



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.2

Meeting Date: February 1, 2018

Subject: Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employees International Union (SEIU), Local 1021

- ☐ Information Item Only
- ☐ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☒ Action
- ☐ Public Hearing

Division: Human Resource Services

Recommendation: Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employees International Union (SEIU), Local 1021

Background/Rationale: Government Code section 3547.5 requires public school districts to provide, at a meeting of their governing board, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. A format for such disclosures has been established by the Superintendent of Public Instruction. The disclosures for each tentative agreement, referenced below, are attached.

Financial Considerations: See attachment A

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Executive Summary
2. Attachment A - Sacramento County Office of Education – Public Disclosure of Collective Bargaining Agreements (copies to be provided at the Board Meeting)
3. Attachment B -Tentative Agreement

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer and
Gerardo Castillo, Chief Business Officer

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employee International Union, Local 1021 (SEIU)

February 1, 2018 Board Meeting



I. OVERVIEW / HISTORY

Government Code §3547.5 requires districts to provide the Board of Education, as well as the public, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. The AB 1200 Disclosure provides a summary of the major provisions of the terms of the negotiated tentative agreement. In addition, the cost of the terms for the years of the agreement must also be presented to the public prior to the final approval.

II. DRIVING GOVERNANCE

- Board Policy – Administrative Regulation 4243.1 – Public Notice – Personnel Negotiations – Before entering into a negotiated agreement, the Board shall disclose, at a public meeting, the major provisions of the agreement, including but not limited to the costs that would be incurred by the district under the agreement for the current and subsequent fiscal years.
- Government Code 3547.5 – Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.
- Government Code 3540.2 – A school district that has a qualified or negative certification pursuant to Section 42131 of the Education Code shall allow the county office of education in which the school district is located at least 10 working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer.

III. BUDGET

See Attachment A: Sacramento County Office of Education, Public Disclosure of Collective Bargaining Agreement

IV. GOALS, OBJECTIVES, AND MEASURES

Service Employees International Union, Local 1021 (“SEIU”) and the Sacramento City Unified School District (“District”), collectively referred to as the “Parties” negotiated in good faith to reach a three year Tentative Agreement (“TA”), as set forth in Attachment B.

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employee International Union, Local 1021 (SEIU)

February 1, 2018 Board Meeting



V. MAJOR INITIATIVES

Service Employees International Union, Local 1021 ("SEIU")

The key provisions of the Tentative Agreement with SEIU are summarized as follows:

- **Article 1 – Union Certification and Recognition**
With the recent passage of AB670, "Yard Duty" employees also known as Morning Duty and Noon Duty employees shall be included into the classified bargaining unit, SEIU, Local 1021.
- **Article 6 – Compensation**
 - a) For the 2016-2017 year, the SEIU salary schedule(s) will increase by 2.0% effective January 1, 2017.
 - b) For the 2017-2018 school year, the SEIU salary schedule(s) will increase by 2.0% effective July 1, 2017.
 - c) For the 2018-2019 school year, the SEIU salary schedule(s) will increase by 3.5% effective July 1, 2018.
 - d) Occupational Therapist shall receive a salary increase of 10% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review.
 - e) Buyer II shall receive a salary increase of 6% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review.
 - f) Network Specialist I shall receive a salary increase of 2% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review. The District shall maintain the current percentage increase between Network Specialist I and Network Specialist II
 - g) Instructional Aide, Child Development shall be increased by 1 Range above the current, in addition to any other salary increases bargained in recognition of the additional qualifications and certificates they are required to achieve and maintain.
 - h) Bus Drivers – All current five (5) hour bus drivers shall be increased to six (6) hours. Upon ratification of this agreement, all newly hired bus drivers will be six (6) hours. The District shall maintain 30% of the drivers at eight (8) hours.
 - i) Increase footwear expenses for identified employees from \$135 to \$200 annually
 - j) Increase the timeframe for employees overpaid to be allowed to repay the

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employee International Union, Local 1021 (SEIU)

February 1, 2018 Board Meeting



full amount over one-half times the length of the overpayment

- **Article 7 – Fringe Benefits**

Beginning in 2018-19 school year, six (6) hour (or greater) bargaining unit members will contribute one third of one percent (1/3 percent) of salary toward OPEB (retirement benefits).

- **Article 9 – Assignments -- Meals and Lodging – Transportation Workers**

- a) Meal allowance reimbursement for field trips out-of-district where the destination exceeds a radius of forty (40) miles from the District transportation yard or of more than six (6) hours duration, on weekends or other non-work days, shall be provided.
- b) Uniforms: The District increased the annual amount from \$135 to \$200 for the purpose of purchasing the appropriate safety footwear, as determined by the District. Purchasing accounts will be set up. Such safety footwear must be worn at all times while performing their duties.
- c) The District shall provide aprons, shirts (5 at hiring and 3 each year thereafter), hair nets, hats, or visors which are required to be worn and maintained by all nutrition services food service assistants at all times.

- **Article 11 – Vacations**

Following ratification and Board approval, employees may cash out a one-time offer of up to thirty (30) days of vacation.

- **Article 12 – Leaves**

- a) The District increased childbirth leave from one (1) day to three (3) days leave with pay for the birth of their child, or beginning on the day of final legal adoption of a child, or on the day of initial adoptive placement of a child.
- b) All permanent unit members may use sick leave for paid family medical leave to care for an ill family member. Permanent employees requesting sick leave for an ill or injured family member may be required to provide notice and verification as required in articles 12.2.8 and 12.2.12. Such use of sick leave shall not exceed a total of 12 weeks within a rolling 12-month period. Benefits available under Article 12.2.10 are excluded.
- c) Classified employees accepting certificated positions will have additional rights back to their classified position, unless they were nonelected or laid off from their certificated position

- **Article 13 – Transfers**

- a) Each department shall not exceed five (5) voluntary transfers per school year if the employee requesting the transfer currently works in the same classification, with the same work months and hours as the vacancy;

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employee International Union, Local 1021 (SEIU)

February 1, 2018 Board Meeting



Employees currently undergoing disciplinary action, or have been administratively transferred within the last 12 months, or those with a current overall evaluation of “Does Not Meet Expectations” shall not be permitted to transfer using this article.

- b) All other transfer requests into schools or administrative sites shall be decided on case-by-case basis for special circumstances, and may necessitate a meeting between the requestee, the requestee’s Union representative, and Human Resources designee. Such requests shall be considered. Employees currently undergoing disciplinary action, or have been administratively transferred within the last 12 months, or those with a current overall evaluation of “Does Not Meet Expectations” shall not be permitted to transfer using this article.
- c) An employee may not voluntarily transfer more than once every three (3) fiscal years.
- **Article 19 – Disciplinary**
 - a) The District must issue a Notice of Proposed Disciplinary Action within 60 days, unless mutually agreed to be extended, of the date the District was notified of the act, occurrence, event or circumstance alleged to constitute cause for disciplinary action.
- **Article 25 – Duration**
 - a) This Agreement will remain in effect from July 1, 2017 to June 30, 2020.
 - b) The parties agree to re-openers for total compensation and up to two additional articles by each party in the 2nd and 3rd year of the agreement.
- **Other**
 - a) Extended Catastrophic Sick Leave Donations by an additional 3 months, August 1 to January 31 annually.
 - b) New Employee Orientation Meetings to comply with the new law

VI. RESULTS

Good faith bargaining between the Parties resulted in a signed TA between with SEIU and the District.

VII. LESSONS LEARNED / NEXT STEPS

Approve AB 1200 Disclosure of Cost and the Tentative Agreement for SEIU.

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 1

District's Response

Date:

Date: 9/26/17

13.3 Transfers—Voluntary (Departments Employees Assigned to School Sites - Group A Only)

13.3.1 All permanent unit employees may request a transfer for each numbered Notice of Vacancy by submitting a "Request for Transfer/Additional Hours" form and an application for employment to the Human Resources Office no later than August 30, 2017 March 1st of the current year to be considered for the subsequent school year. Eligible employees shall be put on an eligibility list for future openings at a specific school site. Applications must be submitted by the deadline for each school year. for future openings during the 2017-18 school year and no later than , 2018 for future openings during the 2018-19 school year.

13.3.2 ~~A Request for Transfer must be accepted.~~ Each department shall not exceed five (5) voluntary transfers per school year if the employee requesting the transfer currently works in the same classification, with the same work months and hours as the vacancy; except eEmployees currently undergoing disciplinary action, or have been administratively transferred within the last 12 months, or those with a current overall evaluation of "Does Not Meet Expectations" shall not be permitted to transfer using this article.

13.3.2.1 If more than one Request for Transfer is received, the most senior employee in the vacant job classification, work months, and hours as the vacancy shall be awarded the transfer.

~~13.3.2.2 An employee may not voluntarily transfer more than once every two fiscal years. [Move to below so that it applies to Dept voluntary transfers and All Other Transfers]~~

All Other Voluntary Transfer Requests (Group B)

All permanent unit employees, excluding those in Article 13.3 and 13.3.1, may request a transfer for each numbered Notice of Vacancy by submitting a "Request for Transfer" form no later than the final filing date of the posting.

13.3.2.2 All other transfer requests into schools or administrative sites shall be decided on case-by-case basis for special circumstances, and may necessitate a meeting between the requestee, the requestee's Union representative, and Human Resources designee. Such requests shall be considered. Employees currently undergoing disciplinary action, or have been administratively transferred within the last 12 months, or those with a current overall evaluation of "Does Not Meet Expectations" shall not be permitted to transfer using this article.

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

13.3.2 .3Any permanent employee who accepts a voluntary transfer (change in work location without a change in classification) shall be allowed to release himself/herself for any reason within thirty (30) calendar days of beginning his/her assignment. Likewise, the District shall be allowed to release an employee within thirty (30) calendar days of the employee beginning work in the new assignment. Any employee released under this section shall be returned to the site or administrative unit, classification, and hours to which they were employed immediately prior to the transfer.

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 2

Date:

6/13/17

District Response

Date:

TA 11:34 AM

12.26 Permanent Classified Employees Accepting Probationary Contract

12.26.1 A permanent classified employee of the District who is offered and accepts a probationary contract for certificated employment within the District shall be required to resign his/her classified position but will retain the rights as outlined in sections 12.26.2 through 12.26.4 below.

12.26.2 If the employee is nonreelected from his/her certificated position at the end of either the first or second year, the employee shall be placed on the 39-month classified employee reemployment list (effective the first date following his/her last date of employment as a certificated employee) and assigned to the next available vacancy based upon his/her District seniority in the classification from which he/she resigned and shall not have any displacement ("bumping") rights retain the right to displace (bump) the least senior employee in the classification, work year and work hours from which he/she resigned. . If there is no vacancy or if the employee does not have enough seniority to displace a less senior employee in the district, the employee shall be placed on the 39-month classified employee reemployment list (effective the first date following his/her last date of employment as a certificated employee).

12.26.3 If an employee under this section becomes a permanent certificated employee of the District he/she shall no longer have any rights to reemployment as a classified employee under this Agreement. Moreover, if an employee is released during his/her first or second probationary year of certificated employment for cause, he/she shall have no ~~automatic~~ return rights to his/her classified position.

12.26.4 Employees nonreelected *or laid off from a certificated position* after their first or second probationary *third* year ~~shall only have the right to be placed in the next available vacancy from which he/she resigned as indicated above, and shall not have any displacement ("bumping")~~ rights.



SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Response to District Counter to Proposal # 3

Date: 6/13/17

9.11.2 The District will provide transportation shop personnel, roofers, and other staff as designated by the District with an annual allowance of \$135 up to \$165 \$200 vouchers redeemable at Grainger Industrial Supply, 3691 Industrial Blvd, West Sacramento, for the purpose of purchasing the appropriate safety steel-toed footwear as determined by the District. Purchasing accounts will be set up. Such safety steel-toed footwear must be worn at all times while performing their duties.

9.11.3 STRIKE ALL

Renumber subsequent articles.

TA 10:13AM

Cu

Tim Ginn
Michael [Signature]

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 5

Date: 12/13/17

1.3 Bargaining Units

Add the following job classifications to the SEIU Local 1021-represented bargaining units

Administrative Assistant to Chief Bus Officer
Administrative Assistant CAMS
Administrative Assistant EIS
Administrative Assistant HRS
Auditor Analyst
Board of Education Specialist
Budget Analyst
Child Sitter
Classification and Compensation Specialist
HRS Analyst
Office Assistant – Fiscal Services
Personnel Specialist
Special Assistant to BOE
Yard Duty
Crossing Guards – aka Walking Attendant
All current substitute, per diem, or on-call employees

District's Response (Amended)

Date: 12/13/17

The District does not accept this proposal due to the conflict of interest of confidential positions. In addition, the District does not have a need, nor funding, for non-represented positions listed above to be required to work 9, 10, 11, or 12 months as they are intermittent/as needed.

However, the District agrees with the recent passage of AB670, that "Yard Duty" also known as Morning Duty or Noon Duty, shall be included into the classified bargaining unit, SEIU, Local 1021. The District is proposing that they be included in the Operations Support Services unit of SEIU and be placed on Range 22.

7 and 9
CW 52

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 6

Date:

5/10/17

Article 9.9.1 For out-of-District field trips where the destination exceeds a radius of forty (40) miles from the District transportation yard *or* ~~and~~ of more than six (6) hours duration, meal allowances will be paid as follows:

Breakfast: \$10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: \$15.00

Dinner: \$31.00 (if required to be on duty after 7:00 p.m.)

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 7

TA NOON

Date: 6/21/17

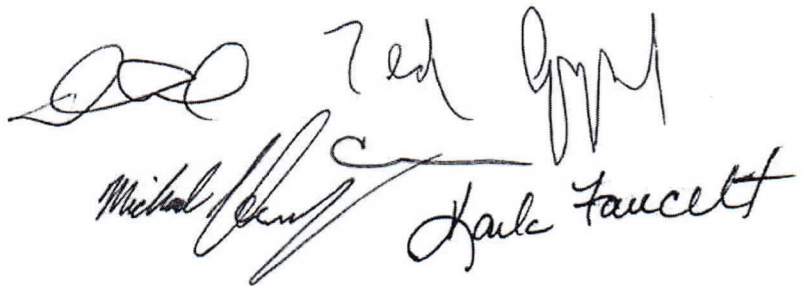
Article 9.9.1.2 For field trips scheduled on weekends or other non-work days, meal allowances will be paid as follows:

Breakfast: \$10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: \$15.00

Dinner: \$31.00 (if required to be on duty after 7:00 p.m.)

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.


Michael [unclear] Ted Gynn Hank Faucett

11/16/17

TA 12:28pm

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 8

Union counter to District Response:

LaO
Dark Taucett *Michael*
Date: 11/16/17
Ted *Guyl*

Article 6 – Compensation – Bus Driver

All employees in Job Class Code 092000 shall receive a salary increase of 6% 3% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review and the current difficulties the District has in recruiting and retaining school bus drivers. The District shall maintain the current percentage increase between Bus Driver and School Bus Driver Instructor.

District's Response:

According to the SCUSD 2016 External Competitiveness Review for Bus Drivers, the Market Base Salary Midpoint is \$35,413 and SCUSD is \$36,318.

SCUSD also compensates employees at 100% of health benefit costs, offers longevity and education incentives.

Mid-point for SCUSD total compensation is \$70,678 versus external mid-point of \$53,855.

The District believes that the total compensation for Bus Drivers with surrounding school districts is competitive.

Union's Rebuttal:

Clearly the District is not competitive enough with surrounding school districts as we cannot recruit or retain sufficient numbers of drivers.

DISTRICT'S RESPONSE:

All Bus Drivers are employed at a minimum of 5 hours per day; however, the District agrees that 30% of the employed Bus Drivers shall be at 6 hours per day.

UNION COUNTER:

Thirty percent (30%) of employed School Bus Drivers shall be guaranteed 8 hours per day. All other School Bus Drivers who agree to make themselves available shall be guaranteed 7 hours per day.

DISTRICT COUNTER

11-16-17
All ^{current} 5 hour bus drivers shall be increased to 6 hrs.
Upon ratification of this agreement, all newly hired bus drivers will be 6 hrs. THE DISTRICT SHALL
MAINTAIN 30% OF DRIVERS AT 8 HOURS.

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 9

Date: TA - 11:49 AM

District Response:

Date: 6/21/17

Article 6 – Compensation – Occupational Therapist

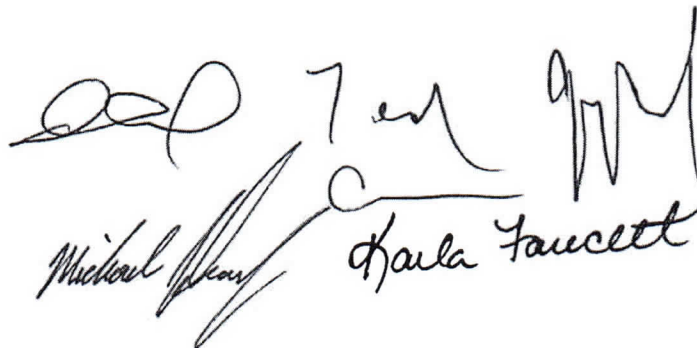
All employees in Job Class Code 956800 shall receive a salary increase of ~~46%~~ 10% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review.

Buyer II

All employees in Job Class Code 051600 shall receive a salary increase of ~~44%~~ 6% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review.

Network Specialist I

All employees in Job Class Code 956000 shall receive a salary increase of ~~6%~~ 2% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review. The District shall maintain the current percentage increase between Network Specialist I and Network Specialist II


Michael [unclear] Kara Faucett

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 10

District Response

Article 6 – Compensation

Date:

Date: 10/25/17

All employees in Job Class Code 073700 IA, Child Development shall be increased by 1 Range above the current, ~~receive a salary increase of 5%~~ in addition to any other salary increases bargained in recognition of the additional qualifications and certificates they are required to achieve and maintain.

TA 9/27/17
11:59AM

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 11

Date:

Union Counter to District Response

Date: 9/27/17

12.12.7 Family Leave

All permanent unit members may use sick leave for paid family medical leave to care for an ill family member. ~~Such leave shall be required to meet the eligibility criteria set forth by the Family Medical Leave Act and the California Family Rights Act and~~ Permanent employees requesting sick leave for an ill or injured family member may be required to provide notice and verification as required in articles 12.2.8 and 12.2.12. Such use of sick leave shall not exceed a total of 12 weeks within a rolling 12 month period.

Benefits available under Article 12.2.10 are excluded.

TH
[Signature] Michael [Signature]
Hank Lucett [Signature]
Tim [Signature] [Signature]

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 12

District Response

Date: 11/9/17

Date: 11/9/17

12.11 Leave for Childbirth

A three (3) day ~~one (1) day week~~ leave with pay shall be granted to a permanent or probationary employee ~~at~~ for the birth of ~~his or her~~ their child, or *beginning* on the day of final legal adoption of a child, or on the day of initial adoptive placement of a child. This three (3) days ~~one day week~~ of paid absence shall not be charged to sick leave, vacation, or any other paid absence.

Teri Ford
Michael [Signature] Chris Paula Tancett
[Signature]

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 14

Date: 8/²⁴~~16~~/17

Tentative Agreement

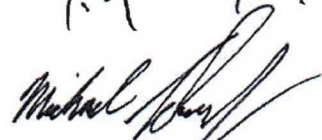
Vacation Cash Out

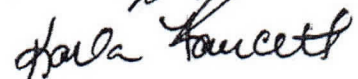
11.2.3 Employees with accumulated vacation shall be allowed to cash out up to a maximum of ~~five (5)~~ ~~twelve (12)~~ eight (8) days each year. Employees desiring to cash out vacation may do so by providing written notification to the Payroll Department sixty (60) days in advance and may cash out twice each fiscal year. Requests received by Payroll by October 1 will be reimbursed by November 30 and requests received by Payroll by May 1 will be reimbursed by June 30.






7.9 8/24





 8/24/12


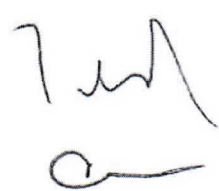



SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 16

TA

Date: 6/21/17

6.12.1 The District shall notify the employee of the amount and nature of the overpayment. This notification shall be given to the employee not less than 30 days prior to the deduction of the amount owed from the employee's paycheck and shall include the language set forth in Section 6.12.2 and 6.12.3 below. If the employee does not dispute the debt, the District may begin deducting from the next regular paycheck(s) in *such* an amount equal to, and in like manner and duration as, the amount of overpayment per check *that the overpayment is repaid in full over one and one-half times the length of the overpayment.* (For example, if the overpayment was made in equal amounts in ten (10) consecutive paychecks, the deduction for repayment shall be made in the same amounts for ~~ten (10)~~ fifteen (15) consecutive paychecks). Nothing in this section shall preclude an employee and the District from agreeing to repay the debt owed in different increments, providing the agreement to do so is voluntary and is reduced to writing.

   6/21



TA

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 17

24
Date: 8-16-17

Union Counter to District Response

11.2.4 ~~Within 60 days of~~ Following ratification of this agreement, employees with accumulated vacation shall be allowed to cash out up to thirty (30) days of vacation. This is a one-time offer and employees must apply ~~by October 31st~~ using the District Vacation Cash Out Form and submitting it to the Payroll Department within 90 days of ratification and approval of this agreement. Payment will be issued no later than December 2017 within 60 days of the application deadline. ~~Board of Education ratifying this agreement.~~



Michael Brown



Paula Hancock

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Response to District Counter to Proposal # 18

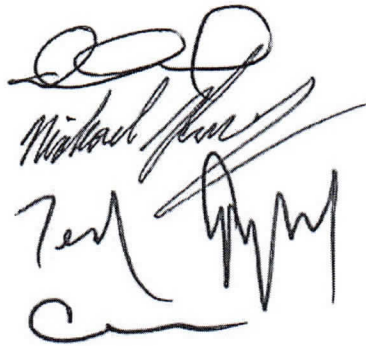
Date: 6/13/17

18.4.4 The written Level I grievance shall be *filed by email or template electronically to district designated email address* ~~with the Administrative Assistant to the Chief Human Resources Officer~~ upon a form provided by the District, *or in person at the Human Resources desk* and shall include the following:

- a. A detailed description of the specific grounds of the grievance including names, dates, and places necessary for an understanding of the grievance;
- b. A listing of the specific article(s) and section(s) of the Agreement or statute alleged to have been violated, misinterpreted or misapplied; and
- c. A listing of specific action(s) requested of the District which will remedy the grievance.

~~18.4.5 The union and the District agree to meet to discuss developing a new grievance form.~~

TA 6/13/17 10:25 AM


Michael
Terrell
C

SEIU Local 1021 Negotiations with Sacramento Unified School District

TA 12:04 PM

Union Proposal # ~~18~~ 19

Date: 6/21/17

18.6.3 A Level II written grievance shall be considered a formal request for a Level II mediation, and, if the matter remains unsettled after the final mediation session, a written decision by the Superintendent or his/her designee. Initial Mediation shall be *requested through the California State Mediation and Conciliation Service* held within ~~thirty (30)~~ five (5) working days from receipt of the written Level II grievance by the ~~Office of Employee Relations~~ Human Resources Office, unless extended by mutual agreement of the parties.


Michael [unclear] Harle Fancett


SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 20

TA
Date: 7/12/17
2:50pm

18.11 Grievance Form

| All formal grievances shall be filed *as described in Article 18.6.3 18.4.4.* on a District grievance form
~~which shall be designed and agreed upon by the District and the Union.~~


Michael H. H. H.
Karla Fancett



SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 21

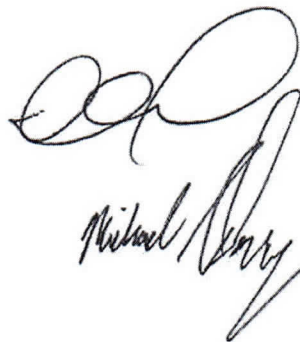
TA

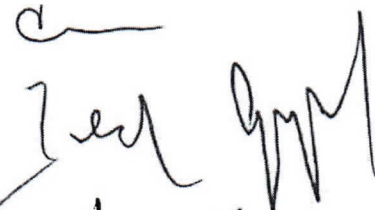
Date: 11:54 AM

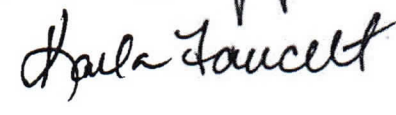
District Response:

Date: 6/21/17

19.2.3 The District must issue a Notice of Proposed Disciplinary Action within 60 days, unless mutually agreed to be extended, of the date the District ~~knew or should have known~~ was notified of the act, occurrence, event or circumstance alleged to constitute cause for disciplinary action.


Michael Berry


Linda Gynn


Paula Faussett

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 22

Date:

District Response


Date: 7/12/17

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

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

~~Decisions of hearing officers on matters properly before them shall be final and binding on the parties hereto, to the extent permissible by law.~~

TA 3:42 PM


Michael P. [unclear]
Karl Kaucer

7:00 PM 7/12/17
G 7/12/17

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 25

District Response 12/14/17

6.1.3 a. For the 2016-2017 year, the SEIU salary schedule(s) will increase by 2.0% effective January 1, 2017.

b. For the 2017-2018 school year, the SEIU salary schedule(s) will increase by 2.0% effective July 1, 2017.

c. For the 2018-2019 school year, the SEIU salary schedule(s) will increase by 3.5% effective July 1, 2018.

TA
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Michael
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SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 26

Date: 6/13/17

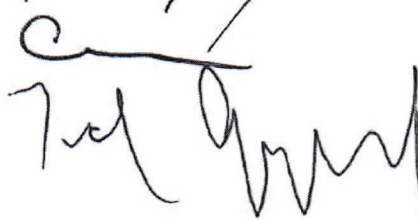
TA 11:25 AM

Attachment G – Catastrophic Sick Leave Bank

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

Add C.9. *The District and Union shall meet to design a catastrophic leave bank donation form allowing employees to make a standing donation if desired, or a one-time donation.*

Add C.10. *The District shall send out ^{electronic} reminders in August and December to all bargaining unit members of the deadline for submitting donations.*


Michael

Ted

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 27

Date: 10/25/17

Union Response to District Counter

3.5.1.9 The District will schedule a ten (10) minute segment during the classified new employee orientation for the purposes of acquainting the SEIU covered employees with their SEIU representational rights and the collective bargaining agreement between the District and SEIU.

New Employee Orientation Meetings

- (a) "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by SEIU. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the SEIU unit.
- (b) The District agrees that each newly hired employee shall participate in a mandatory new employee orientation, as small as one individual, prior to or within the first ten (10) calendar days from date of hire without loss in compensation.
- (c) Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union without loss in compensation.
- (d) If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, a make-up orientation shall be scheduled with a mandatory session, conducted by the Union. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The District shall provide notice referenced in 3.5.1.15.
- (e) Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.
- (f) The new employee orientation session shall be held at the District Office.

3.5.1.11 Release Time

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

3.5.1.12 Neutrality

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

3.5.1.13 Facility and Resource Access

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

3.5.1.14 Employee Information

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

3.5.1.15 Notice of Newly Hired Employee(s)

The District shall provide the Union with at least ten (10) days' notice of any new employee orientation meeting and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the new employee orientation meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of newly hired employees. Additionally, the District shall provide this information to the Union for all bargaining unit employees at least every 120 days or when requested.

Sacramento Unified School District with SEIU Local 1021 Negotiations 2017

TA 11:15

Union Response to District Proposal # 1

Date: 6/27/17

Article 25 Duration

25 Effect

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

25.1 Signing of Agreement

This Agreement is effective on the date ratification is completed by the Board of Education of the Sacramento City Unified School District and Local 1021~~790~~, of the Service Employees International Union.

25.2 Duration

This Agreement shall be effective upon ratification by the parties, and shall begin July 1, ~~2005~~July 1, 2017, and continue through June 30, ~~2020~~2008. The parties agree to re-openers up to two (2) articles by each party on total compensation in the 2nd and 3rd year of the agreement.


The block contains three handwritten signatures. The top signature is a stylized cursive name. The middle signature is written in a more legible cursive and appears to read 'Michael'. The bottom signature is also in cursive and appears to read 'Kale'. The signatures are written in black ink.

Sacramento Unified School District with SEIU Local 1021 Negotiations 2017

District Proposal #3

Date: 8/9/17

~~17.5.1 Job-Related Courses~~

~~Fifty percent (50%) of the professional growth credits (24 units) shall be directly related to the employee's duties as defined by job classification specifications and/or related to other District positions for which the employee seeks to qualify for transfer and/or promotion.~~

~~17.5.2 General Education Courses~~

~~Fifty percent (50%) of the professional growth credits (24 units) may be "general education" units which shall be certified as appropriate by the Chief Personnel Officer or designee. Courses which are avocational, hobby type or are taken for personal pleasure or amusement are not certifiable.~~

TA 8/9/17
C
Ted [signature] 8/9/17
[signature]
Michael [signature]

TA 12:17 PM


Sacramento Unified School District with SEIU Local 1021 Negotiations 2017

Union Response to District Proposal #

34

Date: 9/27/17

Beginning in 2018-19 school year, six (6) hour (or greater) bargaining unit members will contribute ~~\$15/month~~ ^{base} one third of one percent (1/3%) of salary toward OPEB (retirement benefits).


Ted [unclear]

Sacramento Unified School District with SEIU Local 1021 Negotiations 2017

District Proposal #5 (Amended)

Date: 12/13/17

New Article

(3 at hiring & 3 each year thereafter)

9.11.5 The District shall provide aprons, shirts, hair nets, hats, or visors which are required to be worn and maintained by all nutrition services food service assistants at all times. ~~Non-uniform black pants, preferred for safety reasons, of unspecified design shall be worn with uniform.~~

[Handwritten signatures]

Sacramento Unified School District with SEIU Local 1021 Negotiations 2017

District Proposal #6

Date: 12/13/17

New Article

During Per Diem Summer Work, the following criteria shall be used to select eligible applicants that apply to work during summer:

- a. Food Service Assistant IVs with the most seniority in that classification shall be selected for available positions.
- b. Food Service Assistant IIIs who are currently Food Service Assistant IV or Food Service Assistant III by using their Food Service Assistant III seniority date in that classification shall be selected for available positions.
- c. Food Service Assistants who are currently employed in the District, who apply and meet the qualifications of the classification shall be selected for available positions.

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