

Agreement Between

BOARD OF EDUCATION
ALBANY UNIFIED SCHOOL DISTRICT

And the

LOCAL 1021
SERVICE EMPLOYEES INTERNATIONAL
UNION, CTW

July 1, 2013-June 30, 2017

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1 AGREEMENT

THIS AGREEMENT, hereinafter referred to as the “agreement is entered into this 8th day of March, 2008 by and between the ALBANY UNIFIED SCHOOL DISTRICT, hereinafter referred to as the “district,” and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, hereinafter referred to as “Organization.”

The term “Agreement” as used herein means the written agreement provided under Section 3540.1(h) of the Government Code.

2 RECOGNITION

- 1.** The District recognizes the Organization as the exclusive representative for employees in the Operational Unit.
- 2.** The Operational Unit consists of employees as stated in the listing of positions as set forth in Exhibit A of this Agreement.
- 3.** This Agreement applies only to employees in the above described representation unit.

3 ORGANIZATION RIGHTS

The Organization shall have the right to use District facilities of reasonable times when not needed for district use for the purpose of conducting Organization business. The Organization may use district equipment without charge except the Organization must reimburse the District for the consumption of supplies and cost of duplicating materials. The District will provide a total of five (5) paid leave per year for officers of Local 1021 to participate in meetings on behalf of Local 1021.

4 ORGANIZATIONAL SECURITY

1. Any member of the unit who is a member of the Organization or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of

membership dues, initiation fees and general assessments in the Organization. Such authorization shall continue in effect from year to year unless revoked in writing by June 1, of any year. Pursuant to such authorization, the District shall deduct such dues from the regular salary check of the members of the unit each month.

2. Any member of the unit who is not a member of the Organization or who does not make application for membership within thirty (30) days from the date of commencement of duties shall become a member of the Organization or pay to the Organization a fee in an amount equal to the annual dues, initiation fees and general assessments payable to the Organization; provided, however, that the member of the unit may authorize a payroll deduction for such fee in the same manner as provided in Paragraph 1 of this section. Any member of the unit who fails to authorize a payroll deduction or who fails to pay the required fee to the Organization shall be terminated from employment upon written request by the Organization.
3. Notwithstanding any provision of this Article, any member of the unit whose personal, philosophical, or religious convictions forbid joining or support the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, CTW, shall as a condition of continued employment, pay the amount set forth above to the Organization for submission to any national or statewide charitable organization as may be agreed upon by the member of the unit, the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 and the ALBANY UNIFIED SCHOOL DISTRICT. A copy of the receipt for such donation shall be submitted to the employees and the District and kept on file. This donation shall be made on year-to-year basis, and shall be considered to be paid under the same terms and conditions as if said member of the unit was a member of the Organization.

In the event said member does not pay such sum to the charitable organization, the Board shall, at the request of the Organization, terminate the employment of said member of the unit in accordance with the law.

4. The Organization shall indemnify, defend and hold District, its officers and/or employees, harmless from any claims made of any nature and against any lawsuit arising from the District's actions pursuant to its obligations contained in this section. In the event the District is called to terminate a member of the unit's employment, pursuant to this section, the Organization shall pay all the legal costs incurred by the District, including the fees paid to the attorney of the District's choice.
5. The Organization agrees to furnish any information needed by the District to fulfill the provisions of this section.
6. This Article does not apply to day-to-day substitute employees or to employees who are substituting for employees on sick leave or workers' compensation leave or to employees who are a substitute for employees who are out on leave requested by the employees up to a period of six (6) months. After an employee who is substituting for an employee on a leave requested by the employee works for a period that exceeds six (6) months, the

District and the Organization shall meet and confer on the question of coverage of that employee by this Agreement on a case-by-case basis. The District agrees to notify the chapter President once every calendar quarter of individuals working more than ten (10) days in one position.

5 DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. The exercise of powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. It is the intent of the Albany Unified School District to post vacant positions within sixty (60) days of the vacancy.

6 NON-DISCRIMINATION

The Board prohibits any district employee from harassing or discriminating against any other district employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

7 SAFETY

The District will comply with all legal safety requirements imposed by State or Federal laws or regulations. Should sufficient evidence exist that any law or regulation is not being complied with, such evidence must be submitted to the District. All matters arising out of this Section shall be handled expeditiously by all parties to effect the correction of any valid safety or health hazard.

The District agrees to include at least one unit member recommended by the unit and approved by the District on the Health and Safety Committee. The committee meets regularly to discuss and attempt to resolve safety concerns and to seek ways to prevent injury to students and staff.

8 WAGES AND SALARY SCHEDULE PROVISIONS

1. 2013-2014

A four percent (4%) salary increase shall be applied to all steps and columns of the current salary schedule, Exhibit B, effective as of July 1, 2013. In addition, there is an understanding by both parties that the cost of health and benefits for 2013-2014 is equivalent to approximately an additional one and five tenths percent (1.5%) increase in compensation.

2. Wage Differentials

- a. Five percent (5%) of the employee's hourly salary shall be paid to employees who work the majority of their shift after 3:00 P.M.
- b. The Cornell School custodian shall be paid five percent (5%) of the hourly salary for duties which include receiving, loading, unloading and storing supplies and materials delivered to the Cornell site. The Cornell custodian shall not be paid the 5% differential as long as there is a central kitchen located on another site in the school district.

3. Longevity Pay

Years of service shall be anniversary years based upon the date of employment. The District shall additionally compensate long-service employees in accordance with the following schedule:

- a. Employees who have completed eight (8) years of continuous service shall be granted a four percent (4%) longevity increment.
- b. Employees who have completed twelve (12) years of continuous service shall be granted an additional three percent (3%) longevity increment for a total additional increment of seven percent (7%).
- c. Employees who have completed sixteen (16) years of continuous service shall be granted an additional three percent (3%) longevity increment for a total additional increment of ten percent (10%).
- d. Employees who have completed twenty (20) years of continuous service shall be granted an additional three percent (3%) longevity increment for a total additional increment of thirteen percent (13%).
- e. Employees who have completed twenty-four (24) years of continuous service shall be granted an additional three percent (3%) longevity increment for a total additional increment of sixteen percent (16%).
- f. Employees who have completed twenty-eight (28) years of continuous service shall be granted an additional three percent (3%) longevity increment for a total additional increment of nineteen percent (19%).
- g. Employees working less than full-time shall receive a prorated amount.

4. Call Back Pay

Any employee called in to work on a day when he/she is not scheduled to work or called back to work after completion of his/her regular shift shall be paid a minimum of two hours at the applicable rate.

5. Holiday Pay

Unit members required to work on a holiday shall be paid for that day plus one and one-half (1 ½) times their regular rate of pay for the hours worked, but not less than two (2) hours.

6. Vehicle Usage

Employees using their own vehicles on District business will be paid according the schedule below:

Daily, intensive use	\$202.00/month	Level 1
Day custodians	\$ 65.00/month	Level 2
Split Assignments	\$ 18.00/month	Level 3
All other use	\$.30/mile	Level 4

The District reserves the right to make employment of any new maintenance employee contingent upon their providing their own appropriate vehicle for use in their assignment. Payment will be made in accordance with the provisions of this Vehicle Usage article.

7. State Disability Insurance

The employees covered by this Agreement will pay their own State Disability Insurance. State Disability Insurance will be integrated with employee's accumulated sick leave.

8. Clothing Allowance

The parties agree that a safety committee shall meet and propose a standard description of appropriate work boots/shoes description. The District shall provide and launder uniforms for all custodians/maintenance workers and the custodians/maintenance workers shall wear the uniforms. The District will pay thirty dollars (\$30) per month clothing allowance to all unit members except custodians. The District will pay up to eighty dollars (\$80.00) per maintenance, custodian or food service unit member to Red Wing for unit members to buy one pair or work shoes or work boots, as appropriate. The District will pay up to \$120 for work boots for maintenance craftsman/painter. In subsequent years, replacement of shoes will be as needed as determined by the immediate supervisor. The \$30.00 clothing allowance for food service workers shall be prorated for unit members working less than full-time.

9. Personal Property

The Board shall reimburse employees for any loss, damage or destruction of personal property, to a maximum of five-hundred dollars (\$500.00) per year, suffered while performing assigned services for the District. The employee must:

- a. Have prior approval of the immediate supervisor for use of personal equipment or tools,
- b. Have taken measures to protect such equipment or tools; and,

- c. Have a completed 'Personal Property Report Form' (Exhibit E) on file with the District.

10. Job Reclassification in the District

Definition: "Reclassification" means the upgrading of a position to a higher classification as a result of gradual increase of the duties being performed by the incumbent in such position (Education Code Section 45101). When a position is reclassified to a position at a higher salary, the minimum increase in salary for the affected employees shall be five (5%).

Classification Study: The District and SEIU agree to continue to conduct a classification and compensation study.

11. Out of Class Pay

The District shall compensate employees with acting pay (out of class pay); from the first day the employee is assigned by the Superintendent or designee to perform work out of classification. Before assuming responsibilities of a different classification, the employee shall receive prior approval from the Superintendent or designee. Payment in the different classification shall be limited to the first step of the classification assigned or five percent (5%) whichever is higher.

12. Reserve Duty

When an employee has to go on military training duty, the employee will be paid by the District and will not lose any pay for up to the maximum of thirty (30) days.

13. Seniority

- a. Promotion: In order to provide promotion opportunities to organization members, consideration may be given to those applicants who will, in the judgment of the District, require additional on the job and/or off the job training to meet minimum requirements. Initial step placement will be appropriate to training and experience for the promotional assignment without regard to the applicant's prior Range and Step; however, placement shall not result in a reduced hourly salary. When an employee is promoted to a higher classification, the employee will move to the next higher step in six (6) months, except when initial placement was to the highest step.
- b. Seniority for purpose of promotion, transfers, longevity, and vacations only will be based on original date of hire for all employees in the Bargaining Unit. Any break in service for a period longer than thirty (30) days shall not be included in the computation of seniority. Break in service is defined as an unpaid leave of absence which exceeds thirty (30) days.

14. Job Openings

It shall be the policy of the District to hire and assign the best qualified employee to every classified position. Insofar practical, the following procedures will be adhered to:

- a. Job Openings: Positions which are vacant due to retirements or resignations will be posted through out the District for a period of ten (10) working days or more. The notice will contain information as to the salary for the position; (2) where and when to apply; (3) the job duties and responsibilities; and (4) the qualifications for the position. All qualified applicants will be interviewed by a panel which may include but is not limited to, the site administrator, the assistant superintendent, the business manager, and two members of the classified staff – one appointed by the Organization and one appointed by the District. Everything else being equal, as determined by the District, an applicant from within the District will be given preference to one from outside the District. In the event two or more applicants from the within the District are equally qualified as determined by said District, the employees with the greater length of service together with a satisfactory evaluation or better shall be give preference.
- b. Job Posting: Positions that are vacant shall be posted at all job site locations and all places where employees regularly work (for example, kitchens, custodians' break rooms, and the maintenance bulletin boards are locations where notices will appear). (See Job Openings).

15. Training Program

- a. Maintenance, grounds and custodial employees covered by this Agreement shall have the opportunity to attend at least one (1) in-service training meeting per year, either on District straight-time pay during the regular working hours or outside regular working hours at time-and-one half of regular rate of pay.
- b. Requests for reimbursement from employees for tuition, books and workshops fees for in-service and college classes taken and successfully passed, may be approved if classes relate to job assignment. The cost of this benefit shall not exceed two hundred dollars (\$200.00) per employee per year.

16. Professional growth

- a. Application for Professional Growth:
Permanent classified employees may wish to improve their opportunities for advancement in the district or improve job skills by professional growth. It is the responsibility of the individual employee to apply for Professional Growth credit, to receive prior approval from the District and to verify satisfactory completion of all course work. Professional Growth units will be granted for those academic and professional growth activities that are beneficial to the employee's assignment, promotional advancement and District goals. Employees must obtain approval from the Business Manager prior to enrolling in a professional growth program. Requests for approval shall be submitted on the standard District form (Exhibit C). In the event that the Business Manager disapproves, the employee may appeal to the Superintendent.

No professional growth award credit shall be awarded for any courses conferences, workshops, or activities which are funded in part or in whole with District funds for costs such as registration fees, transportation or mileage,

reimbursement, or other expenses related to the activity or for activities which take place during assigned work time.

b. Professional Growth Award Units:

A professional growth award may be earned as follows upon prior approval by the business Manager

1. Completing nine (9) semester units (or 13 ½ quarter units) of work in an accredited educational institution. Accredited educational institution refers to community college, college or university. Credit will not be granted for audited courses.
2. Completing specific in-service courses which are attended outside of working hours.
3. Completing correspondence courses.

c. Credit Earned

1. The amount of credit earned will be determined at the time the request for approval is considered.
2. When an institution indicates the number of hours of participation rather than a specific number of units, one semester unit will be granted for each fifteen (15) hours (minimum) of classroom or workshop participation and in multiples of five (5) hours thereafter for each additional 1/3 semester unit – ten (10) hours equal 2/3 semester unit. Institutional credit in terms of quarter unit will be converted into semester units on the basis that one quarter unit is equivalent to 2/3 of one semester unit.
3. The required number of units must be divided on the following basis:
 - a. The equivalent of six (6) units minimum to be chosen for courses related to the employee's job description; and
 - b. The equivalent of three (3) units to be either general education courses or course related to the employee's job description. (For example, the nine (9) units may be job related.)
4. Any units earned in excess of the units required for an award may be applied toward subsequent awards.
5. The District will accept the number of credits awarded by the educational institution where the course was completed.

d. Award Rate and Effective Date

1. For a full-time employee, an award of forty dollars (\$40) per month for each nine (9) semester units of approved credit earned shall be granted upon completion of units to an employee participating in the Professional Growth Program.
2. For a part-time employee, the award shall be prorated based on the number of hours that the employee is regularly scheduled to work during the work day.
3. A maximum of ten (10) awards may be granted to an employee during his or her tenure in the District.
4. The employee must provide the Business Manager with evidence of a satisfactory grade upon completion of the course. All transcripts must

be submitted to the Business Office by July 31st to be eligible for incentive pay credit in the subsequent fiscal year.

9 HOURS OF EMPLOYMENT

1. Work Day

Full time employees shall work an eight (8) hour work day, not including a duty-free lunch period of not less than one-half hour.

2. Work Week

Full time employees shall work five (5) consecutive days. The work week shall be Monday through Friday. An alternative 40 hour work week schedule can be implemented if both SEIU, Local 1021 and District agree.

3. Assigned Time

The length of the work day, work week and work year shall be designated by the District according to need and in accordance with the provisions set forth in this agreement.

Each employee shall be assigned a fixed regular and ascertainable minimum number of hours per day. The arrival and departure time for each employee shall be determined by the District.

4. Job and Shift Assignments

a. Periods When School Is In Session

All affected employees will be informed of a change in shift at least ten (1) work days prior to implementation. The District will attempt to avoid involuntary job site or shift assignments of more than two weeks duration. Everything else being equal, as determined by the District, the employee with the greater length of service shall be given preference.

b. Periods When School is in Recess

The District will attempt to avoid involuntary job site assignments. Preference of employee will be considered. Custodians will normally work day shift during recess periods. The determining factors when assigning custodians to sites will be:

1. Scheduled building use for District and Community programs
2. Maintenance projects.
3. Vacation schedules.
4. Workload.
5. Employee performance, and
6. Employees with medical restrictions.
7. Team Cleaning

5. Assigned Time K-12 Food Services Workers

The length of the work year shall be:

- a. Paid holidays in accordance with Article K.
- b. Vacations days in accordance with Article L.
- c. Beginning 2009-10, Food Service employees are guaranteed 180 work days to correspond with days of instruction on the school calendar plus an additional day.

6. Adjustment of Assigned Time

Any employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed, effective with the next pay period, during the period of increased assignment in order to acquire fringe benefits on a proper, pro-rated basis. Such changes in assignment shall not be permanent unless specifically so determined by the District.

7. Overtime

Except as defined herein, overtime is defined to include any work authorized to be performed in excess of eight (8) hours in any one day or forty (40) hours in any work week. The rate of compensation for overtime shall be at least time and one-half of the employee's regular rate of pay.

8. Compensatory Time Off

With prior written approval from a District Administrator and Immediate Supervisor, a employee in the Bargaining Unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked. The use of compensatory time off shall be approved by the employees' supervisor. As of the 15th day of June of each year, all accrued compensatory time will be paid on the June 30 payroll warrant.

9. Notice of Reductions

The District shall provide the Organization timely notice of reductions in hours or reductions in force. Retirees' benefits will be excluded from impact bargaining.

10 HEALTH AND WELFARE BENEFITS

1. Benefits for each full-time employee shall be set forth in Exhibit D. A part-time employee's benefit shall be prorated on the same basis as his/her salary proration.

2. **Flexible Fringe Benefit Plan**
The District and Local 1021 agree to implement an IRS Section 125 Flexible Fringe Benefits plan available to all unit members. The parties agree that American Fidelity will implement the plan.

3. **Alternate Benefit Program**
Any employee who can show proof of alternative medical coverage and does not choose to receive medical coverage from the District shall be eligible to receive \$125.00 per month under the District's 125 plan. The employee may choose to take the \$125 in cash. The cash may be placed in a tax sheltered annuity if the employee so chooses, after appropriate payroll tax deductions. Part-time employees shall be prorated on the same basis as his/her salary proration.

4. **Domestic Partner Coverage**
Employees' domestic partners and their dependents shall be eligible for benefits on the same terms as employees' spouses and their dependents, subject to the following:

Definition

A domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete sign, and have notarized the Albany Unified School Domestic Partner Affidavit (Exhibit F)

Criteria:

- a. A domestic partnership exists when all of the following occur:
 1. Both persons have a common residence.
 2. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
 3. Neither person is married nor a member of another domestic partnership.
 4. The two persons are not related by blood in a way that would prevent them from being married to each other in this State.
 5. Both persons are at least 18 years of age and are mentally competent to consent to contract.
 6. It has been at least six (6) months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the Albany Unified School District.
 7. The two parties agree to notify the Albany Unified School District Personnel Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.
- b. A domestic partnership shall terminate when any of the following occurs:
 1. One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership.

2. One of the domestic partners dies
3. One of the domestic partners marries.
4. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of a common residence.

Termination

Upon termination of the partnership, the employee shall notify the district by filing a certification of termination of eligibility (Exhibit G). The form shall include a statement whereby the employee shall certify under penalty of perjury that he or she notified his or her domestic partner of the termination of the partnership. All benefits provided by section shall cease as of the last day of the month following the receipt of the certification termination of eligibility.

The certification must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file the certification, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that he domestic partnership has been terminated.

Application and Terms

In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, and file with the district an Albany Unified School District Domestic partner Affidavit (Exhibit F).

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

Employee paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner/dependent is a dependent as the term is defined by Section 152(a) of the Internal Revenue code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and FUTA taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have rights to continuing coverage under Federal law through COBRA or under any State law.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

6. The SEIU, Local 1021, the District and other employee groups who wish to participate shall continue to review current employee health and welfare benefits in a committee convened by the District. The Committee may make recommendations regarding health

and welfare plans and cost containment. The benefits study shall include long-term disability coverage.

11 RETIREE BENEFITS

A Unit member who is retired is defined as a person who is retiring under PERS (if assigned hours per day qualify).

Option 1. Upon attaining the age of fifty-five (55), a retiring employee who has served the previous (15) years in the District and is participating in the District's health, dental and vision program shall be eligible to participate in the District's health, dental and vision benefit of his/her choice. The district shall provide the same coverage for spouse of the retiree until coverage for the retiree ceases.

Provided, however, for the employee who was working less than full-term at his/her retirement from the District, the District will contribute a monthly amount that is prorated according to the average amount of time that the employee was working during the last three (3) years prior to retirement or according to the amount of time worked the last year, which ever is greater.

Eligibility for this benefit will cease on the employee's sixty-sixth (66) birthday.

Option 2. Upon attaining the age of sixty (60), a retiring employee who has served the previous ten (10) years in the District and is participating in the District's health program shall be eligible to participate in the District's health benefit program of his/her choice. The district shall provide the same coverage for the spouse of the retiree until coverage for the retiree ceases. The District will contribute 50% of the premium for the health, dental, and vision benefits for retiree and spouse. Provided, however, for the employee who was working less than full-term at his/her retirement from the District, the District will contribute 50% of the monthly amount that is prorated according to the average amount of time that the employee was working during the last three (3) years prior to retirement or according to the amount of time worked the last year, which ever is greater.

For employees hired on or after January 1, 2005, the district contribution for retiree health benefits shall be \$400.00. The \$400.00 cap is inclusive of any District paid CALPERS contribution. If any District bargaining unit negotiates further reductions in retiree medical benefits, SEIU, Local 1021 agrees to reopen negotiations regarding Retiree Benefits.

PERS Enhancement

The District and SEIU will continue to look at the PERS enhancement option with the costs of the actuarial study split by the District and SEIU.

12 HOLIDAYS

1. Full-time employees shall be provided the following paid holidays:

- Independence Day
- Labor Day
- Admission Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Two Board Holidays

2. A committee representing all of the classified employee units, except Children's Center employees shall meet with the Business Manager annually to develop a calendar for unit members. The actual dates of the holiday shall change to conform to the school calendar. Other dates of holiday celebration **may vary from** year to year in accordance with State law and Board policy
3. For unit members working at the Children's Center, holidays shall be scheduled in concert with the Children's Center calendar in order to minimize the number of days when school is in session and unit members are not scheduled to work. Employee requests for vacation on holidays when K-12 is not in session shall be granted. Unit members shall be represented on the Children's Center Calendar Committee.
4. Employees in paid status during any portion of the working day immediately before or after holiday shall be paid for the holiday.

13 VACATIONS

1 through 3 years	10 days
4 through 7 years	15 days
8 through 15 years	20 days
16 th year	21 days
17 th year	22 days
18 th year	23 years
19 th year	24 days
20 th year	25 days

1. Anniversary date of employment shall determine years of service for vacation allowance (first date hired). Ten month employees shall have their vacation prorated.
2. Vacation leaves may be taken if requested least ten (10) days in advance and if approved by the immediate Supervisor except during summer recess periods. Vacation leaves for June, July and August shall be requested by June 10. Vacation leaves will not be granted during the two weeks before school starts and the first week of school. The notice requirement and the vacation restriction (the two weeks before school and the first week of school) may, for special circumstances, be waived by the Business Manager.
3. All ten (10) month employees shall use vacation leave during student vacations to the fullest extent possible.
4. No employee shall carry over more than 30 days of vacation from one fiscal year to the next, except in special circumstances and with prior approval of the Superintendent or his/her designee. Vacation credit, which exceeds the 30-day maximum accrual amount, will be paid in cash. The District will pay the unit member the excess credit for vacation as of June 30th.
5. In case of a scheduling conflict, the most senior employee shall be granted the vacation.

14 LEAVES

1. Bereavement Leave.

Employees shall be granted three (3) days off with pay to attend funerals for members of their immediate family as defined in the Education Code. Five (5) days will be allowed if the funeral is over 350 miles away.
2. Sick Leave
 - a. Employees may accumulate twelve (12) days per year for sick leave.
 - b. Any unit member who uses no sick leave and no personal necessity leave during the school year will be credited with two (2) bonus sick leave days per year. Effective July 1, 1993.
 - c. All unit members shall notify their supervisors as early as possible of impending absence due to illness. At the time of the notification, the employee shall state the expected number of days that he/she will be absent. If an employee returns earlier than expected without notice to the District, any substitute costs incurred due to late notification shall be deducted from the employee's wages. If prior to this deduction 1) the employee has failed to provide timely notice of his/her return to work on at least two occasions and 2) the employee was orally reprimanded on one occasion for this failure and reprimanded in writing on a subsequent occasion. Night custodians shall provide this notice to the Chief Lead Custodian on his voice mail by 10:00 a.m. or as soon thereafter as the absence is known.
3. Personal Necessity Leave

Employees may use not more than eight (8) sick leave days per year for personal necessity for the following reasons:

 - a. Death or serious illness of a member of the immediate family. Immediate family means mother, father, grandmother, grandfather, or grandchild of the employee, the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, or uncle of the employee.
 - b. Accident involving his/her person or property, or the person or property of his/her immediate family.
 - c. Appearance in court as a litigant or witness under official court order. Unit member shall give reasonable advance notice when required to appear in court as a litigant or witness.
 - d. An employee may use two (2) days of allowable personal necessity leave for compelling personal reasons if the reason is discussed with the Superintendent or his/her designee in advance, except in emergency situations when prior approval is not possible. In such cases, approval must be gained the first day following return from absence. The Superintendent or his/her designee has sole authority to approve or disapprove the request. The Superintendent or his/her designee has sole authority to approve or disapprove the request. The Superintendent, at his/her discretion, may require proof of all personal necessity.
 - e. The eight (8) days may be extended on an individual basis, at the discretion of the Superintendent.
 - f.
4. Maternity Leave.

The District shall allow maternity leave with no loss of seniority.

5. Paternity/Adoption/Non-Birthing Parent Leave

An employee shall be allowed to use up to eight (8) days of his/her sick leave for the purpose of the birth or adoption of a child.

6. Child Rearing Leave

Natural or adopting parents may request an unpaid leave of absence for the purpose of rearing his/her infant for a period not to exceed one (1) year from birth or adoption.

7. Jury Duty.

All full-time and part-time employees called to serve on an inquest or trial jury and required to appear for jury service on a day or days they are scheduled to work will be paid their regular hourly rate for those hours during which their presence is required by the court up to the number of hours they are scheduled to work that day or eight (8) hours, whichever is less. To receive compensation for jury service, eligible employees must:

- a. Provide their supervisor with reasonable notice of the date and time they are required to appear; and,
- b. Upon completion of jury service or at the end of each payroll period, whichever occurs first, submit to their supervisor proof of jury service including the number of ours each day that service is required. All full-time and part-time employees whose presence for jury service on any day is required for fewer ours than they are scheduled to work that day must either:
 1. Report to work immediately upon completion of that day's jury service if their scheduled shift has started and work for the balance of their regularly scheduled ours; or,
 2. Report to work at the start of their scheduled shift and work for the balance of their regularly scheduled hours.

If an employee is released from jury service with less than one hour remaining o his or her regularly scheduled shift, he/she shall contact his or her supervisor to determine whether he/she shall be required to report to work and complete the balance of the sift.

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

8. Extended Sick Leave

Employees shall be entitled to extended leave of absence due to illness or accident in accordance with the following provisions:

- a. The Superintendent may require the employees to submit a signed statement from a physician, indicating the nature of the illness or accident and estimated duration of time the employee will be unavailable for duty;
- b. Employees shall, once a fiscal year, be credited with not more than one hundred days (100) days of paid extended sick leave, inclusive of all sick leave, accumulated compensating time, vacation, or other available paid leave;
- c. After exhaustion of the current year's accumulated sick leave, the employee shall be compensated at fifty percent (50%) of his/her regular salary, during the remainder of the 100 day period;
- d. Extended sick leave granted under this Section shall commence on the first day of absence, and shall not accrue from year-to-year;
- e. The District may require that the employee is examined by a physician designated by the district to assist in determining the length of time during which the employee will be unable to perform assigned duties.

9. Catastrophic Leave Bank

- a. Every unit member who wishes to be eligible for the "bank" must contribute a minimum of one sick leave day to the "bank". If the unit member does not contribute when eligible (within 90 days of employment) the unit member forfeits the ability to use this bank. This eligibility rule is in effect each time the bank requests new contributions. Any time the bank falls below forty-five (45) days a new solicitation shall be done.
- b. A maximum of forty-five (45) days may be given a member for catastrophic leave. All catastrophic leaves must be presented by a letter defining the catastrophic nature of the request. The Superintendent/designee and the Local 1021 president shall act upon the request. The granting of catastrophic leave shall be contingent upon mutual agreement of the District and Local 1021 and his decision shall not be grievable.
- c. A condition of the granting of the first forty-five (45) days of catastrophic leave shall be the exhaustion of fully paid sick leave. However, the first forty-five (45) catastrophic leave days shall be considered pre-differential days.
- d. Any unit member is eligible to reapply for one additional unit of forty-five (45) days if needed after the differential days have been exhausted.

10. Industrial Accident or Illness Leave (E.C. 45192).

- a. Employees will be entitled to industrial accident or illness leave according to the provisions of Educational Code Section 45102 for personal injury or illness which has qualified for Worker's Compensation under the provisions of the Industrial Accident Commission.
- b. Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same industrial accident or illness.
- c. The District has the right to have the employee examined by a physician designated by the district to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury or illness involved.

- d. For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the insurance carrier which would make the total compensation from both sources exceed 100% of the amount the unit member would have received as salary had there been no industrial accident or illness.
- e. If the employee fails to endorse any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

11. Unpaid Leaves

At the discretion of the Board, a permanent employee may be granted a leave of absence for a period up to one (1) year. There shall be no compensation for such leave and no salary increment shall accrue during the leave.

12. Family Medical Leave

An eligible employee shall be entitled to up to 12 work-weeks of unpaid leave within a twelve (12) month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("family medical leave"). The following provisions shall be interpreted in accord with those statutes and their regulations.

- a. An employee is eligible if he/she has been employed by the District for at least 12 months.
- b. Family medical leave shall be available for the following purposes:
 - 1. Birth of the employee's child;
 - 2. placement of a child with the employee for adoption or foster care;
 - 3. Care for the employee's child, spouse or parent with a serious health condition;
 - 4. The employee's own serious health condition that keeps the employee from performing his/her job function.
- c. Family medical leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave.
- d. An employee may be required to provide medical certification whenever a serious health condition of the employee or his/her family member is the reason for the leave. Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided. For the employee's own serious health condition, the medical verification rules of sick leave, extended illness leave or other applicable leave will be utilized.
- e. When advance notice is possible, an employee must provide thirty (30) days advance written notice of the need for the leave. If the need for leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of the leave.
- f. Any employee taking family medical leave will continue to participate in the District provided health plan under the same terms and conditions which applied

prior to the first day of the employee's leave. An employee is required to make premium payments to the same extent made by the employee prior to the leave to maintain his or her health benefits during the leave period. If the employee fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the employee will be liable to the District for premium paid for maintaining the employee's health coverage. An employee may at his or her expense participate in all other employee benefits plans offered by the employer during the leave.

15 GRIEVANCE PROCEDURE FOR CLASSIFIED EMPLOYEES

Definition:

A “grievance” is a formal written allegation by a member of the bargaining unit who has been adversely affected by an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement or a disciplinary action taken against an employee. (Binding Arbitration not applicable to discipline or discharge actions).

A “grievant” is any unit member adversely affected or Local 1021 on behalf of an employee or employees provided that Local 1021 has authorization from said employee/employees.

A “day” is a day in which the School District office is open for business.

It is the expressed intent of the parties that grievances be resolved expeditiously at the lowest level. Towards that objective, the following steps are prescribed:

Step 1 (a) – Informal Discussion: Any unit member who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within seven (7) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator/supervisor shall hold discussions and attempt to result the matter within seven (7) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

Step 1 (b) – Formal Submission:

Should the grievance remain unresolved, the grievant may submit the grievance, in writing, to the immediate supervisor within seven (7) days after the oral decision by the immediate supervisor. The written information shall include (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated, misinterpreted, or misapplied; and (c) A listing of specific actions requested of the District which will remedy the grievance.

The immediate supervisor shall communicate the decision to the grievant in writing within seven (7) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Step 2 – Appeal to Business Manager:

Should the grievance remain unresolved; the grievant may, within seven (7) days of receipt of the supervisor’s decision, submit the grievance in writing to the Business Manager. The Business Manager or designated representative shall respond to the grievance in writing, within seven (7) days after receipt of the grievance. If the Business Manager does not respond within the time limits; the grievant may appeal to the next level.

Step 3 – Appeal to District Superintendent:

Should the grievance remain unresolved. The grievant may, within seven (7) days after receipt of the Business Manager’s response, submit the grievance, in writing, to the District’s

Superintendent. The Superintendent, or a designated representative, shall meet with the grievant within seven (7) days of submission and attempt to resolve the dispute. The Superintendent shall communicate the decision to the grievant within seven (7) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.

Step 4 – Binding Arbitration: (Not applicable for disciplinary or dismissal issues).

If the grievance is not resolved with the decision rendered at Step 3, the grievant may request that the Organization press the grievance to arbitration. If the Organization decides to press the grievance, written notice shall be given to the District within ten (10) days of the termination of Step 3.

As soon as the District receives written notice of the Organization's intent to arbitrate, the parties shall attempt to select a mutually acceptable arbitrator or if such agreement is not reached, by alternately striking names from list of five (5) arbitrators submitted by the State Conciliation Services. The arbitrator's decision will be in writing and will set forth the findings of fact, the reasoning and conclusion on the issue submitted.

The decision of the arbitrators shall be final and binding on the parties.

All costs of the service of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expense and the cost of any hearing room, and release time for the grievant, if applicable, will be borne equally by both parties. All other costs will be borne by the party incurring them.

Miscellaneous

1. A District and the Organization agree that the jurisdiction and the authority of the arbitrator selected will be confined to the interpretation of the provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.
2. Grievance procedures are not applicable to the contents of an employee evaluation. Binding Arbitration is not applicable to a grievance concerning discharge or disciplinary action against an employee.
3. The processing of a grievance shall constitute an express election on the part of the grievant that the grievance procedure is the chosen forum for resolving the issues contained in the grievance. The grievant will not resort to any other forum or procedure for resolution of the issues, except a State or Federal Administrative Agency, prior to the complete utilization of this procedure.
4. When a grievance is occasioned by the action (or lack of action) by an administrator other than first level manager, the grievance shall be filed at the step in which the grievance was caused. The time-line shall be adjusted accordingly.
5. The time-line set forth in this Agreement may be extended upon mutual agreement.

16 EVALUATIONS

- 1.** Employees shall be evaluated in accordance with District policies and procedures at least annually. Probationary employees shall be evaluated in their second and fifth month of probation.
- 2.** An employee signs all evaluation. The employee shall have the right to submit a rebuttal of the evaluation which shall also be placed in his/her personnel file.
- 3.** All new employees shall have a one year probationary period.

17 DISCIPLINARY ACTION

1. Disciplinary Procedure

Discipline shall be imposed on permanent employees of the bargaining unit only for just cause.

- a. The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen for than two (2) years preceding the date that the District files the notice of disciplinary action.
- b. The penalty proposed shall not be implemented until the employee has exhausted his/her rights under this Article.
- c. An employee may be relieved of duties without loss of pay of the option of the District.
- d. An employee may be suspended immediately if charged with the commission of a sex or narcotic offense as defined in the Education Code. An employee so suspended shall be paid his/her salary during the suspension only if a suitable bond is provided.

2. Procedures of the District

- a. The Superintendent or his/her designee shall meet with an employee against whom disciplinary action is to be taken, prior to written notification of official charges. The employee shall be informed orally of the reasons for the proposed action and be given an opportunity to respond.
- b. In any action to dismiss, suspend or demote a permanent classified employee, the superintendent or his/her designee shall prepare a Notice of Proposed Disciplinary action which shall include the following.
 1. A statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based.
 2. The disciplinary action proposed.
 3. The statement of the cause(s) or reason(s) for the proposed disciplinary action.
 4. If it is claimed that an employee has violated a regulation of the Governing Board, a copy of such regulation.
 5. A statement of the employee's right to a hearing on the charges.
 6. A form which constitutes a denial of all charges and a demand for a hearing.
 7. Notification of the employee's right to request that the Association be sent a notice indicating the name of the employee and the nature of the disciplinary action.
- c. The notice of Proposed Disciplinary Action shall be served upon the person to be dismissed, suspended, or demoted either personally or by certified mail to the

employee's last known address. The Notice shall be effective either upon personal service or deposit in the U.S. Postal Service.

- d. The employee may request a hearing on the charges contained in the Notice of Proposed Disciplinary Action by mailing or delivering the form supplied for that purpose on or before the seventh (7th) day after receipt thereof.
- e. In the absence of a request for a hearing, the Governing Board shall act upon the Notice of Proposed Disciplinary action after the time for the request for a hearing has expired.

3. Classified Employee Disciplinary Hearing Procedure

The procedure set forth below will govern the conduct of the hearing which will be granted at the request of a permanent classified employee who has received a Notice of proposed Disciplinary Action. Where this procedure is silent, or good cause is shown, the person(s) conducting the hearing may apply other rules of adjudication. The hearing shall be before the governing board or, at the Board's discretion, before a Hearing Officer.

- a. Upon receipt of request for hearing, the District shall hold a hearing within thirty (30) days, which time may be extended by mutual agreement.
- b. The hearing shall be a closed hearing unless the employee makes a written request for a public hearing at least three (3) days prior to the hearing date.
- c. The employee and the District may require the presence of such persons and the production of such documents not otherwise privileged, at the hearing, as are subject to the District's control, subject to the Superintendent's orders in case of dispute. The employees called as witnesses during their regular work period will be provided release time without loss of pay.
- d. The employee and the District may be represented, may call witnesses, may introduce evidence, may testify, and may question adverse witnesses.
- e. Technical rules of evidence shall not apply. Relevant non cumulative evidence may be admitted if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.
- f. The burden of proof will be on the charging party.
- g. The hearing will be recorded by the District.
- h. The District shall bear the costs of the hearing Officer and/or the Reporter.
- i. If the Matter is heard by a Hearing Officer, the Hearing Officer shall issue a written decision with copies to the employee, the Union, and the District. The hearing officers' decision is final and binding.

18 COMPLETION OF MEET AND NEGOTIATIONS

During the term of this Agreement, the Organization and the District expressly waive and relinquish the right to meet and negotiate and agree that neither the District nor the Organization shall be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Organization at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

19 SPECIFIED/NEGOTIATION PROCEDURES

- 1.** In the calendar year in which the agreement expires, the Organization and the District shall, not later than May 15, exchange initial proposals for a successor agreement.
- 2.** A completion date for coming to agreement will be mutually established. Both parties will commit all efforts to coming to agreement by this date.
- 3.** Either party may utilize the service of outside consultants to assist with negotiations. The parties may mutually agree to include other resource persons to provide information and to clarify issues.
- 4.** An issue found by mutual agreement to be complex or difficult may be referred to a jointly appointed ad hoc committee to develop options for solutions within a specified time-line. The composition of this committee to develop options for solutions within a specified time-line. The completion of this committee will be determined by mutual agreement of both parties. Information from the committee will be presented at the negotiations table.

20 DURATION

During the term of the 2013-2016 agreement, the parties agree to reopen negotiations for each of the 2014-2015 and 2015-2016 school year to discuss matters solely related to wages, benefits, and two (2) additional articles within the Agreement per party.

Agreement

Between the

Board of Education
Albany Unified School District

and the

Service Employees International Union, Local 1021, CTW

July 1, 2013 – June 30, 2016

EXHIBITS

Exhibit A - Operational Unit

Exhibit B - Local 1021 – Salary Schedule

Exhibit C - Proposed Plan for Professional Growth

Exhibit D - Health and Welfare Benefits Schedule, 2013-2014

Exhibit E - Personal Property Report Form

Exhibit F - Domestic Partner Affidavit

Exhibit G - Certification of Termination of Domestic Partnership

Exhibit H - MOU Listing

EXHIBIT A - OPERATIONAL UNIT

Maintenance Craftsman/Painter
Gardener II
Chief Lead Custodian
Lead Custodian
Gardener I
Assist Pool Maintenance Mechanic
Custodian
Supervisor/Cook – Children’s Center
Laundry Operator
Cafeteria Cook-Manager
Snack Bar Manager
Cafeteria Assistant II
Cafeteria Assistant I

47

EXHIBIT B - LOCAL 21 SALARY SCHEDULE 2013-2016

Range	Position	A	B	C	D	E	F
12	Cafeteria Asst. I	\$11.03	\$11.52	\$11.88	\$12.68	\$13.30	\$13.96
13	Asst. Cook	\$11.21	\$11.71	\$12.34	\$12.93	\$13.60	\$14.28
14	Cafeteria Asst. II	\$11.52	\$12.00	\$12.68	\$13.30	\$13.98	\$14.68
16	Snack Bar Manager	\$12.07	\$12.68	\$13.32	\$13.98	\$14.68	\$15.42
18	Unassigned	\$12.96	\$13.53	\$14.26	\$14.95	\$15.66	\$16.44
28	Café Manager, Custodian	\$14.88	\$15.64	\$16.47	\$17.25	\$18.12	\$19.03
30	Mechanic/Custodian	\$15.64	\$16.47	\$17.25	\$18.12	\$19.03	\$19.98
32	Custodian/Gardener	\$16.47	\$17.25	\$18.12	\$19.03	\$19.96	\$20.96
33	Transportation Driver	\$17.08	\$17.93	\$18.83	\$19.77	\$20.76	\$21.80
36	Chief Lead Custodian	\$17.99	\$18.89	\$19.83	\$20.82	\$21.86	\$22.96
39	Painter/Maint/Gardener	\$19.51	\$20.43	\$21.46	\$22.51	\$23.65	\$24.83
43	Chief Lead Maintenance	\$21.31	\$22.37	\$23.49	\$24.67	\$25.90	\$27.19

Longevity

Employees who have completed 8 years of continuous service shall be granted a 4% longevity increment

Employees who have completed 12 years of continuous service shall be granted a 3% longevity increment totaling 7%

Employees who have completed 16 years of continuous service shall be granted a 3% longevity increment totaling 10%

Employees who have completed 20 years of continuous service shall be granted a 3% longevity increment totaling 13%

Employees who have completed 24 years of continuous service shall be granted a 3% longevity increment totaling 16%

Employees who have completed 28 years of continuous service shall be granted a 3% longevity increment totaling 19%

EXHIBIT C - PROPOSED PLAN FOR PROFESSIONAL GROWTH

Service Employees International Union Local 1021
Operational Unit

Name _____ Site _____ Date _____

Course Title _____

School Attending _____

Instructor _____ Date of Attendance _____

Number of units (Specify if semester or quarter units) _____

Clock hours of attendance (If unit credit not given) _____

Employees must obtain approval for course prior to enrolling in any course, in-service training, conference, which will result in professional growth credits.

BRIEF COURSE DESCRIPTION:

BRIEF DESCRIPTION OF HOW THIS COURSE WILL BE OF VALUE TO YOU IN YOUR JOB PERFORMANCE WITH THE SCHOOL DISTRICT:

Will units acquired from the above plan result in a salary award (increase)? _____

Approved: _____

Site Administrator

Business Manager

Date of Approval

EXHIBIT D - HEALTH AND WELFARE BENEFITS 2013-2014

Albany Unified School District (10-, 11- and 12-MONTH EMPLOYEES)			
2014 HEALTH AND WELFARE BENEFITS RATE COMPARISON INFORMATION			
RATE COMPARISON INFORMATION Effective 1/1/2014			
Based on 100% employment. Employees working less than 100% are responsible for their prorated portion of health and welfare benefits if they elect coverage.			
	10 Month Monthly Premium	11 Month Monthly Premium	12 Month Monthly Premium
KAISER PERMANENTE			
Employee Only	\$ 891.26	\$ 810.24	\$ 742.72
Employee Plus One (coverage for two)	\$ 1,782.53	\$ 1,620.48	\$ 1,485.44
Employee Plus Two or More (coverage for 3+)	\$ 2,317.28	\$ 2,106.62	\$ 1,931.07
BLUE SHIELD ACCESS+ HMO			
Employee Only	\$ 1,003.91	\$ 912.64	\$ 836.59
Employee Plus One (coverage for two)	\$ 2,007.82	\$ 1,825.29	\$ 1,673.18
Employee Plus Two or More (coverage for 3+)	\$ 2,610.16	\$ 2,372.87	\$ 2,175.13
PERS SELECT			
Employee Only	\$ 793.82	\$ 721.66	\$ 661.52
Employee Plus One (coverage for two)	\$ 1,587.65	\$ 1,443.32	\$ 1,323.04
Employee Plus Two or More (coverage for 3+)	\$ 2,063.94	\$ 1,876.31	\$ 1,719.95
PERS CHOICE			
Employee Only	\$ 828.92	\$ 753.57	\$ 690.77
Employee Plus One (coverage for two)	\$ 1,657.85	\$ 1,507.13	\$ 1,381.54
Employee Plus Two or More (coverage for 3+)	\$ 2,155.20	\$ 1,959.27	\$ 1,796.00
PERS CARE			
Employee Only	\$ 864.05	\$ 785.50	\$ 720.04
Employee Plus One (coverage for two)	\$ 1,728.10	\$ 1,571.00	\$ 1,440.08
Employee Plus Two or More (coverage for 3+)	\$ 2,246.52	\$ 2,042.29	\$ 1,872.10
VISION (VISION SERVICE PLAN)			
Employee Plus One or More	\$ 32.34	\$ 29.40	\$ 26.95
DENTAL (DELTA DENTAL)			
Employee Only	\$ 65.39	\$ 59.44	\$ 54.49
Employee Plus One (coverage for two)	\$ 117.16	\$ 106.51	\$ 97.63
Employee Plus Two or More (coverage for 3+)	\$ 165.46	\$ 150.41	\$ 137.88
PRUDENTIAL FINANCIAL-LIFE INSURANCE			
Employee (ATA, Administrators and Confidential Emp.)	\$ 9.00	\$ 8.18	\$ 7.50

EXHIBIT E - PERSONAL PROPERTY REPORT FORM

ALBANY UNIFIED SCHOOL DISTRICT
PERSONAL PROPERTY REPORT FORM

**District's Authorization for Use of Personal Property
(Must be Submitted Prior to Use)**

NAME: _____ **DATE:** _____

ITEM	PURPOSE	DURATION OF USE	ESTIMATED VALUE	MEASURES TAKEN TO PROTECT ITEM

PRINCIPAL'S/SUPERVISOR'S SIGNATURE

DATE

EXHIBIT F - DOMESTIC PARTNER AFFIDAVIT

Domestic Partner Affidavit
Effective August 12, 2003

Instructions: In order for a domestic partner to receive any benefit provided for in the contract between the Service Employees' International Union (SEIU) Local 1021 and the Albany Unified School District, the employees and his or her domestic partner shall complete this form and submit proof that the partnership has met the California requirements for domestic partnerships by registration with Secretary of the State.

Part I. (To be completed by the employee and domestic partner):

This is to certify that I, _____ and my domestic partner _____ are registered with the Secretary of State of California as domestic partners. Furthermore, we have read the requirements of the Service Employees' International Union (SEIU) Local 1021 and the Albany Unified School District and we agree to abide by those requirements.

Print Name of Employee

Print Name of Employee

California as domestic partners. Furthermore, we have read the requirements of the Service Employees' International Union (SEIU) Local 1021 and the Albany Unified School District and we agree to abide by those requirements.

Part II. (To be completed by the Employee).

This is to certify that I agree that I am required to reimburse the District for any expenditures made by the District, for any administrative charges, and other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate or fraudulent.

Signature of Employee/Date

For District Use Only:

Proof of Secretary of State obtained _____ copy made for file _____

EXHIBIT G- CERTIFICATION OF TERMINATION OF DOMESTIC PARTNERSHIP

I, _____, affirm under penalty of perjury
(Print Employee Name/Social Security Number)

that my Domestic Partnership with _____ has been
(Print Partner's Name)

terminated and a statement of termination has been mailed to the aforementioned partner.

I understand that I may not file another Affidavit of Domestic Partnership until the Certification of Termination of this Domestic Partnership has been on file with the Albany Unified School Personnel Office for six (6) months.

(Signature)

(Date)

Note: If your domestic partner (or dependents of the domestic partner) were enrolled for health and/or dental coverage, you must complete health/dental change of status forms to delete the ineligible dependent. Contact the Personnel Office for the necessary forms.

For District Use Only:

Date Received: _____

Personnel Administrator Signature: _____

EXHIBIT H- MOU LISTING

Date	Topic
10/10/12	Clothing Allowance

Memorandum of Understanding
Between
Albany Unified School District ("District")
And
Service Employees International Union ("SEIU")

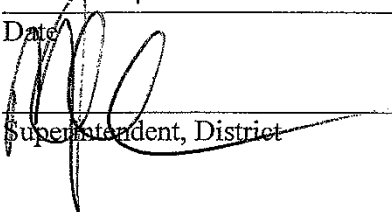
Clothing Allowance-G.8

The two parties, Albany Unified School District and the Service Employees International Union have jointly come to an agreement on the standard description of appropriate work boots/shoes description listed in .

Work shoes: Sturdy, non-slip, closed toe, with a flexible upper of leather or plastic

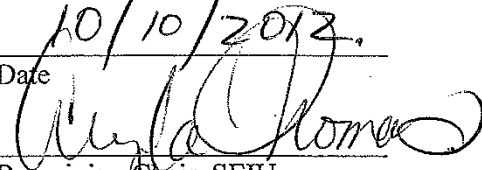
The two parties agree to add the store, The Next Step as an additional shoe source.

10/18/12

Date


Superintendent, District

10/10/2012.

Date


Bargaining Chair, SEIU

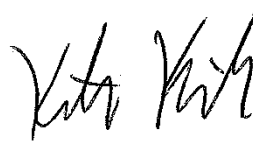

10/10/12

EXHIBIT I- TENTATIVE AGREEMENT

Tentative Agreement

The following constitutes as the Tentative Agreement for 2014-2015 between the Albany Unified School District ("District") and the Service Employees International Union ("SEIU")

ARTICLE 8 – WAGES AND SALARY SCHEDULE PROVISIONS

Except for the following changes to Article 8, this article remains the same.

1. Salary Schedules

A three percent (3%) salary increase shall be applied to all steps and columns of the 2013-14 salary schedule, effective July 1, 2014. In addition, there is an understanding by both parties, the cost of health and welfare benefits, for 2014 – 2015, is equivalent to approximately an additional twenty hundredths percent (.20%) increase in compensation. The retro payment will be paid by June 30, 2015.

Article 20 - Duration

Both parties agree that two (2) additional articles that are not related to wages and benefits will be discussed at a later date.

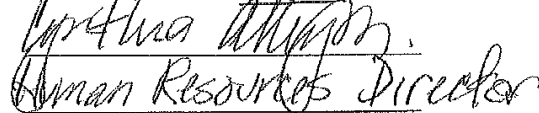
Date: 5/14/15

Date: 5/14/15

For SEIU



For Albany Unified School District


Human Resources Director

00257-00022/762362.1

EXHIBIT J- LOCAL 21 SALARY SCHEDULE 2014-2016

Range	Position	A	B	C	D	E	F
12	Cafeteria Asst. I	\$11.36	\$11.87	\$12.24	\$13.06	\$13.70	\$14.38
13	Asst. Cook	\$11.54	\$12.06	\$12.71	\$13.32	\$14.01	\$14.71
14	Cafeteria Asst. II	\$11.87	\$12.36	\$13.06	\$13.70	\$14.40	\$15.12
16	Snack Bar Manager	\$12.43	\$13.06	\$13.71	\$14.40	\$15.12	\$15.88
18	Unassigned	\$13.35	\$13.93	\$14.69	\$15.40	\$16.13	\$16.93
28	Café Manager, Custodian	\$15.32	\$16.11	\$16.96	\$17.77	\$18.67	\$19.60
30	Mechanic/Custodian	\$16.11	\$16.96	\$17.77	\$18.67	\$19.60	\$20.58
32	Custodian/Gardener	\$16.96	\$17.77	\$18.67	\$19.60	\$20.56	\$21.59
33	Transportation Driver	\$17.59	\$18.47	\$19.40	\$20.37	\$21.38	\$22.45
36	Chief Lead Custodian	\$18.53	\$19.45	\$20.43	\$21.45	\$22.52	\$23.65
39	Painter/Maint/Gardener	\$20.09	\$21.04	\$22.11	\$23.18	\$24.36	\$25.58
43	Chief Lead Maintenance	\$21.95	\$23.04	\$24.20	\$25.41	\$26.68	\$28.01

Longevity

Employees who have completed 8 years of continuous service shall be granted a 4% longevity increment

Employees who have completed 12 years of continuous service shall be granted a 3% longevity increment totaling 7%

Employees who have completed 16 years of continuous service shall be granted a 3% longevity increment totaling 10%

Employees who have completed 20 years of continuous service shall be granted a 3% longevity increment totaling 13%

Employees who have completed 24 years of continuous service shall be granted a 3% longevity increment totaling 16%

Employees who have completed 28 years of continuous service shall be granted a 3% longevity increment totaling 19%

Board approved 05/26/15, effective 07/01/14.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

12th DAY OF November 2013.

Anthony Douglas, President
SEIU Local 1021

President, Board of Education,
Albany Unified School District

Nely Obligacion
Chief Negotiator,
SEIU Local 1021

Cynthia Attiyeh, Human Resources Director

Pete Castelli
Executive Director