AGREEMENT

between

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION

AFL-CIO, LOCAL 620

July 1, 2026 – June 30, 2029

Table of Contents

Agreement		1
Article 1	Recognition	1
Article 2	Retained Rights	2
Article 3	Work Stoppage	4
Article 4	Union Rights	5
4.1	Printing of Agreement	5
4.2	Negotiations Committee	5
4.3	Release Time Bank of Hours	5
4.4	Union Access	5
4.5	Names and Addresses of Covered Workers	5
4.6	Union Requests for Information	6
4.7	Non-Discrimination	6
4.8	Liaison Meetings	6
4.9	Other Rights	6
4.10	Official Representatives	6
4.11	Stewards	6
4.12	Payroll Deduction	7
Article 5	Grievance and Arbitration Procedures	9
5.1	Definitions and General Provisions	9
5.2	Informal Level	9
5.3	Step 1	9
5.4	Step 2	10
5.5	Time Limits	10
5.6	Released Time	10
5.7	Arbitration	10
5.8	No Reprisals	10
Article 6	Hours of Employment	12
6.1	General	12
6.2	Work Schedules	12
6.3	Overtime	13
6.4	Compensatory Time Off	13
6.5	On-Call Pay	13
6.6	Call-Back Pay	13
6.7	Increases in Hours of Part-Time Positions	14
6.8	Distribution of Extra Work and Field Trips	14
6.9	Split Shifts	14
6.10	Travel between Separate Site Assignments	15
6.11	Night Shift Differential	15
6.12	Lunch Period	15
6.13	Rest Periods	15
6.14	Clean-Up Time	15
6.15	Annual Bidding - Bus Drivers/Bus Drivers/Operations Service Workers	15
6.16	Food Services - Summer Assignment	15
6.17	Transportation - Summer Assignment	16
6.18	Leap Year Provision	16
6.19	Departmental Meetings	16
6.20	Transportation - Special Trip Cancellation	16
6.21	4-10 Schedule	16

Article 7	Transfers	18
7.1	Definition	18
7.2	Initiation of Transfers	18
7.3	Selection Criteria	18
7.4	Notice and Review	18
7.5	New Probationary Period	18
Article 8	Evaluations	19
8.1	Probationary Unit members	19
8.2	Permanent Unit members	19
8.3	Procedure to Be Followed	19
8.4	Notice of Unfavorable Report	20
8.5	Representation at Interviews	20
Article 9	Progressive Discipline	21
9.1	Cause for Discipline	21
9.2	Procedure for Disciplinary Action	21
9.3	Appeal	22
9.4	Hearing Procedure	23
9.5	Applicable Personnel Commission Rules	24
9.6	Limitations and Files	24
Article 10	Personnel Files	25
10.1	Inspection of Files	25
10.2	Comments and Review	25
10.3	Authorization to Examine Files	25
Article 11	Safety	26
Article 12	Leaves of Absence	27
12.1	General Provisions	27
12.2	Sick Leave	28
12.3	Extended Sick Leave	29
12.4	Industrial Accident and Illness	30
12.5	Personal Necessity Leave	31
12.6	Bereavement Leave	32
12.7	Pregnancy, Maternity Disability, and Parental Baby-Bonding Leave	32
12.8	FMLA and Other Leaves Provided by Law	33
12.9	Legal Commitment	33
12.10	Military Leave	34
12.11	General Leave of Absence Without Pay	34
12.12	Union Business Leave-Unpaid	34
Article 13	Vacation and Holidays	35
13.1	Vacation	35
13.2	Paid Holidays	36
13.3	Attendance Incentive	37
Article 14	Fringe Benefits	38
14.1	District Contribution for Full-time Unit members	38
14.2	District Contribution for Part-time Unit members	38
14.3	District Contribution for Retirees	38

14.4	District's Obligations	38
14.5	Health Care Cost Containment Committee	38
14.6	PERS Pickup	39
14.7	State Disability	39
14.8	Life Insurance	39
14.9	Internal Revenue Code Section 125 Benefit Plan	39
14.10	Defined Benefit Plan	39
Article 15	Pay and Allowances	40
15.1	Rates of Pay	40
15.2	Frequency - Once Monthly	40
15.3	Payroll Errors	40
15.4	Initial Placement on Salary Schedule	40
15.5	Step Advancement	41
15.6	Placement After Leave of Absence	41
15.7	Promotional Increases	41
15.8	Placement When Demoted	41
15.9	Mileage, Lodging and Meal Reimbursement	42
15.10	Use of Private Vehicles	42
15.11	Uniform and Safety Boot Allowance	42
15.12	Transportation	43
15.13	Working Out Of Classification	43
15.14	Comparison Districts	43
15.15	Professional Growth Program	43
15.16	Extra Duty Assignments	44
15.17	Additional Assignments in Designated Classifications	44
Article 16	Layoff and Reemployment	45
16.1	Definition	45
16.2	Notice of Layoff	45
16.3	Order of Layoff	45
16.4	Seniority	45
16.5	Bridging	45
16.6	Rights of Unit Members Laid Off for Lack of Work or Funds	45
16.7	Additional Provisions	46
Article 17	Separability and Savings	47
Article 18	Union Security	48
18.1	Maintenance of Membership	48
18.2	Hold Harmless	48
Article 19	Entire Agreement	49
Article 20	Term of Agreement	50
Attachment I	SEIU 2026-27 Salary Schedule	51
	SEIU 2027-28 Salary Schedule	52
	SEIU 2028-29 Salary Schedule	53
Attachment II	Plans and Rates for the 2026-27 Contract Year	54

AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of April, 2019, by and between SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT, San Luis Obispo, California, hereinafter referred to as the "District," and SERVICE EMPLOYEES INTERNATIONAL UNION (AFL-CIO) LOCAL 620, hereinafter referred to as the "Union."

WITNESSETH

ARTICLE 1 RECOGNITION

1.1 Pursuant to the Representation Election Agreement dated January 7, 1977, the District recognizes the Union as the exclusive representative for the employees of the Maintenance-Operations-Transportation-Food Service bargaining unit:

1.1.1 INCLUDED: Permanent and probationary classified unit members including those in the following classifications: Custodial Crew Chief II, Custodial Crew Chief I, Senior Custodian, Custodian III, Custodian II, Custodian I, Carpenter, Electrician I and II, HVAC Technician I and II, Painter I and II, Locksmith, Plumber, Irrigation Systems Worker, Senior Groundsworker, Grounds Equipment Operator, Groundsworker, Lead Mechanic, Transportation Dispatcher, Bus Driver Trainer, Delegated Behind-the-Wheel Bus Driver Trainer, Mechanic, Bus Driver, Bus Driver/Operations Service Worker, Warehouse Assistant, Warehouse Delivery Driver, Culinary Worker, Baker, Cook, Food Service Delivery Driver, Food Service Warehouse Delivery Driver, Culinary Worker II, Culinary Worker I, and Crossing Guard. The terms "employee," "worker," or "unit member" may be used interchangeably throughout this agreement to refer to those persons who are included within this bargaining unit.

1.1.2 EXCLUDED: All certificated unit members; all unit members in the Clerical-Fiscal-Aides bargaining unit; all casual, temporary or provisional personnel such as substitutes; all non-classified personnel such as Playground/Campus Supervisor, Accompanist, and Athletic Aide; all Management and Supervisory employees such as Assistant Superintendent of Business Services, Director of Fiscal Services, Director of Facilities, Operations, and Transportation, Director of Information Services and Technology, Director of Food Service, Central Kitchen Supervisor, Transportation Supervisor, Maintenance Supervisor, and Operations Supervisor; all confidential employees (such as Executive Assistant, Payroll Specialist, Human Resources Analyst, Human Resources Technician, and Human Resources Administrative Assistant); and all exempted positions such as Executive Assistant to the Superintendent.

1.2 The appropriate unit placement of any newly created classifications in the classified service shall be discussed between the parties hereto, and if no agreement is reached, the dispute shall be submitted to P.E.R.B. proceedings rather than to the grievance procedures of this Agreement. Any other adjustments to the unit composition shall be made only upon mutual written agreement. This Article shall not be subject to the grievance procedures of this Agreement.

ARTICLE 2 - RETAINED RIGHTS

2.1 All matters which are not specifically enumerated as within the scope of negotiations in Government Code 3543.2, or which are not limited by the express terms of other articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

2.1.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

2.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget controls policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the agreed upon wage obligations of this Agreement;

2.1.3 The acquisition, disposition, number, location, types and utilizations of all District properties and equipment, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;

2.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public, the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, subject only to Code restrictions upon same and to the consultation rights of the Union under Article 4;

2.1.5 The utilization from time to time of personnel not covered by this Agreement, including but not limited to consultants, and personnel occupying positions listed as "Excluded" in Article 1 of this Agreement, to do work which is normally done by unit members covered hereby, and the methods of selection and assignment of such personnel, subject only to the consultation rights of the Union under Article 4;

2.1.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extracurricular and co-curricular activities, and emergency situations; and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;

2.1.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; the creation and abolition of positions; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location (subject to Article 7, Transfers) and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; staffing levels, workloads, and the number of unit members; and the determination as to whether, when and where there is a job opening;

2.1.8 The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented during the term of the Agreement;

2.1.9 The duties and standards of performance for all unit members; and whether any unit member adequately performs such duties and meets such standards;

2.1.10 The dates, times and hours of operation of District facilities, functions, and activities, work schedules; the school calendar; the assignment of paid duty days beyond the regular assigned duty year; the assignment of overtime;

2.1.11 Safety and security measures for unit members, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

2.1.12 The rules, regulations and policies for all unit members, students and the public, subject only to clear and explicit limitations contained in this Agreement;

2.1.13 The administration of all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans; and

2.1.14 The retirement of unit members for age or disability.

2.2 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

2.3 It is not the intention of the parties, in setting forth the above-mentioned rights of the District, to detract or diminish in any way the rights of the Union or of unit members as expressly set forth elsewhere in this Agreement; and if there is a direct conflict between the above-mentioned District rights and the express terms of another Article of this Agreement, the language of the latter shall prevail.

2.4 The above-mentioned reserved rights of the District shall be deemed to include the right of the Personnel Commission to establish lawful rules and regulations applicable to unit members. However, in the event of a direct conflict between such rules or regulations and the express terms of this Agreement, the latter shall prevail.

2.5 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance provisions set forth in Article 5, unless the grievance in question is a complaint that the District has violated an express provision of some other Article of this Agreement, which Article is itself subject to the grievance procedure.

ARTICLE 3 - WORK STOPPAGE

3.1 Apart from and in addition to existing legal restrictions upon work stoppages, the Union hereby agrees that neither it nor its parent/affiliates nor their respective officers, agents, representatives or members, or the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatever during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article 5, disputes which are specifically not subject to the grievance provisions of Article 5, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Union and its parent/affiliates and their respective officers, agents and representatives will do everything within their power to end or avert the same.

3.2 Upon the Union's violation of Paragraph 3.1, and in addition to the District's rights to judicial relief in the form of injunctions and damages, the District may suspend or terminate this Agreement upon written notice to the Union to such effect, following which the District shall have the right unilaterally to effectuate, without prior notification to or discussion with the Union such changes in wages, hours, and terms and conditions of employment of unit members covered hereby as are, in the sole judgment of the District, necessary and proper in order to restore and maintain efficient operation of the school system.

3.3 Any unit member authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, work stoppage, or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination. The District reserves the right to selectively discipline unit members hereunder.

3.4 In the event that the Union, its officers, agents or representatives, or the unit members or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article 5, the Union (and the unit members) shall be deemed to have waived the right to process the grievance or dispute through the grievance procedures and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE 4 - UNION RIGHTS

4.1 Printing of Agreement: The District shall post the Agreement on the District website and update the Agreement as changes are made. The District shall notify members whenever the agreement is updated and provide the link to the posted copy. The District shall provide printed copies of the agreement when requested.

4.2 Negotiations Committee: There shall be a maximum of seven (7) official representatives of the Union, designated to attend any negotiation meetings with District Management which are mutually scheduled by both parties. Reasonable release time will be provided, and this release time will not be subject to the provisions of Section 4.3.

4.3 Release Time Bank of Hours: Except for the Negotiations Committee (see above), the granting of release time to unit members under any provisions of this contract shall be subject to the following provisions:

4.3.1 Release time must be requested and scheduled in advance-preferably as far in advance as possible.

4.3.2 If release time is approved, the unit members will log the time they leave their work assignment, where they can be reached, and the time they return on a form to be provided by the District. Said form will be left with the immediate Supervisor. The Union will be furnished with a report of hour usage on a quarterly basis.

4.3.3 Such release time shall be limited to an aggregate of 120 hours per year.

4.4 Union Access: Union staff representatives shall be granted access to District premises for the purposes of administration of this Agreement and for the purpose of conducting appropriate Union business under the following conditions:

4.4.1 The Union staff representative shall give the site Administrator or designee advance notice of his/her intended visit.

4.4.2 The site Administrator or designee shall be notified immediately upon arrival of the Union staff representative and prior to the conducting of Union Business.

4.4.3 Visits to unit members or employee groups for the purpose of conducting appropriate and official Union business shall be confined to non-working time and shall not interfere in any way with normal duties. Non-working time is the time before and after the assigned hours of work, lunch periods and designated rest breaks.

4.4.4 The Union shall be allowed use of the intra-District phone system for local intra-District calls and unit member mail boxes where applicable.

4.4.5 The Union, where it represents unit members, shall be provided use of adequate and accessible space on bulletin boards for communications.

4.4.6 The District shall make available District buildings and other facilities for reasonable use by the Union or their representative subject to the provisions of the Civic Center Act. There shall be no fee charged and facilities shall be used in accordance with administrative procedures governing such use.

4.5 Names and Addresses of Covered Workers: The District shall supply the Union annually with a list of names, home addresses (except for those who have requested such information not be disclosed) and classifications of all unit members within the representation unit. Such list shall be supplied at no expense to the Union.

4.6 Union Requests for Information:

4.6.1 The Union shall be furnished, without charge, one set of the Board of Education agendas and packets, and Personnel Commission agendas and packets at the same time as such are made available to the public.

4.6.2 The District shall furnish to the Union, upon request, a copy of any published information that is available to the general public concerning items affecting the unit. The Union agrees to pay a reasonable charge for such material if a special copy has to be made.

4.7 Non-Discrimination:

4.7.1 The District shall not unlawfully discriminate against unit members because of race, age, sex, color, physical disability, creed, national origin, religion, affiliations, political opinions, or sexual orientation. Any dispute arising under this section shall be handled under appropriate administrative and legal proceedings rather than the grievance procedure.

4.7.2 The District shall not unlawfully interfere with, intimidate, restrain, coerce, or discriminate against any unit member in her/his free choice to participate in Union activities or join the Union.

4.8 Liaison Meetings: The District will continue its practice of meeting with the Union to review and discuss current problems, practices, and the administration and enforcement of this Agreement within the District/unit.

4.9 Other Rights: The Union retains its right to meet and consult with the District upon request with respect to:

4.9.1 The subcontracting of services which directly results in the elimination of unit members' jobs. The District shall give at least thirty (30) days advance notice to the Union prior to final decision.

4.9.2 The commencement of assigning non-unit members to perform work normally performed solely by unit members, if such assignments are intended to last or do last more than sixty (60) calendar days.

4.9.3 Changes in services which are expected to result in the elimination of unit members' jobs.

4.9.4 Employee selection and promotion policies and procedures, including Oral Board procedures.

4.10 Official Representatives:

4.10.1 The District agrees, upon reasonable prior request and scheduling and subject to the Release Time Bank of Hours (Section 4.3, above), to provide release time without loss of pay or benefits for three (3) official representatives or their alternates, for attendance at any mutually agreed Union/District meetings held during work hours and to conduct other Union business as deemed necessary.

4.10.2 The Union agrees to notify the District of their three (3) official representatives or their alternates and to keep this list current.

4.11 Stewards: The Union will be permitted to maintain Union Stewards for the following purposes:

4.11.1 To advise unit members who come to them concerning the grievance procedure.

4.11.2 To advise unit members and confer with the District Management concerning the application of this Agreement.

4.11.3 Steward Rights: Shop Stewards shall have the right to:

- Post official Union notices on designated bulletin boards.
- On their own time to coordinate Union meetings which may be held on the worksite during non-working time for any unit member in attendance, subject to availability of facilities.

4.11.4 Steward Presence: The appropriate Union Steward may be present at proceedings in accordance with Article 5, (Grievance and Arbitration Procedures).

4.11.5 Number of Stewards:

4.11.5.1 The Union shall select a maximum of ten (10) Shop Stewards.

4.11.5.2 The Union shall submit to the District a list containing the name of Shop Stewards and the Chief Steward. Such lists shall be kept current. The Union will post the name of the Shop Steward on the site or school employee bulletin board.

4.11.6 Chief Steward:

4.11.6.1 The Union may designate one (1) Chief Steward from among the Stewards designated in 4.11.4.

4.11.6.2 The Chief Steward shall be entitled to release time to replace Stewards when the Steward is not available, and shall comply with Sections 4.11.1., 4.11.2., and 4.11.3.

4.11.6.3 Chief Steward shall be entitled to release time to attend grievance resolution meetings or disciplinary hearings, and to conduct other business necessary in the investigation of grievances.

4.11.7 Grievance Related Release Time: See Article 5 (Grievance and Arbitration Procedures).

4.12 Payroll Deduction: It is agreed that the Union has the exclusive right to have membership dues deducted for unit members by the District. The District shall, upon appropriate written voluntary authorization from any unit member, deduct and make appropriate remittance for Union membership dues, insurance premiums, credit Union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the Union and the District. Said deduction, together with a written statement of the unit member's name and the amount deducted, shall be forwarded promptly to the Union office.

4.13 AB119 Employee Information:

a. The District shall provide SEIU a list of all new hires that would be eligible for union membership on a monthly basis. “Newly hired employee” or “new hire” means any employee, whether full time or part time, hired by the District, whose current position has placed them in the bargaining unit represented by SEIU

b. The District shall provide SEIU with contact information on the new hires. The information will be provided to SEIU electronically via a mutually agreeable format, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

i First Name;
ii Middle initial;
iii Last name;
iv Suffix (e.g. Jr., III)
v Job title/Classification;

vi Department;
vii Primary worksite name;
viii Home Street address (incl. Apartment #)
ix City
x State
xi Zip Code (5 or 9 digits)
xii Home telephone number (10 digits);
xiii Personal cellular telephone number (10 digits);
xiv Personal email address of the employee;
xv Hire date.

This information shall be provided to SEIU regardless of whether the newly hired employee was previously employed by the District.

Employee Union Orientation

a. The District shall provide SEIU mandatory access to its annual new employee orientation, which shall occur in the same location, and during the same hours as the new employee orientation itself. SEIU shall receive not less than ten (10) work days' notice in advance of the orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. The SEIU Labor Relations Representative may also attend the orientation session.

b. SEIU will provide HR dates and locations of their monthly meetings and HR will notify the new employees and managers. An annual schedule will be provided to HR by the SEIU President or designee during the summer. The District will encourage attendance and clearly communicate that those employees not scheduled to work at this time

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURES

5.1 Definitions and General Provisions:

5.1.1 A grievance is defined as a complaint by a unit member that the District has violated an express term of this Agreement and that by reason of such violation, his/her rights have been adversely affected.

5.1.2 A "grievant" is a unit member asserting a grievance.

5.1.3 A "working day" is any day in which the School District's Administrative Offices are open for business.

5.1.4 The respondent in all cases shall be the District itself rather than any individual administrator or supervisor.

5.1.5 For disputes which are beyond the scope of this contract and outside the above definitions, the Personnel Commission procedure for adjustment of grievances shall remain available to unit members, pursuant to its terms and limitations, during the term of this Agreement.

5.1.6 It is the intent of the parties to resolve grievances at the lowest possible administrative level, and to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

5.1.7 A unit member who believes that the District has violated the agreement by a particular action or decision must follow the direction of the administrator while processing the grievance. Also, the filing or pendency of a grievance does not delay or forestall any District action.

5.2 Informal Level:

5.2.1 Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve the grievance informally by means of an oral discussion with the immediate administrator. If the grievance is not resolved by this informal method, the grievant may proceed to Step 1.

5.2.2 While the grievant is not normally expected to require representation at the informal level, they may be accompanied by a representative.

5.3 Step 1:

5.3.1 Within twenty (20) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate administrator. If neither the grievant nor the Union had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not within the exercise of reasonable diligence have known about it, then the time limit shall begin to run on the date upon which either the grievant or Union knew or could with reasonable diligence have known of the occurrence.

5.3.2 The written statement shall state the facts surrounding the grievance, the provision of this Agreement alleged to have been violated, the decision rendered at the informal conference and the remedy sought. The statement will be signed and dated by the unit member.

5.3.3 A meeting with the unit member and immediate administrator will be arranged to review and discuss the grievance. Such meeting will take place within three (3) working days from the date the written grievance is received by the immediate administrator. The immediate administrator may invite other members of management to be present at such meeting, and the grievant may be accompanied bytheirrepresentative.

5.3.4 The immediate administrator will give a written reply by the end of the fifth working day following the date of the meeting, and the giving of such reply shall terminate Step 1.

5.4 Step 2:

5.4.1 If the grievance is not settled in Step 1, the unit member may present the grievance to the Superintendent or his/her designee within three (3) working days after the termination of Step 1 and a meeting will be arranged to review and discuss the grievance.

5.4.2 Such meeting will take place within five (5) working days from the date the grievance is received by the Superintendent or designee. The Superintendent or designee may invite other representatives of management to be present at such meeting, and the grievant may be accompanied by their representative.

5.4.3 A written decision shall be rendered by the Superintendent or designee within five (5) working days from the date of such meeting. Said decision shall be delivered to both the grievant and the Union and such delivery shall terminate Step 2.

5.5 Time Limits:

5.5.1 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified. If the District fails to issue a timely response at any of the grievance steps, the grievant may proceed to the next step.

5.5.2 Time allowances set forth at each level may be extended by mutual written consent of the grievant and the District.

5.6 Released Time: If a grievance meeting described above is held at a time when the grievant and/or the grievant's representative is normally scheduled to work, such unit members shall be released from work without loss of pay or benefits. No unit member shall be required against their stated wishes to discuss a grievance when his or her representative is not present. Any such released time for the Union representative shall be subject to the release time provisions of Article 4.

5.7 Arbitration:

5.7.1 If the grievance is not settled in Step 2, the Union may submit the matter to binding arbitration, by request made to the District in writing within 20 working days of the termination of Step 2. The only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of any defense that the matter is not grievable or arbitrable.

5.7.2 Selection of Arbitrator: Within 10 working days after receiving the Union's request for arbitration, the District and the Union shall attempt to agree upon an arbitrator. If no such agreement is reached, the parties shall request a list of arbitrators from the American Arbitration Association ("AAA") and select according to AAA procedures.

5.7.3 Arbitration Determination: If the District claims that the grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such a claim shall, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable continuance between such a ruling and any further proceedings which may be necessary. The District may also, at its option, have such a claim heard without prejudice along with the merits of the case. If the District should instead choose to refuse to

proceed to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

5.7.4 Limitations Upon Arbitrator: The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as alleged in the grievance and the appropriate remedy, if any. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition, detraction or revision) of the written terms of this Agreement.

The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement. The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will, in good faith, endeavor to handle, in an expeditious and convenient manner, cases which involve the same or similar facts and issues.

5.7.5 Arbitrator's Decision: The decision of the arbitrator within the limits herein prescribed shall be deemed final and binding on all parties. This grievance and arbitration procedure is to be the unit members' and Association’s sole and final remedy for any claimed breach of this Agreement.

5.7.6 Expenses of Arbitration: All fees and expenses of the arbitrator shall be divided equally between the District and the Union. Each party shall bear the expense of the presentation of its own case.

5.8 No Reprisals:

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

5.8.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 6 - HOURS OF EMPLOYMENT

6.1 General:

6.1.1 All extra time, overtime, holiday, and compensatory time must be approved by the immediate supervisor prior to the work being performed, except where extenuating circumstances make such notice impracticable. Normally, any extra time worked will be compensated via extra or overtime pay. However, if the work load for a position varies, a substitute is not required for the unit member's absence, and there is limited impact on students, compensatory time may be earned in lieu of extra or overtime by mutual agreement between the unit member and the immediate supervisor. Extra time applies to unit members whose work day is less than 8 hours per day. Extra time is paid at the unit member's regular rate up to eight (8) hours.

6.1.2 The daily and weekly hours of work and work schedules for each position and unit member shall be determined and assigned by the District, subject only to the limitations of this Article.

6.1.3 Any changes to a unit member's work schedule (i.e. start time, end time, break time, lunch time) shall be for a verifiable operational need of the District. If there are any disputes regarding changes to a unit member's work schedule, they shall be resolved between the District and Union. Changes to a unit member's schedule initiated by the District shall not be for punitive, disciplinary, and/or arbitrary and capricious reasons, or to avoid unit member compensation via overtime/compensatory time.

6.2 Work Schedules:

6.2.1 The work week for full-time unit members shall be a forty (40) hour work week comprised of five (5) consecutive days of eight (8) hours per day, exclusive of the lunch period.

6.2.2 Any assignment regularly scheduled for less than five (5) days and forty (40) hours per week, eight (8) hours per day shall be deemed to be part-time.

6.2.3 A unit member may at any time propose to the District a change in their regular work schedule including but not limited to starting times, days of work, and hours per day or week. The District may in its discretion change the unit member's work schedule accordingly. Nothing in the foregoing shall limit in any way the District's right to assign hours of work and work schedules.

6.2.4 The immediate administrator may in their own discretion from time to time release unit members from their normal daily schedule or otherwise revise work schedules to accommodate special circumstances. However, a denial of such release or revision shall not be subject to the grievance procedure.

6.2.5 A unit member will be given one (1) week's written notice of a change in regular work schedule. Such notice will not be required during the first two (2) weeks of school or in emergency situations.

6.2.6 Bus Drivers will be guaranteed a minimum of six (6) hours per day, or thirty (30) hours per week, assignment.

6.2.7 Culinary Workers I and Culinary Workers II will be guaranteed a minimum assignment of four (4) hours per day, or twenty (20) hours per week.

6.2.7.1 Food Service positions on the 180-day calendar will increase one day for professional development to be worked one additional day before school begins (181-day calendar).

6.2.8 The Union shall have fair and equitable participation in any committee making recommendations regarding or affecting its bargaining unit work schedule calendar which remains negotiable between the District and Union. The Board has the ultimate authority to establish the Instructional Calendar.

6.3 Overtime: A unit member shall be paid at one and one-half (1.5) times the regular hourly rate (including any applicable premiums) for:

6.3.1 All working hours in excess of eight (8) hours in one day (For a weekly schedule comprised of four (4) days of ten (10) hours per day, see section 6.2.1)

6.3.2 More than forty (40) in one week

6.3.3 A sixth or seventh consecutive workday for unit members with an average work day of four (4) hours or more during the workweek

6.3.4 For those unit members whose regular work day is less than four (4) hours and who were in paid status through the entire preceding five-day work week, only those hours on the seventh consecutive day of work shall be compensated at the overtime rate.

6.3.5 All overtime work shall be reported and credited in multiples of fifteen (15) minutes of working time, rounded up to the nearest quarter hour. Paid non-working time such as vacation and sick leave shall be treated as hours worked for purposes of computing overtime.

6.3.6 For work on designated paid holidays (Article 13), unit members shall be paid at the rate of one and one-half (1.5) times the unit member's regular hourly rate in addition to the regular pay received for the holiday (based on Education Code 45203).

6.4 Compensatory Time: Overtime services may be compensated through compensatory time off in lieu of cash compensation. All compensatory time shall be recorded on a district approved log when earned and turned in to the supervisor on a monthly basis. Compensatory time off shall be utilized only by prior arrangement with the immediate administrator, and shall correspond in length to the premium which would otherwise be payable (i.e., one and one-half hours of compensatory time in lieu of time and one-half overtime premium). Normally, compensatory time off should be used within three (3) months and must be utilized by June 30th. If, by June 30th, no mutually acceptable arrangements can be found, the compensatory time shall be paid through payroll.

6.5 On-Call Pay:

6.5.1 On-call pay of two (2) hours at the regular rate of pay during the week and four (4) hours at the regular rate of pay on weekends shall be paid to a unit member who is required, while off duty, to remain immediately available to report for duty as assigned by the immediate supervisor. If the unit member is called to work the on-call pay will cease, and the applicable duty rate will be paid instead.

6.5.2 If the "on-call" is for the Diablo Emergency Response Plan, the rate shall be $1.50 per hour. Unit Members must be notified in writing by their supervisor that they are to be in on-call status. Unit members must be immediately reachable by telephone and must report to work immediately.

6.6 Call-Back Pay:

6.6.1 Without Advance Notice: Apart from applicable overtime rules, unit members who are, without any advance notice, called back when off-duty and required to report for duty at the work site, shall receive a premium of two (2) hours pay at the regular hourly rate in addition to appropriate compensation for the time

actually worked. However, if the time so worked runs into the unit member's regular scheduled work day, the two hour premium shall not be payable.

6.6.2 With Advance Notice: Unit members who are scheduled, with advance notice, to report to work on an overtime basis for hours not contiguous to their regular work schedules shall be guaranteed a minimum assignment of not less than two (2) hours. However, if the time so worked runs into the unit member's regularly scheduled work day, the two-hour guarantee does not apply.

6.7 Increases in Hours of Part-Time Positions:

6.7.1 When additional hours are assigned to a part-time position on a regular basis, the hours shall first be offered to the incumbent in the position. If the incumbent declines to work additional hours, the hours may be assigned to other unit members in that classification.

6.7.2 This provision does not replace reemployment rights which take precedence over any additional hours being added to a part-time position on a regular basis.

6.8 Distribution of Extra Work and Field Trips:

6.8.1 The route standard or daily bus route assigned through the bidding process outlined in 6.15 is the top priority for assigned work.

6.8.2 Extra work is defined as work that does not require driving, such as office work and work around the bus barn. The District shall make a good faith effort to distribute extra work equitably among the unit members at each work location. Only part time Bus Drivers qualify for extra work pursuant to the weekly sign-up sheet.

6.8.3 For additional assignments in Food Services which, after five (5) working days, appear to be permanent changes, the District will make a reasonable effort to distribute the hours of those assignments equitably among unit members at that work location whose work schedules otherwise permit such additional assignment.

6.8.4 When distributing trips among Bus Drivers and Bus Drivers/Operation Service Workers (OSWs), extra hours worked during summer and other school vacation periods and while providing driver training shall not be considered.

6.8.5 Both Bus Drivers and Bus Driver/Operations Service Workers are eligible to drive weekend and holiday trips by signing up on the appropriate list (i.e. holidays, weekends, holiday recess, etc.) Weekend trips are assigned through a rotation system. If a driver is unavailable for the trip when their name comes up, s/he must wait until everyone has had the opportunity to drive on a trip and his/her name comes up on the list again. Sign-up sheets are posted for each individual holiday and holiday trips are assigned by seniority. Trips during recess periods are assigned according to seniority beginning with the bus driver classification.

6.8.6 Weekday field trips are assigned by the Transportation Supervisor based on many factors such as location, availability, seniority, job ability, and site requests. Due to the many variables regarding assigning weekday field trips, it is understood that this time will not be equitable; however, weekday field trips will not be assigned arbitrarily. If all factors for assigning are equal, the supervisor will consider total trip hours to date when assigning weekday field trips.

6.9 Split Shifts:

6.9.1 If a unit member's regular assigned work day is divided by one or more periods of non-working time which total three (3) hours, they shall receive as part of the regular hourly rate a 5% increase above what they would otherwise receive.

6.9.2 If an assigned work day is divided by a period of time which has not been previously scheduled for work, is not a meal break, and which is thirty (30) minutes or less in duration, then the unit member will be paid at the applicable rate for such period(s), provided they have notified the supervisor that they are available for work during the time in question, and performs any work properly assigned.

6.10 Travel Between Separate Site Assignments: Traveling between job assignments at separate sites shall be paid mileage and a reasonably calculated travel time at regular rate, but only if the time between the two assignments is one hour or less.

6.11 Night Shift Differential: If at least one-half of a unit member's regular assigned work day is scheduled after 5:00 p.m.,they shall receive as a premium for all hours worked a 5% increase above his/her regular hourly rate.

6.12 Lunch Period: Unit members who work more than five (5) hours in a day are entitled to a thirty (30) minute meal break unless they waive their meal break with supervisor approval. Unit members working more than six (6) hours in a day may not waive their meal break.

6.13 Rest Periods: All unit members who work for four (4) hours or more per day shall be granted paid rest periods at the rate of fifteen (15) minutes for each four (4) hours of work in any one day. Such breaks shall be scheduled by the immediate administrator. Unit members who work at least three (3) hours per day shall also be permitted to participate with pay in the break which falls within their work shift.

6.14 Clean-Up Time: The District agrees to follow its current practice of making reasonable work time available for personal clean-up. The amount of time will be determined by the District.

6.15 Annual Bidding - Bus Drivers/Bus Drivers/Operations Service Workers:

6.15.1 The District agrees to permit Bus Drivers and Bus Driver/Operations Service Workers to bid on jobs determined by the District as being anticipated. Bus Drivers and Bus Driver/Operations Service Workers will bid once during the school year. The order of bidding will be determined by date of hire in the class, with the most senior bidding first. For the purposes of bidding, seniority as a Bus Driver will be based on seniority rules as delineated in Article 16.4. Bus Driver/Operations Service Workers will be restricted to bidding on only those routes that are six hours or less in duration. The District will make a reasonable effort to distribute a list of anticipated jobs to affected unit members at least one week prior to the bidding meeting. Prior to distribution of the list the District will give the Union a reasonable opportunity to comment on the list.

6.15.2 For bus drivers only: In the event the daily assignment on a route changes by more than one hour, bumping for the new route assignment or any affected route assignments may occur on a seniority basis unless the change occurs within two weeks of the previous effective date of a bidding cycle. After the two-week period has passed, bumping may occur. No bumping will occur if the route change occurs within six weeks prior to the next bidding cycle effective date.

6.16 Food Services - Summer Assignment: Food Service unit members with appropriate experience and skills may apply for summer assignments.Selection shall be based on multiple factors, including seniority (prioritized), job classification, continuity of site/location, and district discretion when there is no clear distinction between members, based on the items outlined in this section. If no unit member is available to work in summer classifications, the Food Service Director may use discretion as to placement of available unit members.

The District will provide all statutory benefits to members, who are on a 10-month schedule, who work during the summer. This includes accrual of sick and vacation time based on their current accrual rate. The District will pay the district contribution and deduct the unit member contribution for CalPERS benefits for qualifying members in accordance with current rates.

6.17 Transportation - Summer Assignment: Interested unit members who have appropriate experience and skills may apply for summer assignments, if any. Selection shall be solely by seniority, with no rotation requirement, and with no effect upon the distribution of overtime/extra work under Section 6.9. Exempt are annual bid assignments which include summer work. Twelve-month Bus Driver/Operations Service Workers will be expected to bid for a summer driving assignment, after six (6) hour Bus Drivers bid, and may bid for any assignment, based on seniority.

6.18 Special Non-Work Days: In years when the calendar exceeds 260 working days for twelve month unit members, those unit members shall be released from duty, without pay, on a district designated date. Those who are required to work that date will be paid on a timecard at their regular rate of pay. If, by mutual agreement, a unit member requests to trade a non-school day for another non-school day, the request should be submitted in writing and approved by their supervisor.

6.19 Departmental Meetings: Two employee representatives selected by Service Employees International Union and two employee representatives designated by management will attend meetings at the request of either party, but not less than one meeting annually, for purposes of improving communications and addressing department matters within the departments of Transportation, Food Service, Maintenance, Custodial, and Grounds. Any portion of such meetings which occurs within the unit member's regular work day shall be on a paid release basis.

6.20 Transportation - Special Trip Cancellation: When a special (additional) trip is assigned to a bus driver and then canceled without prior notice after the driver has reported to work:

6.20.1 If the special trip was in conjunction with the driver's regular route, the driver shall receive pay for any actual time involved (e.g., returning to the yard);

6.20.2 If the special trip was not in conjunction with the regular route (e.g., a Saturday field trip or weekday field trip where the driver was released from his/her regular route and replaced by a substitute), the driver shall receive pay for any work time involved, with not less than two hours work, or pay in lieu thereof, to be guaranteed.

6.21 4-10 Schedule: From time to time, unit members may be asked to work a weekly schedule comprised of 4 days of 10 hours per day. The following applies to any such assignment for full-time unit members:

6.21.1 Pay shall be at the unit member's regular hourly rate for the first 10 hours per day, with overtime premiums to be paid at the rate of one and a half (1.5) times the regular hourly rate for hours above ten (10).

6.21.2 Hours required on a fifth day or hours in excess of 40 that week, or 10 that day, shall be paid at the applicable overtime premium rate.

6.21.3 All hours worked on a sixth or seventh consecutive day will be paid at the overtime rate of one and one-half (1.5) times the unit member's regular rate of pay.

6.21.4 For paid time off (vacations, sick leave, personal necessity, etc.), the paid time shall correspond to the regular hours actually relieved (typically 10 hours per day, 40 hours per week), and the amount charged against the unit member's accrued balance shall be made on the same basis. Because accruals are measured by hours worked, and the total of 40 hours per week remains the norm under a 4-10 schedule, accruals are generally the same under 4-10 as under a traditional work week.

6.21.5 Holidays to which a unit member is entitled shall, when observed within a 4-10 schedule, also result in straight-time pay for the number of hours not worked due to the holiday (typically, 10 hours), resulting in a remaining work week for that week of 30 hours.

6.21.6 Individual unit members may request exemption or other accommodation when unable to work this schedule. Such requests shall be duly considered by the District and considered on a case-by-case basis.

ARTICLE 7 - TRANSFERS

7.1 Definition:

7.1.1 A transfer is a change of assignment from one location to another within the same classification or a change of one job classification to another related classification at the same salary range.

7.1.2 Excluded from the definition of transfer are (1) a demotion (whether voluntary or involuntary) to a classification having a lower salary range; (2) a promotion to a classification having a higher salary range; (3) a change of assignment within a classification which does not involve a change of location.

7.2 Initiation of Transfers:

7.2.1 Transfers may be initiated by either written request of a unit member (voluntary transfers) or by the District (involuntary transfers). Decisions regarding transfers shall be made by the District, in its sole discretion, provided that such action shall be based upon reasonable grounds, and shall not be made for arbitrary or capricious reasons.

7.2.2 A unit member desiring a transfer shall file a written request with Human Resources. Said requests shall remain in effect until June 30 each year, unless withdrawn earlier by the unit member.

7.3 Selection Criteria: When a new position is created or an existing position becomes vacant and is not filled by an involuntary transfer, the District shall select from among those on the voluntary transfer request list so long as there are at least three employees in good standing on the list who have requested the opening. As between applicants who are otherwise equal in all relevant factors such as pertinent skills, experience, and personal qualities, the applicant with the most District seniority shall be selected. When there are fewer than three such transfer applicants, the District may, in the selection process, also consider persons on promotional and open eligibility lists.

7.4 Notice and Review: A unit member shall be given one week written notice of an involuntary transfer unless there are compelling circumstances. Any unit member who has requested and been denied a transfer, or who is being transferred against his or her preference, shall be entitled to a consultation with responsible administrators and/or the Director of Human Resources, in order to discuss reasons for the transfer, and for administration to hear and consider the unit member's views on the matter.

7.5 New Probationary Period: A permanent unit member who is assigned to a position in a class in which they have not previously completed a probationary period shall be considered probationary in that class for a period of six months (130 working days). At any time during the probationary period they may be returned (transferred) totheir former class without recourse to the grievance and arbitration procedure.

ARTICLE 8 - EVALUATIONS

Unit members shall be evaluated in accordance with the following schedule:

8.1 Probationary Unit members:

8.1.1 Newly employed unit members shall serve a probationary period of six (6) months or one hundred thirty (130) working days, whichever is longer, including any summer work in the same job classification.

8.1.2 Probationary unit members shall be evaluated prior to the end of the second and fifth month. However, if anytime during the probationary period any items on the evaluation instrument are rated unsatisfactory, then the unit member may be evaluated every month during the remainder of the probationary period. Evaluation results may, but need not, determine the granting or denial of permanent status, and no explanation need be given to a unit member denied permanency.

8.2 Permanent Unit members:

8.2.1 Permanent unit members - shall receive a minimum of one written evaluation every other year, unless otherwise requested by the unit member or supervisor. If an evaluation is not given in a specific year, it shall be assumed that the unit member is performing satisfactorily. A supervisor may have a unit member complete a self- evaluation prior to the regular evaluation with the supervisor. When a new supervisor is assigned to a permanent unit member, and needs to conduct an evaluation within the first six months, the supervisor will consult with another supervisor who has first-hand knowledge of the unit member's performance before issuing an evaluation.

8.2.2 In the absence of prior negative evaluative activity or disciplinary steps during the evaluation period, failure of the administrator to issue the final evaluation by June 30 shall be deemed a satisfactory evaluation.

8.3 Procedure To Be Followed:

8.3.1 Performance evaluation reports shall be made on forms prescribed by the District or may be done by separate memorandum.

8.3.2 Evaluations shall be based on observations or knowledge, and not upon unsubstantiated charges or rumors. In addition, no evaluation shall be based upon derogatory materials in the unit member's personnel file unless the unit member has previously been given notice of same, opportunity to review and comment upon it, and had such comments attached to the material.

8.3.3 The first-level evaluator shall discuss the written performance evaluation report with the unit member. Both the immediate supervisor and the unit member will sign the evaluation. Wherever appropriate, the evaluating supervisor shall consult with the lead person or other person who has day to day working direction over the unit member, and the evaluation form shall indicate the fact that such a consultation occurred. Signature of the unit member means only that the unit member has received a copy of the evaluation. The unit member may attach any written comments to the evaluation at their option. Copies of the evaluation together with any attachments will then be distributed as follows: one copy to the unit member; one copy to the Human Resources Department; and one copy to the evaluator.

8.4 Notice of Unfavorable Report:

8.4.1 Wherever practicable, a permanent unit member will be given an incident report or written notice of any unsatisfactory performance or of need to improve together with an opportunity to improve before such unsatisfactory performance or need to improve is noted on the annual evaluation form. (See also Article 10)

8.4.2 If any category on the performance report of a permanent unit member is rated as needing to improve or unsatisfactory, the following will be included on the evaluation or other document issued: (a) statement of the problem or concern, (b) the desired improvement, (c) suggestions as to how to improve, and (d) provisions for assisting the unit member.

8.4.3 In the evaluation of probationary unit members, the District will make reasonable efforts to ensure that the unit member is advised of District expectations and of the unit member's progress toward same.

8.4.4 If the unit member disagrees with the evaluation, he/she shall have the right to obtain a review of the evaluation by the appropriate division head. The decision of the division head will be attached to the evaluation and shall be final. The unit member shall also have the right to attach their own written comments to the evaluation form.

8.5 Representation at Interviews: Upon request, unit members shall have the right to have a union representative present in any interview with Management in which the unit member reasonably believes that they are the focus of a possible disciplinary action.

ARTICLE 9 - PROGRESSIVE DISCIPLINE / DISCIPLINARY ACTION

9.1 Cause for Discipline:

9.1.1 Disciplinary actions by the District shall be intended as a corrective measure. Disciplinary action includes but is not limited to: dismissal, demotion, suspension, or disciplinary transfer. "Disciplinary action" includes any action whereby a unit member is deprived of any classification or any incident of any classification in which the unit member has permanence, including dismissal, suspension, demotion, or any reassignment, without voluntary consent, except a layoff for lack of work or lack of funds.

9.1.2 No unit member shall be subject to discipline, warnings, reprimands, demotion, or suspension except for just cause and, in accordance with principles of progressive discipline consistent with the nature of the offense, as stated in Personnel Commission rules.

9.1.3 The purpose of progressive discipline is to ensure that the unit member is aware of the District's expectations so that there is a reasonable opportunity to conform conduct to those expectations and avoid disciplinary action.

9.1.4 No disciplinary action against a permanent unit member shall be based upon any cause which arose prior to the unit member's becoming permanent. No progressive disciplinary action shall be based on causes that are more than two years old, i.e., similar infractions that have not reappeared over a two-year period.

9.1.5 A written reprimand may be expunged upon sustained corrective behavior, as determined by the HR manager, after a period of 24 months from the date of the progressive disciplinary action. It is the responsibility of the employee or union representative to request that their personnel file be purged of the written progressive disciplinary action.

9.2 Procedure for Disciplinary Action:

9.2.1 No unit member shall be subject to disciplinary action because of gender, sexual orientation, race, color, religious creed, marital status, national origin, ancestry, medical condition, age, or disability.

9.2.2 Generally, the concept of *progressive discipline* applies so that unit members are, depending upon the nature of the offense, to be given appropriate notice of any performance problems or other misconduct which may give rise to disciplinary action, and allow appropriate opportunity to improve. Progressive discipline, which would be appropriate for a minor offense, e.g., tardiness, includes the following:

- Verbal counseling;
- If the problem is not corrected within a reasonable time, an evaluative conference and one or more written reprimands/warnings indicating the nature of the problem and the consequences of a further violation;
- If the problem persists, a suspension without pay for up to 5 working days, and an appropriate reprimand/warning;
- Then if the problem persists, either a longer suspension, demotion, disciplinary transfer; or;
- Termination of employment, if other means do not correct the problem. Any such suspensions, demotions, disciplinary transfers, or terminations shall (except in compelling circumstances) include a prior right of the unit member to appeal the recommended action to the Superintendent or designee, and the right to appeal subsequently to the Personnel Commission as provided in paragraph 9.3.1 below. It is understood that the above progressive disciplinary procedures (warnings and lesser prior punishments) may vary based upon the seriousness of the offense, and in the case of a serious offense, e.g., theft, are not applicable.

9.2.3 When a unit member is to be subjected to dismissal, demotion, suspension, or disciplinary transfer; specific written charges, including the specific acts or omissions upon which the cause is based, will be furnished to the unit member.

9.2.4 If the unit member desires to be heard by the Superintendent or designee prior to the charges being presented to the Governing Board, the unit member shall request in writing that an informal meeting be scheduled at which the unit member may present any information he/she may wish to in support of their position. It shall not be the unit member's right at this meeting to confront or examine District witnesses. The request for a meeting must be received by the Superintendent or designee within five (5) working days after the unit member has been served with the charges, and the informal hearing shall then be scheduled in writing to be held not less than ten working days after the unit member was served with the charges. The Superintendent shall make a determination as to whether the charges are to be presented to the Board of Education and advise the unit member accordingly. The charges may thereafter be presented to the Governing Board for approval.

9.2.5 When a formal disciplinary action has been approved by the Governing Board, the action and the charges shall be reported to the Director of Human Resources, who shall immediately notify the unit member and shall report the action to the Commission at its next regular meeting.

9.2.6 Notice to the unit member shall be served personally or by registered or certified mail and shall include a copy of the charges, right to obtain evidence, and shall state their right to answer, the time limits for such appeal to be filed, and that a hearing will be held upon such appeal.

9.2.7 Notwithstanding the procedures prescribed above, any unit member may, in compelling circumstances, be suspended prior to Board approval at the discretion of the Superintendent, subject to later ratification by the Board at the next regularly scheduled Board meeting. However, the unit member will in such event be entitled to the procedural requirements of this Article.

9.2.8 A unit member charged with the commission of any sex offense as defined in Section 44010 of the Education Code by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code. Such a suspension will be processed as an involuntary personal leave in accordance with the provisions of this rule relative to suspensions. The unit member is to receive compensation as provided for in the Code section. Such suspension shall be reviewed by the Personnel Commission every 90 calendar days.

9.2.9 Dismissal shall cause removal of the unit member's name from all employment lists.

9.2.10 Failure to appeal, as provided below, shall make the action of the Governing Board final and conclusive.

9.3 Appeal: A permanent unit member who has been subjected to disciplinary action as defined above, may appeal to the Personnel Commission within 14 days after having been furnished with a copy of the written charges by filing a written answer to such charges. Appeal can be made only on the following grounds:

9.3.1 That the procedures set forth in these rules have not been followed and that the unit member has suffered substantial prejudice thereby.

9.3.2 That the action was taken because of gender, sexual orientation, race, color, religious creed, marital status, national origin, ancestry, medical condition, age, or disability.

9.3.3 That there has been abuse of discretion by the District.

9.3.4 That the action taken was not in accord with the facts.

9.3.5 A permanent unit member who has not served the full probationary period for the class and who is demoted to the class from which promoted may request an investigation by the Commission within 14 days after the receipt of the copy of written charges. The request for the investigation shall be based only on one or more of the four grounds provided above for appeals. The Commission shall conduct an investigation confined to the grounds set forth in the charges and in the request for the investigation, but shall not be required to follow the procedures for appeals and hearings set forth in these rules. The Commission shall notify the Governing Board and the unit member in writing of its findings. If the Commission's investigation and findings, however, indicate any discriminatory action, the Commission may order a formal hearing. The decision of the Commission shall be binding on the Governing Board.

9.4 Hearing Procedure:

9.4.1 The Personnel Commission may conduct hearings of appeals or may appoint a hearing officer to conduct the hearings and report findings and recommendations to the Commission.

9.4.2 Hearings shall be conducted in the manner most conducive to determination of the truth, and neither the Commission nor its hearing officer shall be bound by technical rules of evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.

9.4.3 The Personnel Commission or its hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.

9.4.4 Each side will be permitted an opening statement (Board first) and closing arguments (unit member first). The Board shall first present its witnesses and evidence to sustain its charges and the unit member will then present his/her witnesses and evidence in defense.

9.4.5 Each side will be allowed to examine and cross-examine witnesses.

9.4.6 Both the Board and the unit member will be allowed to be represented by legal counsel or other designated representation.

9.4.7 The Commission may, and shall if requested by the Board or the unit member, subpoena witnesses and/or require the production of records or other material evidence.

9.4.8 The Commission may, prior to or during a hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.

9.4.9 Whether the hearing is held in a public or closed session, the Commission, after it concludes the hearing may deliberate its decision in closed session. No persons other than members of the Commission, its counsel, and its staff shall be permitted to participate in the deliberations. If the Director of Human Resources or any staff is not serving full time for the Commission and/or was a witness in the proceedings, they shall also be barred from the Commission's final deliberation.

9.4.10 The Commission shall render its judgment as soon after the conclusion of the hearing as possible and in no event later than 14 days. Its decision shall set forth which charges, if any, are sustained and the reasons therefor. The Commission's decision shall be set forth in writing and signed by the chairman of the Commission and be sent to all parties of interest. The commission's decision shall be final.

9.4.11 The Commission may, if it finds in favor of the unit member, include any of the following as part of its judgment:

- Order the unit member's reinstatement upon such terms and conditions as it may determine appropriate.
- Modify the disciplinary action, but not to make more stringent the action taken by the Board.
- Order paid all or part of the unit member's lost compensation.

- Order expunction from the unit member's personnel file of records pertaining to the disciplinary action.

9.5 Applicable Personnel Commission Rules: It is understood and agreed that this Article is intended to be consistent with the Personnel Commission rules regarding Discipline. No rule change will be made without meeting and conferring with the Union.

9.6 Limitations and Files: Records relative to discipline imposed shall be removed from the unit member's personnel file after two years have passed without repetition of the same or similar conduct, so that the record will not influence decisions such as promotions or transfers. Such records may be retained by the District in a separate disciplinary file or log, limited to use in the event that reference is needed for future discipline. Such a separate file shall contain only such expunged material.

ARTICLE 10 - PERSONNEL FILES

10.1 Inspection of Files:

10.1.1 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the unit member's inspection. Such inspection rights shall be afforded upon request, provided that the inspection is made at a time when the unit member is not required to render services to the District.

10.1.2 Exempt from unit member inspection are ratings, reports, or records which (1) were obtained prior to employment, or (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

10.2 Comments and Review: Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be placed in a personnel file unless and until the affected unit member is given notice and an opportunity to review and comment on that material. A unit member who disagrees with the material shall have the right to obtain a review by the appropriate division head, whose decision shall be final. A unit member shall have the right to have his/her own written comments attached to any such derogatory statement before the item is placed in the personnel file.

10.3 Authorization to Examine Files: Unit members shall have the right to authorize, in writing, a representative to examine their personnel files.

ARTICLE 11 - SAFETY

11.1 The District shall provide a place of employment which is as safe as the nature of the employment reasonably permits.

11.2 In case of an accident on the job the unit member shall report the accident to their supervisor or designee, who will complete the required accident report.

11.3 Unit members are responsible for utilizing safe working procedures. Violations of District directives regarding safety, including those that result in worker injury, are grounds for disciplinary action.

11.4 Unit members are to report safety hazards and unsafe conditions to their immediate supervisors. If the condition is not remedied within a reasonable time, the unit member shall report the situation to the District Safety Committee. No unit member will be subject to reprisal for reporting unsafe or potentially unsafe conditions.

11.5 A union steward shall be granted release time to accompany a Cal-OSHA representative and Management representative conducting an on-site walk around safety inspection.

11.6 The District will continue its present practice of having a Safety Committee. The safety committee shall make suggestions to the Superintendent or designee regarding any safety matters.

11.7 The District agrees to provide or make available needed safety equipment within the financial limitations of the District.

11.8 The District agrees to pay any unit member required by the District to attend safety classes or first aid classes outside of their normal work day.

11.9 A unit member in the classified service who has permanent status as of July 1, 1990, who is required to pass a medical examination to enable work with asbestos, and who fails such examination, but is otherwise generally able to perform any non-asbestos-related work, shall be given the opportunity to transfer to another open position in the classified service as determined by the District. A unit member who accepts such a transfer will be compensated (pay + related benefits) in the new position as though they retained theirformer position. It is agreed that the above provision is an exception to the general rule, shall not be treated as a precedent, and does not extend beyond the specific asbestos-related circumstances described.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 General Provisions:

12.1.1 Definition:

12.1.1.1 A leave of absence is an authorization for a unit member to be absent from active duty, for a specific period of time, and for the purposes stated below. A leave guarantees the right to District employment upon the expiration of the leave, provided the unit member would otherwise have retained District employment.

12.1.1.2 A probationary unit member's leave of absence(s) shall not be counted as part of the service required as a condition for attaining permanent status.

12.1.2 Notice of Return:

12.1.2.1 Unit members shall give the District timely notice of intention to return from a long-term leave of absence. A unit member who fails to return to work as scheduled upon the expiration of said leave shall be deemed to have abandoned employment with the District after three successive days of absence from work without authorization or notice, and after the District has made a reasonable effort to contact the unit member. Exceptions may be granted based on extenuating circumstances.

12.1.2.2 If a unit member returns to his position after an extended absence without giving notice, and a substitute has been assigned for duty, the substitute shall be permitted to work with pay and the unit member shall be charged one day's sick leave. If the substitute can effectively be reassigned or prefers not to accept the assignment upon late notice, the unit member may work without penalty.

12.1.2.3. It is agreed that when a unit member is absent from work without leave or authorization, the District will deduct a full day's pay, and the unit member may be disciplined.

12.1.3 Benefits on Paid Leave: Unit members on paid leave of absence shall, unless otherwise provided herein, continue to receive regular wages, fringe benefits, and retirement service credit, subject to the provisions of Articles 15 (Pay and Allowances) and 14 (Fringe Benefits).

12.1.4 Benefits on Unpaid Leave: Those who go into an unpaid leave of absence shall continue to receive health and welfare coverage for the entirety of any month in which they have any paid days. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan at their own expense, provided they make payment of the premium in a manner reasonably required by the District. However, if the leave qualifies as Family Care and Medical Leave as defined in Section 12.12 of this Article, then the unit member shall be entitled to continued benefits coverage as defined in that section. Apart from this benefit, the unit member shall receive no wages, fringe benefits, salary schedule advancement, or retirement service credit during the duration of the unpaid leave.

12.1.5. With respect to the permissive leaves of the Article (i.e. those which use terms such as "the District or Board 'may in its discretion' grant the leave"), the District retains sole discretion to authorize or deny such leaves. The District's decision will not be arbitrary or capricious.

12.1.6 Definition of Immediate Family: "Member(s) of the immediate family" as used in this Article shall mean parent, spouse, registered domestic partner, child, sibling, grandparent, grandchild, guardian with whom the unit member has lived, "Child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the unit member stands in loco parentis. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of a unit member or a person who stood in loco parentis when the unit member was a minor child. The definition includes "in-law" relationships in each case, and "step" relationships in the case of parents and children. "Designated Person" means any individual related by

blood or whos association with the unit member is the equivalent of a family relationship. The designated person may be identified by the unit member at the time the unit member requests the leave. A unit member is limited to one designated person per 12-month period for family care and medical leave.

12.1.7 Calling In When Absent:

12.1.7.1 In case of impending absence, unit members are to notify their immediate supervisor and the Human Resources Department via the absence management system as soon as possible and no later than one hour before the impending absence.

12.1.7.2 Bus drivers are to call the Transportation Supervisor or the Director of Buildings, Grounds and Transportation either the previous day or between an hour and an hour and a half before their morning routes start, if possible

12.1.8 Rights When Returning From Leave: If leave is granted, all rights of permanency accrued leave pay, and other benefits provided by law shall be preserved and available to the unit member after termination of leave of absence, except that salary schedule step increase credit will not be granted for time on leave.

12.1.9 Physician's Statement: The District may, for reasonable cause, require verification of appropriate use of a leave. For example, a medical statement or examination by the unit member's physician or, at the District's option and expense, from a District-appointed physician, may be required for the use of sick leave. Reasonable cause may include: an absence of five (5) or more consecutive days, continuing intermittent absences, where a unit member has been previously counseled for excessive absences or currently on an improvement plan for attendance, evidence that the leave is being used for other than its intended purpose, or whenever additional medical information would be helpful to determine if a unit member is disabled or requires a reasonable accommodation.

12.2 Sick Leave: The purpose of sick leave is as follows:

a. An illness, injury, or legally established quarantine which makes in impracticable for the unit member to perform normal duties on a scheduled work day;
b. An injury, illness, or quarantines of an immediate family member in accordance with Labor Code sections 233 and 245.6;
c. A female unit member’s absence due to pregnancy, miscarriage, childbirth and recovery. The length of the leave, including the date on which the leave shall commence and date on which the unit member shall resume duties shall be determined by the unit member’s medical specialist. The unit member shall be entitled to return to a position comparable to that held at the time the leave commenced;
d. Sick leave may be used for baby-bonding leave under the California Family Rights Act (“CFRA”) as provided in Section 12.2.1.1.7;
e. Medical and dental appointments of the unit member or a unit member’s immediate family;
f. Unit members who are victims of domestic violence, sexual assault or stalking may take sick leave in order to obtain medical care or legal assistance;
g. Any other purposed required by state or federal law.

12.2.1 Good attendance of all unit members is important to the effective operations of the District in providing service to the students and community. Absenteeism is a problem that is disruptive to the work site, students and coworkers. If sick leave is abused by a unit member it can possibly lead to the unit member being disciplined.

12.2.2 Earning Sick Leave: A unit member in paid status, eight (8) hours per day for twelve (12) months per year, shall be granted twelve (12) days leave of absence for sick leave each year. Unit members shall be granted leave of absence for sick leave on a pro-rata basis in the proportion to their FTE (full-time equivalent).

12.2.3 Accumulation of Sick Leave: Unused sick leave shall carryover from year to year without limitation.

12.2.4 Use Upon Retirement: Upon retirement, unused sick leave will be credited toward retirement benefits in accordance with PERS regulations.

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

12.2.6 Using Sick Leave:

12.2.6.1 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each unit member.

12.2.6.2 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. However, a new unit member of the District shall not be eligible to take more than six days until the first day of the calendar month after completing their probationary period of six months of active service with the District. If a unit member terminates District employment having used more sick leave than has been accrued, an adjustment will be made on the final warrant.

12.2.6.3 A unit member shall be able to use one half of their annual sick leave earnings to be used for an ill family member. Family member for the purpose of this article is defined as: spouse; registered domestic partner; biological child, foster child or adopted child; step child; legal ward; child of registered domestic partner; child of a person standing in loco parentis when the unit member was a child; biological parent, foster parent, or adoptive parent; stepparent; or legal guardian of a unit member. For example: A unit member who earns ten (10) days of sick leave in a work year may use up to five (5) days of sick leave per year for this leave; a unit member who earns twelve (12) days of sick leave in a work year may use up to six (6) days of sick leave per work year for this leave.

12.2.6.4 If an illness continues beyond exhaustion of accrued and accumulated sick leave, and beyond exhaustion of certain other leave benefits, the unit member shall be entitled to extended sick leave benefits subject to the conditions set forth in section 12.3 below. A unit member is not entitled to a payout of earned, unused days of sick leave upon separation of employment.

12.3 Extended Sick Leave: In order to receive extended sick leave benefits for an illness or disabling injury, the unit member must first have exhausted available leaves in the following sequence:

12.3.1 All industrial accident/illness leave days, as provided in Section 12.4 below, as applicable;

12.3.2 All credited and accumulated days of sick leave;

12.3.3 All accumulated compensatory time off;

12.3.4 All current or accrued vacation time entitlements;

12.3.5 Any other available paid leave to which the unit member may be entitled.

Extended sick leave is available to permanent unit members only. If the illness continues beyond the exhaustion of the leave benefits set forth in paragraph 12.3.1 above, the unit member shall be entitled to as much as 100 days of extended sick leave benefits per illness/injury, as follows:

a. Extended sick leave provides compensation in an amount equal to 50% of the unit member's regular salary, for a period of time not to exceed 100 days in any ~~fiscal~~ school year.
b. If extended sick leave benefits are applied, the combination of accrued and extended sick leave benefits for any illness or injury, or combination of illnesses or injuries shall not exceed 100 days in any school year.
c. Extended sick leave is in the nature of an extended disability plan, and if not used is not accumulated from year to year.
d. Extended sick leave benefits are to be integrated with any statutory industrial accident/injury benefits and any other statutory disability benefits. The amount received from any such statutory benefits shall be credited against the amount of these extended sick leave payments.
e. Written verification is required when a unit member wants to use extended sick leave.

12.4 Industrial Accident and Illness:

12.4.1 A unit member who has sustained a job-related injury or illness shall report the injury to the immediate administrator or his/her designee on the District Accident Report form as soon as possible, but normally not later than the next scheduled work day following the accident.

12.4.2 Paid Industrial accident and illness leave shall be granted as provided herein, for an injury or illness which is incurred within the course and scope of assigned duties and which would qualify for Workers Compensation coverage.

12.4.3 In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District appointed physician, at District expense, to verify their condition and to evaluate any claims.

12.4.4 Unit members desiring to go to another physician after the initial 30-day period may do so but are required to inform the District's worker's compensation administrator.

12.4.5 If a unit member does not wish to be treated by a physician or facility on the District-approved list, they must notify the Human Resources Department in writing of the physician to provide treatment. Such written notification must be on file prior to the date of any work-related injury or illness.

12.4.6 A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the treating physician and, at the District's option and expense, from the District-appointed physician, certifying ability to return to work either without restrictions or in a limited capacity that could be accommodated through the District’s Interactive Process.

12.4.7 Allowable leave shall be for not more than sixty (60) days during which the unit member would otherwise have been performing work for the District in any one fiscal year for the same illness or accident. Allowance leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year.

12.4.8 Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day of authorized absence regardless of a temporary disability compensation.

12.4.9 The District shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

12.4.10 Upon conclusion of the industrial paid leave, the unit member shall utilize any available accrued sick leave benefits followed by any other accrued paid leaves before entering into extended sick leave status. However, any leave utilization, when combined with any temporary disability compensation, shall not result in payment of more than full salary. For leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

12.4.11 A unit member shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the medical specialist verifies that the unit member is able to perform the essential functions of their job. The district, at its own expense, may request the opinion of another medical specialist. During this period between the release and obtaining a second opinion, if not permitted to return to work, the unit member will be placed on paid administrative leave.

12.4.12 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, and if the unit member is not medically able to assume the duties of their position, the unit member's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.

12.5 Personal Necessity Leave:

12.5.1 A unit member may elect to use not more than the amount of their annual sick leave accrual of unused sick leave for purposes of approved personal necessity leave for reasons 12.4.2.1 to 12.4.2.7 below. For example, a 10-month unit member earns ten (10) sick leave days per year and could use up to ten (10) days Personal Necessity Leave, and 11-month unit members can use up to eleven (11) days of Personal Necessity Leave, etc.) for all purposes listed below except Personal Business 12.4.2.7 which a unit member may use up to seven (7) days in a fiscal year for personal business. Unused personal necessity leave entitlement shall not be accumulated from year to year. The number of days of personal necessity leave used shall not exceed the number of full days of unused sick leave in the unit member’s account.

12.5.2 The purposes are as follows:

1. Death of a member of the immediate family in addition to bereavement leave.
2. Serious illness of a member of the immediate family which requires the care of the unit member.
3. Accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family.
4. Appearance of the unit member in court as a litigant, party, or witness who does not qualify for Legal Commitment Leave (Section 12.7).
5. Absence for father on the occasion of childbirth, and absence of mother and/or father to meet legal compliance for adoption.
6. Major religious observance.

12.5.3 The unit member shall submit a request for personal necessity to the immediate supervisor not less than three (3) work days prior to the beginning date of the leave except where extenuating circumstances make such notice impracticable. and for leave taken for reasons stated in 12.5.2.1., 12.5.2.2., 12.5.2.3., or

12.5.2.5. above, but will apply to reasons 12.5.2.4 and 12.5.2.6. When prior approval is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

12.5.4 The prior approval requirement shall not apply to reasons 12.5.2.1., 12.5.2.2., 12.5.2.3., or 12.5.2.5. above, but will apply to reasons 12.5.2.4 and 12.5.2.6. When prior approval is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

12.5.5 With the exception of the Personal Business Leave where no work stoppage is involved (item 2.5.6), the District reserves the right to review each request and to verify such request by any appropriate means.

12.5.6 Personal Business: A unit member may use up to seven (7) days in a fiscal year for personal business. The unit member shall submit a request for personal business to the immediate supervisor not less than three (3) work days prior to the beginning date of the leave. If the unit member is requesting personal business less than three (3) work days prior to the beginning date of the leave, a reason must be given. A unit member may not use more than two (2) consecutive Personal Business days. For school site employees, Personal business leave will not be used in lieu of vacation, to extend a school holiday, or break.

12.6 Bereavement Leave:

12.6.1 A unit member shall be eligible for a temporary leave of absence without loss of salary, upon the death of any member of the immediate family. Such leave will be for no longer than five (5) days. Additional days of absence beyond those described herein are provided in this Article under the terms of Personal Necessity Leave.

12.6.2 Use of this leave shall commence within seven (7) calendar days from the date of the death of the family member and days used shall be taken consecutively, unless prior notification is given to the immediate supervisor.

12.7 Parental Leave:

12.7.1 General Provisions: The District may grant an unpaid pre-childbirth leave of absence to a pregnant unit member pursuant to the Personal Leave provisions, prior to the period of the unit member's disability.

12.7.2 Utilization of Sick Leave: During that period of time during which the unit member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her sick leave pursuant to section 12.2 above.

12.7.3 Baby-Bonding Leave: Qualified unit members may choose to take up to twelve (12) work weeks of baby-bonding leave under the California Family Rights Act ("CFRA"). This leave may be used for birth, adoption, or foster care placement of a child and shall be used within 12 months from the birth or placement. The District will comply with the provisions of the CFRA in allowing unit members to apply sick leave and Extended Sick Leave towards baby-bonding leave. Unit member shall not be permitted to use Extended Sick Leave towards their twelve (12) workweeks of baby-bonding leave until all sick leave and any other accrued paid leaves are exhausted.

12.7.4 Utilization of Extended Sick Leave: After a pregnant unit member has exhausted her sick leave, she will be entitled to use any remaining Extended Sick Leave, payable at 50% of regular salary pursuant to section 12.3.2 above. If a unit member has exhausted Extended Sick Leave, the remaining portion of baby-bonding leave will be unpaid.

12.7.5 Family Medical Leave Act: A unit member's twelve (12) work weeks of baby-bonding leave shall run concurrently with a unit member's entitlement to take the same leave under the Family Medical Leave Act ("FMLA").

12.7.6 Reproductive Loss Leave: A unit member shall be granted five (5) days of leave of absence on account of a reproduction loss event. "Reproductive loss event" means a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. The reproductive loss event applies to any person who would have been a parent as a result of the unsuccessful adoption, surrogacy, assisted reproduction, or pregnancy.

12.8 FMLA and Other Leaves Provided by Law:

12.8.1 FMLA entitles eligible unit members to take up the 12 weeks of unpaid job protected leave for specific family and medical reasons including but not limited to childbirth or adoption, commencement of foster care, or infant care of the unit member's child, or the serious illness or health condition of the unit member, the unit member's spouse, the unit member's child, or the unit member's parents. Please refer to Family Medical Leave Act for further information.

12.8.2 Leave taken to care for a newborn or foster or adopted child must be completed within one year of birth or placement. Also, in these circumstances, if both spouses are employed by the District, the combined total Family Care and Medical Leave shall be limited to 12 weeks.

12.8.3 Eligibility: The unit member must have been employed by the District at least one full year (and provided at least 1,250 hours of service) immediately prior to such leave in order to qualify for the leave.

12.8.4 To the extent required by applicable laws, unit members returning from a family and medical leave shall be returned to the same position, or to a position comparable to the position they occupied prior to their leave.

12.8.5 Health Benefits:

12.8.5.1 Subject to the above-mentioned "service credit" provisions of paragraph 12.1 above, the unit member during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active unit member.

12.8.5.2 If the unit member fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for family and medical leave, then the District may recover health insurance premiums paid pursuant to the above leave provisions.

12.8.5.3 Any unit member on leave who is covered under a District health plan which requires co-payment must continue payments in a timely fashion in order to qualify for District coverage.

12.8.6 The District shall provide FMLA/CFRA leave and other leaves as required by state or federal law according to the relevant statues and regulations; therefore, if there is any change in state or federal laws applicable to unit member leaves provided by this Article, those changes are deemed incorporated into this Article as of the effective date of the statutory change. Nothing in this Article is intended to change either the District's or any unit member's rights and obligations under the Americans with Disability Act or comparable state law.

12.9 Legal Commitments:

12.9.1 Jury Service: Leave of absence for jury service shall be granted to unit members who have been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the

jury service. The unit member shall receive full pay while on leave less any compensation received by the unit member by virtue of the appearance, provided that the court certification is filed with the District. Request for jury service leave shall be made by presenting the official court summons to jury service to the Director of Human Resources or designee.

12.9.2 Subpoenaed Witness: Unit members required to appear in court as a non-party witness under subpoena or to respond to an official order from another governmental jurisdiction, for reasons not brought about through the initiation, connivance or misconduct of the unit member, shall receive full compensation for such absence from duty.

12.10 Military Leave:

12.10.1 A unit member shall be entitled to any military leave required by law performing military duties on a voluntary or involuntary basis in a uniformed service; including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty.

12.10.2 A unit member who needs to be absent from the District to fulfill his or her military service shall provide advance written notice or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or otherwise impossible or unreasonable.

12.10.3 A unit member who has been employed by the District for one (1) calendar year or more shall receive their full usual pay for the first thirty (30) days of required military service. as provided by Education Code section 45059.

12.11 General Leave of Absence Without Pay:

12.11.1 The District may, in its sole discretion, and upon the written request of the unit member and the recommendation of the Superintendent, grant a leave without pay for any reason satisfactory to the District. Arrangements for a substitute must be completed before the unit member may consider himself/herself excused.

12.11.2 Denial of personal leave is not subject to the grievance procedures.

12.12 Union Business Leave - Unpaid:

12.12.1 Upon written request by the Union, the District may, in its sole discretion, grant a leave without pay for Union business.

12.12.2 Denial of personal leave is not subject to the grievance procedures.

12.13 Leaves Provided by Law: the District shall provide FMLA/CFRA leave and other leaves as required by state or federal law according to the relevant statutes and regulations; therefore, if there is any change in state or federal laws applicable to unit member leaves provided by this Article, those changes are deemed incorporated into this Article as of the effective date of the statutory change. Nothing in this Article is intended to change either the District's or any unit member's rights and obligations under the Americans with Disability Act or comparable state law. [Note: Moved from above.]

ARTICLE 13 - VACATION AND HOLIDAYS

13.1 Vacation:

13.1.1 Every unit member shall earn paid vacation at the prescribed rate as part of his/her compensation. Unit members who are on leave to serve in a limited-term assignment, or who serve in limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignment. Vacations shall also be earned during any paid leave of absence. Unit members must have served six (6) months before becoming eligible to take paid vacation. Part-timers accrue paid vacation on a pro rata basis based on FTE (full-time equivalent).

13.1.2 Vacation shall be earned as follows:

Calendar Years of Service	Working Days of Paid Vacation Earned Per Month
1 - 5 years	1.00 (12 days per year for full-time, 12-month unit member)
6 - 10 years	1.42 (17 days per year for full-time, 12-month unit member)
11 years	1.50 (18 days per year for full-time, 12-month unit member)
12 years	1.58 (19 days per year for full-time, 12-month unit member)
13 years	1.67 (20 days per year for full-time, 12-month unit member)
14 years	1.75 (21 days per year for full-time, 12-month unit member)
15 years	1.83 (22 days per year for full-time, 12-month unit member)
16 years	1.92 (23 days per year for full-time, 12-month unit member)
17 years	2.00 (24 days per year for full-time, 12-month unit member)
18 or more years	2.08 (25 days per year for full-time, 12-month unit member

13.1.3 Normally, vacation is taken during the year following June 30 of the year in which it is earned. Vacation schedules shall be prepared by the administration. Effort shall be made to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the service, the work load of the department, and the need to minimize substitute costs. Vacation credit may be accumulated to a total not exceeding that which the unit member could earn in two years.

Management shall respond to vacation requests made by employees within 10 working days upon receipt of time off request. Vacation requests during the first and last week of the school year for site based employees will not be considered without extenuating circumstances.

13.1.4 It is the policy of the District for unit members to use their vacation time as relief from the job. However, when a unit member has accumulated the maximum allowable vacation credit and when a critical personal or District emergency prevents his taking vacation, the nature and duration of the emergency shall be reported to the Payroll Department by the unit member and/or supervisor. The District may then authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency. When accrued (but not taken) vacation is paid off by the District, it shall be by a check separate from regular payroll.

13.1.5 The rate at which vacation is paid shall be the rate of pay which the unit member would have been paid had he/she served during the period.

13.1.6 Upon separation from District employment, a unit member who was employed longer than six months shall be paid for accumulated vacation credit at the rate of pay applicable to their last regular assignment.

13.1.7 12-month unit members: Vacation schedules shall be prepared by the administration. Effort shall be made to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the service, the work load of the department, and the need to minimize substitute costs. Vacation credit may be accumulated to a total not exceeding that which the unit member could earn in two years.

Once a year, beginning July 1, 2025, if the vacation balance is higher than what the unit member would earn in two years, vacation will be paid out to the unit member, up to the amount the member would earn in 3 (three) months, not to exceed 6 days. Additionally, unit members may request to carry over the same number of days into the following school year. Any days carried over must be used within the initial three-month period of the subsequent school year and be approved prior to June 30 of each year. At the end of that period, any remaining days that exceed the employee's maximum allowable accrual will be paid out. It is the unit member's responsibility to track their accruals. Accruals can be found on the Employee Self Service (ESS) system.

13.2 Paid Holidays:

13.2.1 Unit members shall be entitled to the following paid holidays provided they are either at work or on a paid leave during any portion of the District working day immediately preceding or succeeding the holiday:

July 4
Labor Day
Veterans Day
Thanksgiving Day
The Friday after Thanksgiving Day
The last working day before December 25 (or before the paid holiday granted for December 25 when December 25 occurs on a Saturday)
December 25
December 31 (in lieu of Admission Day)
January 1
Dr. Martin Luther King, Jr. Day (date to be determined by the District)
Lincoln Day
Washington Day (third Monday in February)
Spring Holiday
Memorial Day
Juneteenth

13.2.2 Those who are not normally assigned to duty during Winter and Spring Break shall be granted the paid holidays occurring during this period, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

13.3 Attendance Incentive:

At the end of each academic year, excluding Summer, eligible unit members who meet the attendance criteria outlined below will receive an annual attendance incentive.

To qualify for the incentive, a unit member must:

- Be employed by the District for the full school year.
- Have no more than one (1) day of absence during the school year on instructional or required Professional Development days.
- If one (1) day of absence is taken, provide Human Resources with a doctor's note verifying the absence within five (5) working days of the absence.
- Absences for bereavement, jury duty, military leave, or religious holidays will not be counted when determining eligibility for the attendance incentive.

All unit members who meet the above criteria will receive the annual attendance incentive of $500, minus applicable taxes, following the conclusion of the school year.

ARTICLE 14 - FRINGE BENEFITS

A. Health Insurance

1. Effective July 1, 2026, and throughout the duration of this Agreement, the District shall contribute per contract year on behalf of each regular full-time unit member the sum of $7000 for SISC Blue Cross medical insurance, MetLife family dental insurance, and Vision Service Plan insurance. If the total premium costs of any package selected by the unit member exceed the $7000 contribution by the District, the unit member and the District will share the additional costs on a 50%:50% basis.

14.1 District Contribution for Full-Time Unit Members: Throughout the duration of this Agreement, the District shall contribute for the contract year on behalf of each regular full-time unit member the sum of $7,000 for SISC Blue Cross medical insurance (four options), Delta Family Dental (two options), and Vision Service Plan. In addition, for the total premium costs of any package selected by the unit member in excess of the $7,000 contribution by the District, the unit member and the District will share the additional costs on an equal 50% basis. In the event that for any one year during the term of this Agreement the total premium increase is 25% (or more) above the prior year's premium, the parties will meet and negotiate regarding the impact of the excess increase. Plans and rates for the 2022-23 contract year are included as Attachment II.

14.2 District Contribution for Part-Time Unit Members: The above contribution on behalf of part-time unit members working 20 hours per week or more shall be prorated in the proportion that their weekly assignment bears to full-time; the unit member must contribute the balance of the cost, if they so desires. If a unit member decides not to do so, they shall not be entitled to participate until the next open enrollment period and the District shall have no obligation to contribute any sum on their behalf.

14.2.1 A part-time unit member may waive participation in the health and welfare benefits program.

14.3 District Contribution for Retirees: In addition, the District shall continue its contribution to the health/major medical insurance plan for all unit members who retire between the age of 53 and 65 with at least ten (10) full years of service credit. Such contribution shall commence upon such early retirement during the term of this Agreement, and shall terminate upon age 65. The District's contribution shall be $7,000.00 plus 50% of the amount of the premium over $7,000.00 for a Blue Cross plan.

14.4 District Obligations: The District's obligations under this Article are limited to the payment of the above-indicated contribution. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans, and are to be resolved between the carrier and the unit member. All disputes with respect to the carriers' administration of such programs are not the responsibility of the District and are not subject to the grievance procedures of Article 5 of this Agreement. However, the District shall, whenever appropriate, offer aid and assistance to the unit member in obtaining proper service from the carriers.

14.5 Health Care Cost Containment Committee: As needed, the District agrees to consult with the Union Cost Containment Committee to:

14.5.1 Examine the status, benefits, and cost of on-going health, dental and vision insurance, and pursue ways to bring down the cost of providing those insurance benefits.

14.5.2 Discuss short- and long-term cost containment possibilities.

14.5.3 Prepare appropriate recommendations to the District and Union representatives for their consideration in the appropriate collective bargaining process.

14.5.4 A copy of the health medical plans available through SISC (Self Insured Schools of California) shall be updated annually with the current information and shall be posted on the District Website.

14.6 PERS Pickup: The District shall continue, so long as it is lawful and of no cost to the District, the "PERS Pickup" to enable unit members to defer income taxes on the District's PERS contributions.

14.7 State Disability: Pursuant to the 1986 unit member election, the unit members are to participate, at their own expense, in the State Disability Income Protection Plan. Participation shall be solely at unit member expense, but the overhead cost of administration shall be borne by the District. SDI benefits are to be integrated with the District's sick leave benefits.

14.8 Life Insurance: The District shall purchase a $10,000 group life insurance policy covering each unit member enrolled in a qualifying insurance plan. The District shall contribute 100% of the cost of this policy on behalf of each regular full-time unit member. The contribution on behalf of part-time unit members working 20 hours per week or more shall be prorated in the proportion that their weekly assignment bears to full-time if they also choose to participate in the health insurance package. The unit member must contribute the balance of the cost. The group life insurance policy is an independent fringe benefit, not calculated as part of the District/employee health benefit package. The Union shall hold the District harmless against any claims or liabilities arising out of this provision.

14.9 Internal Revenue Code Section 125 Benefit Plan: The District shall offer unit members participation in an Internal Revenue Code Section 125 Plan, with administrative expenses thereof to be borne by the District.

14.10 Defined Benefit Plan:

14.10.1 Part-time unit members who do not qualify for PERS and who are hired May 1, 1994, or after, shall become participants in the SISC Defined Benefit Program. The contribution rate to be paid by the Defined Benefit Plan shall be as determined by the Defined Benefit Plan with annual actuarial valuations.

14.10.2 Part-time unit members who do not qualify for PERS and who are hired January 1, 2013, or after, shall be subject to Social Security, as per the California Public Employees' Pension Reform Act (PEPRA), therefore, will not contribute to the SISC Defined Benefit Plan.

ARTICLE 15 - PAY AND ALLOWANCES

15.1 Rates of Pay:

15.1.1 2026-27: The 2026-27 salary schedule shall reflect a 2% increase for all bargaining unit members, effective July 1, 2026. The updated salary schedule showing the salary increase shall be inserted into the collective bargaining agreement as Attachment 1.

15.1.2 2027-28: The 2027-28 salary schedule shall reflect a 2% increase for all bargaining unit members, effective July 1, 2027 without contingencies. The updated salary schedule showing the salary increase shall be inserted into the collective bargaining agreement as Attachment 1.

15.1.3 2028-29: The 2028-29 salary schedule shall reflect a 2% increase for all bargaining unit members, effective July 1, 2028 without contingencies. The updated salary schedule showing the salary increase shall be inserted into the collective bargaining agreement as Attachment 1.

If property taxes come in at 5% or higher in 2026 and any of the subsequent years of the agreement, salary schedules, including hourly pay, shall be increased by an additional one percent (1%) for all unit members retroactive to July 1, in each of those years.

15.1.4: In order to receive the salary increase, the unit member must be in paid status on the date the salary increase is implemented. Additionally, should SLCTA receive a higher percentage on salary schedule within the same 3-year periods (2026-27, 2027-28, 2028-29) then SEIU will receive an equal percentage.

All regular unit members in paid status as of July 1, 2022 will receive a one-time retention incentive of $500.00

Effective July 1, 2026 an additional step at year 23 of the SEIU salary schedule that increases pay by 2%.

15.1.6 The regular rate of pay for purposes of computing overtime, vacation pay, paid leaves and the like shall include any split shift differential required to be paid under this Agreement.

15.2 Frequency - Once Monthly: All unit members in the bargaining unit shall receive their regular pay once per month payable on or before the last working day of the month. If the normal pay date falls on a Federal holiday, the paycheck shall be issued on the preceding workday.

15.3 Payroll Errors: Any payroll error resulting in an incorrect payment shall be corrected as soon as practicable after discovery thereof, and normally will be remedied by a supplemental warrant within five (5) working days. If the error resulted in overpayment, the amount in question shall be deducted from subsequent warrants in a reasonable manner so as to minimize hardship to the unit member.

15.4 Initial Placement on Salary Schedule:

15.4.1 All new unit members shall be appointed at the hiring rate for the class as approved by the Personnel Commission. The hiring rate is normally the first step (Step A) of the salary range. Appointment of non-management employees shall be made at Step C of the appropriate range for the classification when the appointee has at least three years of comparable experience within the past ten years in a similar setting, if applicable. The Director of Human Resources shall evaluate the experience of all candidates for appointment at a higher step and make a decision regarding the placement. The Director shall make an annual report to the Personnel Commission of all instances of the use of this rule.

15.4.2 For classes where recruitment efforts have indicated difficulty in recruiting at the first step of the salary range, an accelerated hiring rate may be set, with the approval of the Superintendent and the Commission, at any step of the salary schedule range for the class. If the accelerated hiring rate is approved, all current unit members in the class shall be advanced to that rate and shall begin a new cycle to step advancement.

15.5 Step Advancement:

15.5.1 All unit members who are permanent as of July 1, 2016, will receive a step increase on July 1, 2016.

15.5.2 Subsequently, all permanent unit members will receive their step increase annually on July 1 until they reach the top step of the salary schedule.

15.5.3 All probationary unit members who successfully complete their probationary period during the period from July 1 to December 31, will receive a step increase on the first of the applicable month, and receive all subsequent step increases on July 1 of the next calendar year. Example: An unit member completing probation on November 1, 2012, would receive a step increase on November 1, 2012 (after six months, or 130 working days), and would receive their next step increase on July 1, 2013 (eight months later); one raise per calendar year.

15.5.4 All probationary unit members who successfully complete their probationary period during the period from January 1 to June 30, will receive a step increase on the first of the applicable month, and receive all subsequent step increases on July 1 of the next calendar year. Example: A unit member completing probation on March 16, 2013, would receive a step increase on April 1, 2013 (after six months, or 130 working days), and would receive their next step increase on July 1, 2014 (fifteen months later); one raise per calendar year.

15.5.5 Unit members who receive a promotion or demotion and new placement on the salary schedule will retain their July 1 step increase date.

15.5.6 Unit members in Food & Nutrition Services who possess a Certificate of Completion in a Healthy School Meals Registered Apprenticeship or Fellowship program designed for school food operators and emphasizing training in how to operate a scratch cook school meal program, shall be paid a one-time flat amount of $1500 upon program completion.

15.6 Placement After Leave of Absence: Unless the leave of absence taken provides that the break in service will be disregarded, the unit member upon return from a leave of absence will resume the step placement and advancement on the range as if the leave had not been taken, but leave time will not be counted for step-advancement purposes.

15.7 Promotional Increases: Upon promotion to a higher paid classification, a unit member shall be placed at a step in the new class range which will insure at least 5% increase above the unit member's previous rate. The unit member will be given an additional 1% for each range beyond the initial 5% increase, up to a maximum increase of 10% total, and placed on the appropriate step of the salary schedule. If the increase falls between steps, then the increase will be placed at the higher level. Additional advancement will be at the designated interval for the step thereafter. For the purpose of this rule, appointment of a unit member to a class with a salary range equal to or below his current range shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be made on the same rate formerly earned by the unit member, not to exceed the maximum of the range of the class to which they are appointed.

15.8 Placement when Demoted:

15.8.1 A unit member who requests a voluntary demotion, or is demoted due to discipline, shall be placed on the step of the range of the lower class which is calculated by a 1% decrease for each range below the original range. If the decrease falls between steps, then the decrease will be placed at the lower level. The unit member shall retain the July 1 step advance date established in the higher class.

15.8.2 A unit member who accepts a demotion at the request of the District shall be placed on the step of the range of the lower class which is closest to the rate earned in the higher class, provided that they shall not receive a salary increase.

15.9 Mileage, Lodging and Meal Reimbursement: Unit members shall be afforded such mileage, lodging and meal reimbursements as they are provided under applicable Board Policies and Regulations, including any subsequent improvements in said rules.

15.10 Use of Private Vehicles: Unit members will not be required to haul District food, supplies, or equipment in their personal vehicles, except under unusual or emergency circumstances.

15.11 Uniform and Safety Boot Allowance:

15.11.1 If the District requires uniforms and/or safety boots (see below), each affected unit member will be provided with six (6) uniforms per year. If an employee prefers to purchase their own pants, they will need supervisor approval. The District will provide a boot voucher for approved vendors in the amount of $200 per designated unit member for a single pair of boots meeting district specifications. District will provide safety shoes in the amount of $100 per designated unit member for a single pair of shoes meeting district specifications. Unit members will be responsible for maintaining a District-designated uniform and/or District-prescribed safety boots in clean and neat condition and wearing the uniform at all times.

15.11.2
Uniforms:
Food Service Workers and Driver
Bus Drivers
Operations Service Workers
Painters
Custodians
Groundsworkers
Maintenance

Safety Boots:
Food Service Drivers
Custodians
Groundsworkers
Maintenance
Mechanics
Operations Service Workers
Safety Shoes (non slip):
Food Service Workers – other than Drivers

Information regarding footwear specifications will be provided to each unit member for their job class.

15.11.3 For work either in inclement weather or under conditions likely to cause extreme soiling or wear to uniforms, the District will make available a reasonable quantity of coveralls and rain gear (including boots) for the use of the mechanic and assistant mechanics, as well as members of the grounds and maintenance crews. The quantities and locations of such clothing will be determined by the District.

15.11.4 The District will make a reasonable effort to make aprons available for Food Service unit members.

15.12 Transportation:

15.12.1 Bus Driver Certificates: The District agrees to reimburse each Bus Driver unit member for the fee associated with the renewal of the required bus driver certificate.

15.12.2 New Unit member Hired Following District Training: Upon successful completion of the probationary period, bus drivers who were hired immediately after completion of the District's driver training program will be eligible for reimbursement of the following pre-employment training fees:

DMV testing and permit fee	Class registration fee
CHP testing and fingerprinting fees	First aid training fee
Physical examination	82.7 book

The request for reimbursement and receipts shall be submitted to the supervisor for approval. Total reimbursement will be for actual expenses incurred.

15.12.3 Premium for Transportation Trainer: A unit member who is certified as a Transportation Trainer will receive a 10% premium when actively training.

15.13 Working Out Of Classification:

15.13.1 When unit members are assigned to work in higher range positions for more than five working days within a fifteen (15) day period, they shall be paid for the entire period they are required to work out of classification at Step A on the salary range of the absent unit members, or on that step which will give them a minimum of a 5% increase over their regular rate of pay, whichever is greater. Food Service Workers are not subject to the fifteen (15) day period, they shall be paid at the higher rate for the entire period they are required to work out of classification.

15.13.2 When a unit member believes they are being required to work out of classification in violation of the preceding paragraph, the unit member shall report the fact in writing within ten (10) working days following the incident to the supervisor. If not resolved with the supervisor, the unit member should discuss this with the Director of Human Resources, who shall immediately investigate. After review, the Director shall take such action as necessary based upon the facts. If the unit member is still not satisfied by the decision, they may appeal the decision to the Superintendent or designee. This rule shall not be construed as permitting a unit member to refuse to perform duties legally assigned by competent authority."

15.14 Comparison Districts: Upon request, the District agrees to confer with the Union regarding the school districts and any other agencies to be used for overall wage comparisons.

15.15 Professional Growth Program Guidelines:

15.15.1 The Professional Growth Program is designed to encourage unit members to upgrade their skills while at the same time achieving a measure of personal growth and to help cover costs of an activity for which the unit member (not a District Supervisor) is the initiator or requisitioner.

15.15.2 The Professional Growth Fund covers costs for substitutes, registration, meals, lodging, mileage and tuition (except that costs for transcripts or educational credit for classes, courses, workshops, etc., are to be paid by the unit member). Released time may also be provided at District option.

15.15.3 Eligible Professional Growth Activities include the following:

Conferences	Visitations
Workshops	Lectures/Demonstrations
Classes/Courses	Cross-Training

15.15.4 It is understood and agreed the District will underwrite the costs of such implementation during each school year of the contract up to the amount of $10,000. The maximum amount allowed for approved Professional Growth Activities within the District is $500 for any one full-time unit member per year, and is prorated for less than full-time on the basis of hours worked per day.

The District must notify the employee in writing or verbally when their request is denied and why the request is denied. Employees should not start professional growth without the approval of their supervisor. This benefit is not limited to one event or course.

Successful completion of the Professional Growth Program related to their current classification will result in a one-time $100 Bonus Payment. Examples of approved Professional Growth Programs by August 1 for the current school year and April 1 for the subsequent school year

15.15.5 Eligibility is limited to those who have successfully completed their probationary period in the District and in a position covered by this Agreement.

15.15.6 Application Procedures:

15.15.6.1 The unit member submits a request on the District-approved form to their immediate supervisor listing all pertinent data.

15.15.6.2 After the initial review, the immediate supervisor will indicate their recommendation on the request, and forward it to the Superintendent or designee for approval or disapproval.

15.15.6.3 Priority among approved activities is on a first-come, first-served basis. Failure to approve a request shall not be subject to the grievance procedures of Article 5.

15.15.3 CPR and First Aid: The District shall offer a training program to teach interested unit members CPR and First Aid emergency methods and also to make available interest-based problem-solving resources.

15.16 Extra Duty Assignments: Unit members who accept Extra Duty assignments (i.e coaching) outside of their normal work day and scope of responsibilities, will be paid at a set amount, per the established Certificated Extra Duty Pay Schedule located on the District's HR website.

15.17 Additional Assignments in Designated Classifications: Effective July 1, 2019, when unit members in regular part-time positions accept an additional regular assignment as a Playground Supervisor, Crossing Guard, or Before or After School Program Aide, the additional assignment will be paid at the unit member's rate of pay for their primary position.

ARTICLE 16 - LAYOFF AND REEMPLOYMENT

16.1 Definition: Layoff is defined as any reduction in assigned daily hours and/or work year due to lack of work or lack of funds. The decision to reduce any assignment is negotiable as are the effects of any layoff and/or reduction. Reduction in hours/day as a result of annual bidding does not constitute a layoff as defined.

16.2 Notice of Layoff: Eligible unit members affected by layoff shall be given written notice as required by Education Code section 45117. A permanent employee whose employment will be terminated as a result of the expiration of a specially funded program shall be given written notice not less than sixty (60) calendar days, or by March 15 as outlined in AB438, prior to the effective date of layoff and shall be informed of their displacement (bumping) rights, if any, and reemployment rights in an individual meeting where these rights are explained to the unit member. Individual meetings shall include an Association representative. The District and Association shall meet to review and agree upon each affected unit member's displacement rights prior to written notices of layoff being distributed.

16.3 Order of Layoff: Whenever a unit member is laid off, the order of layoff within the class shall be determined by seniority. Layoff shall be made in reverse order of seniority. The unit member who has the least seniority in the classification shall be laid off first.

16.4 Seniority: Seniority shall be based on the date of hire in the classification and shall include time in any higher classification. If two or more unit members are subject to layoff or reduction and have equal length of service in their classification, the unit member with the earliest District hire date shall be considered the most senior. If their District hire date is equal, determination shall be by lot. Periods of separation from the District due to duly granted leaves of absence or layoff are to be counted towards a unit member's seniority.

16.5 Bridging: Unit members who are reemployed during their reemployment period, shall retain their seniority (within prior classification and original hire date) and shall not be considered to have had a "break in service." The unit member shall return to their prior status at the time of layoff for purposes of salary schedule placement, probationary period, vacation accrual, and sick leave accrual.

16.6 Rights of Unit Members Laid Off for Lack of Work or Funds:

16.6.1 Displacement (Bumping) Rights: A unit member displaced or laid off from his present class may bump into a position in the same class if they hold more seniority than another unit member in the same class. The right to bump shall not be allowed if there is a vacant position of equal or greater assigned daily hours and/or work year in the unit member's class to which they can be assigned.

16.6.2 A unit member shall have bumping rights to displace the least senior unit member in the same classification so as to minimize loss of assignment hours per day and/or work days per year. If no positions exist, the unit member may, in lieu of layoff, bump into the next lower class in which the unit member has previously served and in which the laid off unit member has greater seniority.

16.6.3 Unit members shall have three (3) working days from the date of contact to accept or reject any displacement rights they are offered.

16.6.4 Any unit member who is bumped by a unit member with greater seniority shall have bumping rights as though s/he were laid off for lack of work or funds.

16.6.5 Provisional, substitute, limited-term, and emergency unit members shall have no bumping rights.

16.6.6 Voluntary Demotion: In lieu of layoff, unit members may voluntarily demote to a vacant position in a class not previously held provided that the unit member possesses the minimum qualifications for the classification. A unit member who is demoted in lieu of layoff shall be placed on the step of the salary range

of the lower class that is closest to his present salary in the class from which they were demoted, provided that s/he shall not receive a salary increase thereby. A permanent unit member who demotes into a lower class shall retain permanent status.

16.6.7 Reemployment:

16.6.7.1 Unit members laid off or demoted pursuant to this Article shall be placed on the reemployment list for the class from which they were laid off or demoted. Names on the reemployment list shall be in order of seniority with the person who holds the highest seniority being offered the first opportunity for reemployment. The person offered reemployment shall have three (3) working days from the date of contact to accept or decline. Unit members who are laid off shall have reemployment rights for no less than 39 months from the effective date of layoff. Unit members who elect to remain employed in a position or assignment less than their original position or assignment shall have reemployment rights for an additional 24 months (total of 63 months).

16.6.7.2 A unit member on layoff may decline three offers of reemployment in the former class and status. After the third refusal, no additional offers need be made and the unit member shall be considered unavailable.

16.6.7.3 Former unit members who are on a reemployment list and are interested in filling a vacancy in a classification in which they have not served, shall contact the Director of Human Resources to determine their ability to meet the minimum qualifications for that vacancy. The District shall adhere to all reemployment rights found in California law and as interpreted by the judicial system.

16.6.7.4 When there is an existing reemployment list, any positions that were eliminated due to lack of work or lack of funds shall not subsequently be filled by limited term, substitute, or provisional unit members, volunteers, or work experience/work study students.

16.6.8 Work as a Substitute: Unit members who are laid off may request to be placed on the substitute list and shall be given preference for assignments as a classified substitute.

16.7 Additional Provisions: When the duties assigned to an eliminated or reduced position must reasonably be reassigned to another unit member, the supervisor shall meet with the unit member to discuss the changes to their assigned duties, workload, expectations, and to set priorities to ensure that the workload assigned can reasonably be accomplished.

ARTICLE 17 - SEPARABILITY AND SAVINGS

17.1 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 18 - UNION SECURITY

18.1 Maintenance of Membership: All represented unit members are subject to maintenance of membership obligations. All unit members in the bargaining unit who are members and dues payers on the effective date of the agreement shall remain dues payers for the duration of the agreement unless they choose to drop membership dues in between June 1 and June 15 of each year of the agreement.

18.2 Hold Harmless:

18.2.1 The Association agrees to defend, hold harmless and indemnify the District, its officers and agents for all legal fees and other costs incurred after notice to the Association in defending against any court or administrative action challenging the legality of the organizational security provisions of this Agreement or implementation thereof, provided the District has complied with the terms of this article and has promptly notified the Association of the existence of such action.

18.2.2 The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed, to the extent permitted by law; this provision is not meant to in any way limit any obligation the Association may have, under the law, to defend, indemnify and hold harmless the District.

ARTICLE 19 - ENTIRE AGREEMENT

19.1 The District shall not be bound by any requirement which is not expressly and explicitly stated in this agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this agreement.

19.2 The Union agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement the parties shall meet periodically, and upon request of either party, to discuss matters of mutual concern.

ARTICLE 20 - TERM OF AGREEMENT

20.1 This Agreement shall be effective for the period July 1, 2025 to June 30, 2029.

20.2 The Union and the District shall meet upon the request of either party to discuss matters of mutual concern and to discuss the impact of any new legislation that falls within the required scope of negotiations.

20.3 There shall be successor negotiations commencing November 2028 for the 2029-2032 successor agreement.

SALARY SCHEDULES FOR 2026-29

Attachment I

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SERVICE EMPLOYEES INTERNATIONAL UNION
2026-27 SALARY SCHEDULE (25-26 PLUS 2%)

POSITION	RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23
Crossing Guard	300		17.43	18.31	19.22	19.61	20.00	20.40	20.81	21.22	21.65	22.08	22.52	22.97	23.43	23.90	24.38	24.86	25.61	25.61	25.61	25.61	25.61	26.12
Culinary Worker I*	309	20.40	21.42	22.49	23.62	24.09	24.57	25.07	25.57	26.08	26.60	27.13	27.67	28.23	28.79	29.37	29.96	30.55	31.47	31.47	31.47	31.47	31.47	32.10
Culinary Worker II*	313	22.53	23.66	24.84	26.08	26.60	27.13	27.68	28.23	28.79	29.37	29.96	30.56	31.17	31.79	32.43	33.08	33.74	34.75	34.75	34.75	34.75	34.75	35.44
Custodian I																								
Culinary Lead*	316	24.25	25.46	26.74	28.07	28.63	29.21	29.79	30.39	30.99	31.61	32.25	32.89	33.55	34.22	34.90	35.60	36.31	37.40	37.40	37.40	37.40	37.40	38.15
Delivery Driver																								
Food Service Delivery Driver*	317	24.86	26.10	27.41	28.78	29.35	29.94	30.54	31.15	31.77	32.41	33.05	33.72	34.39	35.08	35.78	36.49	37.22	38.34	38.34	38.34	38.34	38.34	39.11
Groundsworker																								
Custodian II	318	25.48	26.75	28.09	29.49	30.08	30.68	31.30	31.92	32.56	33.21	33.88	34.55	35.25	35.95	36.67	37.40	38.15	39.30	39.30	39.30	39.30	39.30	40.08
Bus Driver																								
Bus Driver/Ops Svc Worker																								
Delivery & Transporation Specialist																								
Senior Custodian	319	26.12	27.42	28.79	30.23	30.84	31.46	32.08	32.73	33.38	34.05	34.73	35.42	36.13	36.86	37.59	38.34	39.11	40.28	40.28	40.28	40.28	40.28	41.09
Custodial Crew Chief I	321	27.43	28.80	30.25	31.76	32.39	33.04	33.70	34.38	35.06	35.76	36.48	37.21	37.95	38.71	39.49	40.28	41.08	42.31	42.31	42.31	42.31	42.31	43.16
Custodial Crew Chief II	322	28.12	29.53	31.00	32.55	33.20	33.87	34.54	35.23	35.94	36.66	37.39	38.14	38.90	39.68	40.47	41.28	42.11	43.37	43.37	43.37	43.37	43.37	44.24
Groundsworker II	323	28.83	30.27	31.78	33.37	34.04	34.72	35.41	36.12	36.85	37.58	38.33	39.10	39.88	40.68	41.49	42.32	43.17	44.47	44.47	44.47	44.47	44.47	45.35
Transportation Technician	325	30.29	31.80	33.39	35.06	35.77	36.48	37.21	37.96	38.71	39.49	40.28	41.08	41.91	42.74	43.60	44.47	45.36	46.72	46.72	46.72	46.72	46.72	47.66
Electrician I																								
Painter I																								
Pool Maintenance Technician																								
Skilled Maintenance Worker																								
Mechanic																								
Irrigation/Water Resource Spec																								
Facilities Technician																								
HVAC Technician I	329	33.42	35.09	36.84	38.68	39.46	40.25	41.05	41.87	42.71	43.56	44.44	45.32	46.23	47.16	48.10	49.06	50.04	51.54	51.54	51.54	51.54	51.54	52.57
Carpenter																								
HVAC Technician II																								
Electrician II																								
Locksmith																								
Plumber																								
Senior Groundsworker	333	36.89	38.74	40.67	42.71	43.56	44.43	45.32	46.23	47.15	48.10	49.06	50.04	51.04	52.06	53.10	54.16	55.25	56.90	56.90	56.90	56.90	56.90	58.04
Lead Mechanic	334	37.83	39.72	41.70	43.79	44.66	45.56	46.47	47.40	48.35	49.31	50.30	51.31	52.33	53.38	54.45	55.53	56.65	58.34	58.34	58.34	58.34	58.34	59.51

Approved by the Board of Education: June 16, 2026
Effective July 1, 2026

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SERVICE EMPLOYEES INTERNATIONAL UNION
2027-28 SALARY SCHEDULE (26-27 PLUS 2%)

POSITION	RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23
Crossing Guard	300		17.78	18.67	19.61	20.00	20.40	20.81	21.22	21.65	22.08	22.52	22.97	23.43	23.90	24.38	24.86	25.36	26.12	26.12	26.12	26.12	26.12	26.64
Culinary Worker I*	309	20.81	21.85	22.94	24.09	24.57	25.07	25.57	26.08	26.60	27.13	27.67	28.23	28.79	29.37	29.96	30.55	31.17	32.10	32.10	32.10	32.10	32.10	32.74
Culinary Worker II*	313	22.98	24.13	25.34	26.60	27.13	27.68	28.23	28.79	29.37	29.96	30.56	31.17	31.79	32.43	33.08	33.74	34.41	35.44	35.44	35.44	35.44	35.44	36.15
Custodian I																								
Culinary Lead*	316	24.74	25.97	27.27	28.63	29.21	29.79	30.39	30.99	31.61	32.25	32.89	33.55	34.22	34.90	35.60	36.31	37.04	38.15	38.15	38.15	38.15	38.15	38.92
Delivery Driver																								
Food Service Delivery Driver*	317	25.35	26.62	27.95	29.35	29.94	30.54	31.15	31.77	32.41	33.05	33.72	34.39	35.08	35.78	36.49	37.22	37.97	39.11	39.11	39.11	39.11	39.11	39.89
Groundsworker																								
Custodian II	318	25.99	27.28	28.65	30.08	30.68	31.30	31.92	32.56	33.21	33.88	34.55	35.25	35.95	36.67	37.40	38.15	38.91	40.08	40.08	40.08	40.08	40.08	40.88
Bus Driver																								
Bus Driver/Ops Svc Worker																								
Delivery & Transporation Specialist																								
Senior Custodian	319	26.64	27.97	29.37	30.84	31.46	32.08	32.73	33.38	34.05	34.73	35.42	36.13	36.86	37.59	38.34	39.11	39.89	41.09	41.09	41.09	41.09	41.09	41.91
Custodial Crew Chief I	321	27.98	29.38	30.85	32.39	33.04	33.70	34.38	35.06	35.76	36.48	37.21	37.95	38.71	39.49	40.28	41.08	41.90	43.16	43.16	43.16	43.16	43.16	44.02
Custodial Crew Chief II	322	28.68	30.12	31.62	33.20	33.87	34.54	35.23	35.94	36.66	37.39	38.14	38.90	39.68	40.47	41.28	42.11	42.95	44.24	44.24	44.24	44.24	44.24	45.12
Groundsworker II	323	29.40	30.87	32.42	34.04	34.72	35.41	36.12	36.85	37.58	38.33	39.10	39.88	40.68	41.49	42.32	43.17	44.03	45.35	45.35	45.35	45.35	45.35	46.26
Transportation Technician	325	30.90	32.44	34.06	35.77	36.48	37.21	37.96	38.71	39.49	40.28	41.08	41.91	42.74	43.60	44.47	45.36	46.27	47.66	47.66	47.66	47.66	47.66	48.61
Electrician I																								
Painter I																								
Pool Maintenance Technician																								
Skilled Maintenance Worker																								
Mechanic																								
Irrigation/Water Resource Spec																								
Facilities Technician																								
HVAC Technician I	329	34.09	35.79	37.58	39.46	40.25	41.05	41.87	42.71	43.56	44.44	45.32	46.23	47.16	48.10	49.06	50.04	51.04	52.57	52.57	52.57	52.57	52.57	53.63
Carpenter																								
HVAC Technician II																								
Electrician II																								
Locksmith																								
Plumber																								
Senior Groundsworker	333	37.63	39.51	41.49	43.56	44.43	45.32	46.23	47.15	48.10	49.06	50.04	51.04	52.06	53.10	54.16	55.25	56.35	58.04	58.04	58.04	58.04	58.04	59.20
Lead Mechanic	334	38.58	40.51	42.54	44.66	45.56	46.47	47.40	48.35	49.31	50.30	51.31	52.33	53.38	54.45	55.53	56.65	57.78	59.51	59.51	59.51	59.51	59.51	60.70

Approved by the Board of Education: June 16, 2026
Effective July 1, 2026

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SERVICE EMPLOYEES INTERNATIONAL UNION
2028-29 SALARY SCHEDULE (27-28 PLUS 2%)

POSITION	RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23
Crossing Guard	300		18.14	19.05	20.00	20.40	20.81	21.22	21.65	22.08	22.52	22.97	23.43	23.90	24.38	24.86	25.36	25.87	26.64	26.64	26.64	26.64	26.64	27.18
Culinary Worker I*	309	21.23	22.29	23.40	24.57	25.07	25.57	26.08	26.60	27.13	27.67	28.23	28.79	29.37	29.96	30.55	31.17	31.79	32.74	32.74	32.74	32.74	32.74	33.40
Culinary Worker II*	313	23.44	24.61	25.84	27.13	27.68	28.23	28.79	29.37	29.96	30.56	31.17	31.79	32.43	33.08	33.74	34.41	35.10	36.15	36.15	36.15	36.15	36.15	36.88
Custodian I																								
Culinary Lead*	316	25.23	26.49	27.82	29.21	29.79	30.39	30.99	31.61	32.25	32.89	33.55	34.22	34.90	35.60	36.31	37.04	37.78	38.92	38.92	38.92	38.92	38.92	39.69
Delivery Driver																								
Food Service Delivery Driver*	317	25.86	27.15	28.51	29.94	30.54	31.15	31.77	32.41	33.05	33.72	34.39	35.08	35.78	36.49	37.22	37.97	38.73	39.89	39.89	39.89	39.89	39.89	40.69
Groundsworker																								
Custodian II	318	26.51	27.83	29.22	30.68	31.30	31.92	32.56	33.21	33.88	34.55	35.25	35.95	36.67	37.40	38.15	38.91	39.69	40.88	40.88	40.88	40.88	40.88	41.70
Bus Driver																								
Bus Driver/Ops Svc Worker																								
Delivery & Transporation Specialist																								
Senior Custodian	319	27.17	28.53	29.96	31.46	32.08	32.73	33.38	34.05	34.73	35.42	36.13	36.86	37.59	38.34	39.11	39.89	40.69	41.91	41.91	41.91	41.91	41.91	42.75
Custodial Crew Chief I	321	28.54	29.97	31.47	33.04	33.70	34.38	35.06	35.76	36.48	37.21	37.95	38.71	39.49	40.28	41.08	41.90	42.74	44.02	44.02	44.02	44.02	44.02	44.90
Custodial Crew Chief II	322	29.26	30.72	32.25	33.87	34.54	35.23	35.94	36.66	37.39	38.14	38.90	39.68	40.47	41.28	42.11	42.95	43.81	45.12	45.12	45.12	45.12	45.12	46.03
Groundsworker II	323	29.99	31.49	33.07	34.72	35.41	36.12	36.85	37.58	38.33	39.10	39.88	40.68	41.49	42.32	43.17	44.03	44.91	46.26	46.26	46.26	46.26	46.26	47.19
Transportation Technician	325	31.51	33.09	34.74	36.48	37.21	37.96	38.71	39.49	40.28	41.08	41.91	42.74	43.60	44.47	45.36	46.27	47.19	48.61	48.61	48.61	48.61	48.61	49.58
Electrician I																								
Painter I																								
Pool Maintenance Technician																								
Skilled Maintenance Worker																								
Mechanic																								
Irrigation/Water Resource Spec																								
Facilities Technician																								
HVAC Technician I	329	34.77	36.51	38.33	40.25	41.05	41.87	42.71	43.56	44.44	45.32	46.23	47.16	48.10	49.06	50.04	51.04	52.06	53.63	53.63	53.63	53.63	53.63	54.70
Carpenter																								
HVAC Technician II																								
Electrician II																								
Locksmith																								
Plumber																								
Senior Groundsworker	333	38.38	40.30	42.32	44.43	45.32	46.23	47.15	48.10	49.06	50.04	51.04	52.06	53.10	54.16	55.25	56.35	57.48	59.20	59.20	59.20	59.20	59.20	60.39
Lead Mechanic	334	39.35	41.32	43.39	45.56	46.47	47.40	48.35	49.31	50.30	51.31	52.33	53.38	54.45	55.53	56.65	57.78	58.93	60.70	60.70	60.70	60.70	60.70	61.92

Approved by the Board of Education: June 16, 2026
Effective July 1, 2026

2026-27 EMPLOYEE INSURANCE
CLASSIFIED FULL-TIME RATES

80M (Package 1)

Blue Cross PPO	80% $40 Copay	
Group #	40393B	
Deductible	$3,000/$6,000	
Max Out of Pocket	$4,000/$8,000	
Rx (w/deductible)	$200/$500 for brand drugs	
	$10 generic/$35 brand	
		Annually
Medical	$	18,444.00
Metlife PDP Plus	$	1,576.32
Vision	$	224.40
Total	$	20,244.72
District Contribution ($7000+50%)	$	13,622.36
Employee	$	6,622.36
10 month pays	$	662.24
12 months pays	$	551.86

80G (Package 2)

Blue Cross PPO	80% $30 Copay	
Group #	40317J	
Deductible	$500/$1,000	
Max Out of Pocket	$2,000/$4,000	
Rx (no deductible)	$9 generic/$35 brand	
		Annually
Medical	$	23,772.00
Metlife PDP Plus	$	1,576.32
Vision	$	224.40
Total	$	25,572.72
District Contribution ($7000+50%)	$	16,286.36
Employee	$	9,286.36
10 month pays	$	928.64
12 months pays	$	773.86

90C (Package 3)

Blue Cross PPO	90% $20 Copay	
Group #	40332C	
Deductible	$200/$500	
Max Out of Pocket	$1,000/$3,000	
Rx (no deductible)	$9 generic/$35 brand	
		Annually
Medical	$	27,312.00
Metlife PDP Plus	$	1,576.32
Vision	$	224.40
Total	$	29,112.72
District Contribution ($7000+50%)	$	18,056.36
Employee	$	11,056.36
10 month pays	$	1,105.64
12 months pays	$	921.36

100A (Package 4)

Blue Cross PPO	100% $20 Copay	
Group #	40332F	
Deductible	NA	
Max Out of Pocket	$1,000/$3,000	
Rx (no deductible)	$9 generic/$35 brand	
		Annually
Medical	$	29,556.00
Metlife PDP Plus	$	1,576.32
Vision	$	224.40
Total	$	31,356.72
District Contribution ($7000+50%)	$	19,178.36
Employee	$	12,178.36
10 month pays	$	1,217.84
12 months pays	$	1,014.86

80M (Package 5)

Blue Cross PPO	80% $40 Copay	
Group #	40393B	
Deductible	$3,000/$6,000	
Max Out of Pocket	$4,000/$8,000	
Rx (w/deductible)	$200/$500 for brand drugs	
	$10 generic/$35 brand	
		Annually
Medical	$	18,444.00
Metlife PDP Plus/Ortho	$	1,923.12
Vision	$	224.40
Total	$	20,591.52
District Contribution ($7000+50%)	$	13,795.76
Employee	$	6,795.76
10 month pays	$	679.58
12 months pays	$	566.31

80G (Package 6)

Blue Cross PPO	80% $30 Copay	
Group #	40317J	
Deductible	$500/$1,000	
Max Out of Pocket	$2,000/$4,000	
Rx (no deductible)	$9 generic/$35 brand	
		Annually
Medical	$	23,772.00
Metlife PDP Plus/Ortho	$	1,923.12
Vision	$	224.40
Total	$	25,919.52
District Contribution ($7000+50%)	$	16,459.76
Employee	$	9,459.76
10 month pays	$	945.98
12 months pays	$	788.31

90C (Package 7)

Blue Cross PPO	90% $20 Copay	
Group #	40332C	
Deductible	$200/$500	
Max Out of Pocket	$1,000/$3,000	
Rx (no deductible)	$9 generic/$35 brand	
		Annually
Medical	$	27,312.00
Metlife PDP Plus/Ortho	$	1,923.12
Vision	$	224.40
Total	$	29,459.52
District Contribution ($7000+50%)	$	18,229.76
Employee	$	11,229.76
10 month pays	$	1,122.98
12 months pays	$	935.81

100A (Package 8)

Blue Cross PPO	100% $20 Copay	
Group #	40332F	
Deductible	NA	
Max Out of Pocket	$1,000/$3,000	
Rx (no deductible)	$9 generic/$35 brand	
		Annually
Medical	$	29,556.00
Metlife PDP Plus/Ortho	$	1,923.12
Vision	$	224.40
Total	$	31,703.52
District Contribution ($7000+50%)	$	19,351.76
Employee	$	12,351.76
10 month pays	$	1,235.18
12 months pays	$	1,029.31

Deductibles have a 4th quarter carryover.

Out of Packet maximum does not have a 4th quarter carryover.

The Out of Pocket limit is the most you could pay during a coverage period for your share of the cost for covered services. It includes all deductibles, copays and coinsurance.

2026-27 EMPLOYEE INSURANCE
FULL-TIME RATES
CLASSIFIED FULL-TIME RATES
Affordable Care Act Plans - HSA compatible

HSA (Package 9)			
Blue Cross PPO	90%		
Group #	40393G-single / 40393F-family		
Deductible - single	$1,700		
Deductible - family	$3400/$3400		
Max Out of Pocket	$3,400/$6,800		
Rx w/medical deductible	After meeting deductible		
	$9 generic/$35 brand		
			Annually
Medical		$	20,784.00
Metlife PDP Plus		$	1,576.32
Vision		$	224.40
Total		$	22,584.72
District Contribution ($7000+50%)		$	14,792.36
Employee		$	7,792.36
10 month pays		$	779.24
12 months pays		$	649.36

HSA (Package 10)			
Blue Cross PPO	90%		
Group #	40393G-single / 40393F-family		
Deductible - single	$1,700		
Deductible - family	$3400/$3400		
Max Out of Pocket	$3,400/$6,800		
Rx w/medical deductible	After meeting deductible		
	$9 generic/$35 brand		
			Annually
Medical		$	20,784.00
Metlife PDP Plus/Ortho		$	1,923.12
Vision		$	224.40
Total		$	22,931.52
District Contribution ($7000+50%)		$	14,965.76
Employee		$	7,965.76
10 month pays		$	796.58
12 months pays		$	663.81

ACA Bronze-A Medical Only

Employee Only			
No Dental, No Vision, No Spouses			
Blue Cross PPO	70%		
Group # 70393B	then subject deductible and		
	co-insurance		
Deductible	$5,000		
Max Out of Pocket	$6,350		
Rx w/medical deductible	After meeting deductible,		
	$9 for generics and $35 for brand		
Employee Only			Annually
Medical only		$	10,176.00
District Contribution ($7000+50%)		$	8,588.00
Employee Contribution		**$**	**1,588.00**
10 month pays		**$**	**158.80**
12 months pays		**$**	**132.33**

ACA Bronze-B-Medical Only

Employee + Child(ren)			
No Dental, No Vision, No Spouses			
Blue Cross PPO	70%		
Group #70393B	then subject deductible and		
	co-insurance		
Deductible	$5,000/$10,000		
Max Out of Pocket	$6,350/$12,700		
Rx w/medical deductible	After meeting deductible,		
	$9 for generics and $35 for brand		
Employee + Child(ren)			Annually
No spouses allowed on this plan			
Medical only		$	16,224.00
District Contribution ($7000+50%)		$	11,612.00
Employee Contribution		**$**	**4,612.00**
10 month pays		**$**	**461.20**
12 months pays		**$**	**384.33**

Life insurance is not available with the ACA Bronze plans.

Not eligible for the 75% rate for spouses actively employed with San Luis Coastal.

Retirees cannot enroll.

Deductibles have a 4th quarter carryover.

Out of Packet maximum does not have a 4th quarter carryover.

The Out of Pocket limit is the most you could pay during a coverage period for your share of the cost for covered services.

Out of Pocket expenses include all deductibles, copays and coinsurance.