall notify the Union in writing as far in advance as feasible prior to contracting out work which has been customarily and routinely performed by unit members and will meet with the union upon request to discuss alternative. The District shall not contract out work which has been customarily and routinely performed by unit workers which will result in layoff or reduction in hours.
- B. Custodian Alternate Schedule: The District shall post an alternative custodial cleaning schedule for varsity game days/game weeks on high school campuses

ARTICLE XIX

SAFETY COMMITTEE

- A. The District shall maintain a safe and healthy work environment and shall comply with all applicable State and Federal laws.
- B. The District Safety Committee shall include three to seven (3-7) members appointed by the Union which represent grounds, maintenance, transportation, custodians and warehouse. The Chairperson of the committee shall be mutually selected, and shall schedule meetings of the committee. The committee shall meet at least once every month during the school year. The committee chairperson may convene an emergency meeting upon twenty-four (24) hours notice. Requests for other meetings shall be submitted to the Chairperson. No meeting during paid time shall exceed two (2) hours and no more than two (2) meetings shall be held in one (1) month.
- C. The committee members appointed by the Union shall be allowed release time for committee meetings. The Union may designate an additional member of the bargaining unit to meet with said committee relating to a specific health or safety matter within the bargaining unit.
- D. The Safety Committee shall develop safety guidelines, review accidents, make safety recommendations, and identify training needs for unit members.

- E. The District may appoint up to three (3) administrators to this committee.

ARTICLE XX

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 except as provided in C. below or elsewhere in this agreement from that date to June 30, 2024.
- B. The provisions of this agreement shall prevail over contradictory written policies and administrative regulations and state laws to the extent permitted by law.
- C. If any provision of this agreement or any application thereof to any employee is held by the final judgment of a court of competent jurisdiction, or a final, unappealed decision of the Public Employment Relations Board, to be contrary to law, then such provision or 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.

ARTICLE XXI

DISTRICT RIGHTS

- A. All District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as provided by this agreement and applicable state or federal law.
- B. The District has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement and subject to applicable state and federal law.
- C. In the event of an emergency, the District and the Union shall meet as soon as possible to determine the effects of the emergency declared by the Board of Education. The action of the Board of Education in declaring an emergency may include suspending pertinent provisions of this Agreement for the period of time necessary to correct the effect of the emergency.

ARTICLE XXII

EFFECT OF AGREEMENT

The terms and conditions set forth in this Agreement represent 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.

ARTICLE XXIII

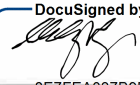
DURATION

The term of this contract shall be from July 1, 2021 through June 30, 2024. In addition to salary and reopeners otherwise provided for this agreement, each party may reopen up to two (2) articles during the second and third years of this Agreement. In the event both parties agree on any other contract change, the change may be implemented immediately through a memorandum of understanding which shall become a part of this agreement.

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
Local 1021**



CARI LUCHINI
President, SEIU

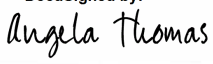
DocuSigned by:
 5/25/2022




RAHMAN OPEYANY
Vice President, SEIU

DocuSigned by:
 5/26/2022

NELY OBLIGACION
SEIU Local 1021 – Deputy Director

DocuSigned by:
 5/25/2022

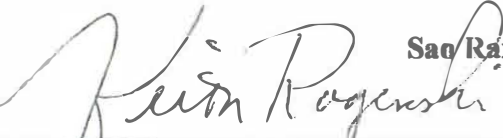
DAVID CANHAM
SEIU Local 1021 – Executive Director

DocuSigned by:
 5/25/2022

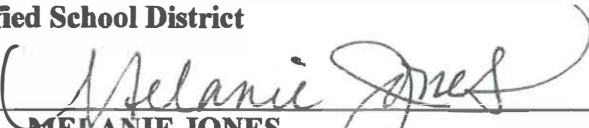
ANGELA THOMAS
SEIU Local 1021 – Field Representative

KADEN KRATZER
Education Director

Sao Ramon Valley Unified School District



KEITH ROGENSKI
Assistant Superintendent, Human Resources



MELANIE JONES
Executive Director, Human Resources



LATONYA WILLIAMS
Director, Classified Personnel



DANNY HILLMAN
Chief Business Officer

APPENDIX A

SALARY SCHEDULES

APPENDIX B

DISCIPLINE GUIDELINES

APPENDIX C

LIMITED DUTY GUIDELINES

APPENDIX D

EMERGENCY CALL-OUT-LIST

APPENDIX E

DRIVER'S LICENSE REQUIREMENTS

APPENDIX F

RECLASSIFICATION FORMS

APPENDIX G

PART-TIME BUS DRIVERS

APPENDIX H

SRVUSD RETIRED EMPLOYEES BENEFIT TRUST

APPENDIX I

SECURITY CAMERAS IN TRANSPORTATION VEHICLES

APPENDIX J

IMPLEMENTATION OF AB 119

APPENDIX K

JUNETEENTH SIDE LETTER