

**Tentative Agreement: 3/09/2023**

**Other than as modified by the Tentative Agreement Below, all other provisions remain in effect.**

Date: March 9, 2023

Articles:

Art. IV. Hours (Counter)

Art. XI. Health Benefits

Art. V. Overtime and Additional Hours

Art. XII. Health & Welfare Benefits For Retirees

Art. VI. Leaves

Art. XIV. Salary

[Parties have TA on Art. VIII – Holidays]

Art. XXII – Campus Safety Assistant

Art. XXVII Term of Agreement

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San Lorenzo USD – Package Counter Proposal to SEIU

Article IV - Hours

**HOURS [SAME AS SEUI 3.9.2023 PACKAGE COUNTER]**

**L. Summer Work Week**

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

1. The work week shall be four (4) consecutive days.
2. Full-time for unit members during the summer is 9.375 hours per day (37.5 hours per week).
3. Unit members with part time assignment shall have a part time summer assignment that reflects their same part time hours per week in a work week of four (4) consecutive days.
4. The definition of “summer,” for purposes of this program, shall be determined by the District.
5. The lunch period and rest periods will be the same as described in Article V, paragraph C and D, respectively.
6. Overtime shall be calculated based on all hours worked in excess of the required workday or work performed on the fifth, sixth, and seventh days. Overtime shall be paid at a rate equal to 1.5 times the regular rate of pay of the unit member designated and authorized to perform the work in excess of the required work day or on the fifth day. Double time shall be paid for work performed on the sixth and

seventh day. Approval of overtime and method of payment will be in the same manner described in Article VI, (Education Code 45132.)

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

#### **M. Custodial Duties**

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

[End of Hours]

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San Lorenzo USD – District Package Counter Proposal to SEIU

Article V – Overtime and Additional Hours

Date: ~~11-9-2022 [Same as December 2, 2022 Counter]~~ February 16, 2023

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**OVERTIME AND ADDITIONAL HOURS [SAME AS SEIU 3.9.2023 PACKAGE COUNTER]**

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

1. For outside groups using District facilities pursuant to a Facilities Use Permit, at least one (1) custodian will be retained for coverage for all or a portion of the event.
2. The provisions of this Paragraph J do not apply to any of the following:
  - a. Internal groups who use District facilities.
  - b. Parent Teacher Association (“PTA”), Parent Teacher Organizations (“PTO”), ~~or Parent Teacher Student Association (“PTSA”), or similar organization recognized by the District, with meetings of with~~ fewer than 20 adult attendees.
  - c. Events where only District fields or grounds are used by outside groups.
3. When a custodian is assigned to work in accordance with this Paragraph J, he or she will perform those tasks required for the event and any other tasks assigned by the District.
4. The provisions of this Paragraph J shall not apply in those instances where a custodian is regularly scheduled to be on-duty **or on duty** at the school site.

[End of Overtime and Additional Hours]

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San Lorenzo USD – District Package Proposal to SEIU

Article VI - Leaves

November 18, 2022 [Same as December 15, 2022, 2:10 PM counter]

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**LEAVES [SAME AS SEUI 3.9.2023 PACKAGE COUNTER]**

**H. Family Illness [TAIP – 2.16.23]**

1. Notwithstanding G.4 above, unit members are entitled to use the number of sick leave hours/days in a year equivalent to the amount of sick leave they earn in a six month period, for absences involving the medical incapacity of immediate family members, assuming they have the required sick leave amount on the books (i.e., even if the ten (10) days of personal necessity leave are used up. unit members cannot be denied the right to use family sick leave as described above).
2. After all paid leaves are depleted, a unit member who is absent because of accident of illness of a member of the unit member's immediate family (as defined in F.1) shall receive the difference between the unit member's regular rate of pay and that of a substitute for the days missed; up to fifteen (15) work days in a fiscal year. Substitute pay shall be the first step of the salary schedule for that position.

1. Family Medical Leave (FMLA – CFRA)

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

- a. A unit member is eligible if they have been employed by the District for at least twelve months and have completed 1,250 hours of service in the last twelve (12) months.
- b. Family medical leave shall be available as set forth in the CFRA, including for the following purposes:
  - i. Birth of the unit member's child; (see also Section L. Parental Leave)
  - ii. Placement of a child with the unit member for adoption or foster care; (see also Section L. Parental Leave)
  - iii. Care for the unit member's child, spouse, domestic partner, sibling or parent with a serious health condition;

- iv. The unit member's own serious health condition that keeps the unit member from performing their job function.
- c. Unit members who are granted Family Medical Leave shall be permitted to take accrued paid leave during that period. However, the paid leave shall run concurrent with the family medical leave.
- d. A unit member may be required to provide medical certification whenever a serious health condition of the unit member's family member is the reason for the leave. Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided. For the unit member's own serious health condition, the medical verification rules of sick leave, extended illness leave, or other applicable leave will be utilized.
- e. When advance notice is possible, a unit member must provide thirty (30) days advance written notice of the need for the leave. If the need for leave is unforeseen, written notice must be given as soon as possible. Failure to provide written notice may delay the granting of leave.
- f. A unit member taking family medical leave will continue to participate in the District provided health plan under the same terms and conditions, which applied prior to the first day of the unit member's leave. A unit member is required to make premium payments to the same extent made by the unit member prior to the leave to maintain their health benefits during the leave period. If the unit member fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the unit member will be liable to the District for premiums paid for maintaining the unit member's health coverage. A unit member may at the unit member's expense participate in all other unit member benefit plans offered by the District during the leave.

#### **K. Reporting of Absences**

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

[End of Leaves]

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**VIII – Holidays:** Add Juneteenth Holiday effective 6/19/2023.

San Lorenzo USD – District Counter Proposal to SEIU [Package]

Article XI Unit Member Benefits

Date: ~~December 2, 2022~~ December 15, 2022 February 16 2, 2023

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**HEALTH BENEFITS [SAME AS SEUI 3.9.2023 PACKAGE COUNTER]**

**A. District Contribution**

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

The District contribution towards Health and Welfare benefits, including dental and vision benefits, ~~2016-2017~~ beginning January 1, 2023 of fiscal year 2022-2023, or thirty (30) days after ratification, whichever is later, shall be as follows:

Employee Only:	<del>\$696.77</del> <u>658.17</u> /month
Employee +1:	<del>\$1,157.59</del> <u>1,080.39</u> /month
Employee +2 or more:	<del>\$1,462.00</del> <u>1,331.64</u> /month

The District’s contribution above shall be increased by four percent (4%) effective January 1, 2023, or thirty (30) days after ratification.

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

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

The remainder of Article XI – Unit Member Benefits – current contract language (CCL).

[End of Art. V]

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San Lorenzo USD – Counter Proposal to SEIU [Package]

Article XII- Retiree Benefits

[Same as December 15, 2022, 4:01 PM]

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**HEALTH AND WELFARE BENEFITS FOR RETIREES [TAIP – 2.16.23]  
[SAME AS SEUI 3.9.2023 PACKAGE COUNTER]**

**A.** The District shall provide eligible retirees and spouses the same health and welfare benefit coverage provided to unit members and spouses in the classified unit member unit in which the retiree previously was a member, subject to the approval of the carrier or carriers. If the carrier or carriers continue to provide coverage but at a

higher rate or rates, the District contribution shall not be more than its contribution to members of the classified unit member unit.

- B. An eligible retiree is one who is at least fifty-three (53) years of age and not more than Medicare-eligible age, who has rendered fifteen (15) years of continuous service, including Board approved leave, in the District immediately prior to retirement and who retired under PERS. A retiree hired on or before June 30, 2003 who is at least 50 years of age and not more than Medicare-eligible age, who is not eligible for the above benefits by reason of not having 15 years of continuous district service but who is otherwise eligible, shall be allowed to enroll in district medical, vision and dental plans between age 50 and Medicare-eligible age at his/her own expense, subject to the approval of the carrier or carriers.
- C. A retiree hired after June 30, 2003 if the retiree is at least 50 years of age and not more than Medicare-eligible age, and who is not eligible for the above benefits but who has at least 5 years of continuous district service shall be allowed to enroll in the district medical, vision, and dental plans at his/her own expense, subject to the approval of the carrier.
- D. Health and welfare benefits are limited to unit member and spouse.
- E. The District shall pay the premiums until the retiree reaches Medicare-eligible age or until the death of the retiree, whichever occurs sooner.
- F. If a retiree dies prior to reaching the age of Medicare-eligible (currently age 65), coverage shall continue for the surviving spouse until the end of the fiscal year or for six months, whichever is longer. If the spouse remarries during this period of time, his/her benefits shall be discontinued at the end of the month of remarriage.
- G. Health and Welfare benefits will terminate if comparable coverage is obtainable by the retiree in new employment or if the retiree's spouse has coverage through his/her employment which applies to the retiree.
- H. Retirees must complete a re-registration each year during the month of July in order to remain eligible for continued health benefits.
- I. In the event that a Federal and/or State medical benefits program were to be established prior to the termination of the retiree's medical plan, the District-provided benefits shall be combined with the Federal and/or State plan and necessary costs contribution adjustments shall be made.
- J. A retiree who is at least fifty-three (53) years of age and not more than Medicare-eligible age, who is not eligible for the above benefits by reason of not having fifteen (15) years of continuous District service but who is otherwise eligible, shall be allowed to enroll in District medical and dental plans between age 53 and Medicare-eligible retirement age at his/her own expense, subject to the approval of the carrier or carriers.

- K.** Life insurance coverage for retirees shall terminate at Medicare-eligible age for unit members who retire after June 30, 1982.
- L.** Retirees over Medicare-eligible age may participate in unit member benefit coverage under the Public Employee Retirement System (PERS) subject to PERS regulations.
- M.** The District shall pay the health and welfare entitlement of a retiree to an alternate health provider upon written application by the retiree on the following conditions:
  - 1. No District provider is available in the area where the retiree lives;
  - 2. the retiree signs a hold harmless statement absolving S.E.I.U. and the District from any responsibility for the services the retiree obtains from the alternate provider; and,
  - 3. The amount paid is the same or less than the amount the District would have paid to the District provider.

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

[End of Health and Welfare Benefits for Retirees]

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San Lorenzo USD – District Counter Proposal to SEIU [Package]  
Article XIV - Salary  
December 2, 2022 ~~December 15, 2022~~ February 16, 2023

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**SALARY [SAME AS SEUI 3.9.2023 PACKAGE COUNTER]**

**A. Salary Adjustments**

1. Effective July 1, 2021, status quo on wages, (No increase.)
2. Effective July 1, 2022,

A. Unit members shall receive an ongoing salary increase of **fourteen percent (14%)** ~~eleven and seven tenths percent (11.7%)~~ ~~ten and one half (10.5%)~~ percent, to the salary schedule (plus any higher total percentage salary schedule difference provided to other represented **bargaining** units pursuant to paragraph 5 below me too with other represented units).

B. The District shall apply an additional one percent (1.0%) of salary, to the salary schedule or to the SEIU benefits schedule, as which SEIU determined to apply to salary, making a total wage increase of 15% effective 7/1/2022.

3. Effective July 1, 2023, the parties agree to reopen

**Unit members shall receive an ongoing salary increase of five percent (5%) to the salary schedule (plus any higher total percentage salary schedule difference provided to other represented bargaining units pursuant to paragraph 5 below me too with other represented units).**

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

- (1) increased career mobility, promotional opportunities, workplace health and safety
- (2) a highly skilled, motivated and productive work force committed to excellence.

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

1. Job skills and professional development training
2. Emergency response training
3. In-service training
4. Merit system training

5. Tuition benefits as incentive to take university level classes that could lead to a teaching degree and/or promotional opportunities.

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

### C. Working Out of Classification

1. A unit member temporarily assigned to a higher or equivalent classification, who is assigned all of the duties and responsibilities of the higher or equivalent classification, shall, upon approval of the Assistant Superintendent, Human Resources, be paid for such period at the rate of pay applicable to the higher classification as set forth below in ~~Section 3.8.3 of the Personnel Commission Rules, which currently provides:~~
  - a. If the employee is performing duties in a higher classification, the employee is entitled to that step of the range of the higher class that will provide the employee at least a five percent (5%) salary increase.
  - b. If the assignment is in an equivalent class, the payment of a 5% differential shall be paid to the employee for working out of class.
2. The provisions of this Section C shall not apply to the miscellaneous work to which unit members may be assigned during school vacation periods.
3. The rate of pay for such work shall not be less than the unit member's rate of pay in his or her regular position.
4. A unit member shall receive out-of-class pay beginning with the first day he or she is assigned to a higher classification.

### D. Longevity Pay

Following the completion of ten (10) years of satisfactory service, unit members shall receive longevity pay in the amount of two one percent (2.0 1.00%) of Step 19-E. Following completion of fifteen (15) years of satisfactory service, unit members shall receive longevity pay in the amount of three and one-quarter two and twenty-four hundredths percent (3.25 2.24%) of Step 19-E. Following completion of twenty (20) years of satisfactory service, unit members shall receive longevity pay in the amount of four and forty-seven hundredths percent three percent (4.47 3.00%) of Step 19-E. Following the completion of twenty-five

(25) years of satisfactory service, unit members shall receive longevity pay in the amount of ~~five and one-quarter percent three and eighty-four one hundredths (5.25 3.84%)~~ of Step 19-E. ~~Following the completion of the completion of thirty (30) years of satisfactory service, unit members shall receive longevity pay in the amount of six and one-half percent (6.5%) of Step 19-E.~~ Following the completion of the completion of thirty-five (35) years of satisfactory service, unit members shall receive longevity pay in the amount of ~~eight six and forty one hundredths percent (8.06.40%)~~ of Step 19-E.

**NEW**

Response to SEIU 11/19/2022 proposal to move Bus Drivers salary schedule from Range 15a to Range 17 – **Accept** as follows:

Effective July 1, 2022, the salary range for the Bus Driver Classification shall be changed to Range 17, to address the ongoing and retention challenge, subject to the approval of the Personnel Commission. **The Transportation Dispatcher classification shall be increased to two ranges above Range 17, subject to the approval of the Personnel Commission.**

[End of Salary]

San Lorenzo USD – Counter Proposal to SEIU  
Article XXVII - Term  
November 9, 2022 December 2, 2022  
Time: \_\_\_\_\_

**TERM OF AGREEMENT [SAME AS SEUI 3.9.2023 PACKAGE COUNTER]**

The Term of this Agreement is for three (3) years, effective July 1, 2021 through 2021-2022, 2022-2023, and 2023-2024 and is in effect until June 30, 2024.


~~The Parties agree that this Agreement completely and fully resolves negotiations of the 2021-2022 school year.~~

~~The Parties agree to reopen negotiations and begin negotiations for the final year of the contract (July 1, 2023 through June 30, 2024) on the following articles:~~

- ~~— Article XV — Unit Member Salaries;~~
- ~~— Article XII — Unit Member Benefits;~~
- ~~— One (1) non-economic reopener.~~

**SEIU 1021 Bargaining Team**

For SEIU 1021


  
Steve Larsen, Chapter President

  
John Bower, Elected Chief Negotiator

  
Andre Spearman, Field Representative  
Chief Negotiator

**San Lorenzo Unified School District Bargaining Team**

For San Lorenzo Unified School District:

  
Jessica Saavedra, Asst Superintendent HR

**SEIU Bargaining Team**

Dexter Berry  
Robert Bickford  
John Bower  
Andre Comer  
Elise Kaye  
Steve Larsen  
Lori McNally  
Derrick Reboton  
Sonia Sabian  
Rick Solis  
Andre Spearman, SEIU Field Representative

**District Bargaining Team**

Jessica Saavedra, Assistant Supt. of HR  
Doug Marr  
Neal Bloch  
Eddie Hesson Jr.  
Peter Oshinski  
Angela Webster