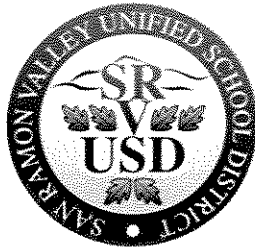


A G R E E M E N T

between the

**SAN RAMON VALLEY
UNIFIED SCHOOL DISTRICT**



and the

**SERVICE EMPLOYEES
INTERNATIONAL UNION
(SEIU)**



2015 - 2018

Revised July 2015

TABLE OF CONTENTS

Article I	Agreement	1
Article II	Recognition	1
Article III	Union Security	1
Article IV	Hours	3
	A. Standard Work Week	3
	B. Lunch Period	3
	C. Rest Periods	3
	D. Minimum Call-In or Call-Back Time	3
	E. Release Time for In-Service Training	3
	F. Flexible Work Hours	3
Article V	Overtime	4
	A. Overtime Compensation	4
	B. Extended Work Week	4
	C. Holidays	4
	D. Prior Approval	4
	E. Compensatory Time	4
	F. Non-District Facility Users – Custodians	4
Article VI	Leaves	5
	A. Prior Approval	5
	B. Leave of Absence for Illness or Injury	5
	1. Fulltime Employees	5
	2. School Term Employees	5
	3. Part Time Employees	5
	4. Fiscal Year Advance	5
	5. New Employees	5
	6. Pregnancy	5
	7. Sick Leave Accumulation	5
	8. Sick Leave Statements	5
	9. Employees Receiving SDI Benefits	5
	10. Leave of Absence for Illness or Injury	6
	C. Bereavement Leave	6
	D. Personal Necessity Leave	6
	E. Additional Leave for Non-Industrial Accident or Illness	6
	F. Entitlement to Other Sick Leave	6
	G. Personal Business Leave	7
	H. Leave of Absence Without Pay	7
	I. Jury Duty/Witness Duty	7
	J. Union Business Leave	7
	1. Grievance Time	7
	2. Negotiations	7
	3. Union Business Leave	7
	4. District Committees	8
	K. Military Leave	8
	L. Military Spouse Leave	8

	M. Notification of Absence	8
	N. Return from Leave	8
	O. Industrial Accident or Illness Leave	8
	P. Absence Without Leave	9
	Q. Family Care Leave	9
	R. California Paid Family Leave	9
	S. Family and School Partnership Leave	9
	T. Catastrophic Leave	9
Article VII	Transfers, Promotions and Reclassification	11
	A. Vacancies	11
	B. Posting of Vacancies for Transfers and Promotions	11
	C. Transfers and Promotions	11
	D. Employee Initiated Transfer	11
	E. District Initiated Transfer	12
	F. Additional Hours for Part Time Custodial Positions	12
	G. Promotion	12
	1. Factors in Decision	12
	2. Denial of Promotion	12
	3. Pay Upon Promotion	12
	4. Experience Credit	13
	H. Reclassification	13
	1. Purpose of Reclassification Procedures	13
	2. Request for Reclassification	13
	3. Reclassification Process	14
	4. Reclassification Criteria	14
	5. Authority of the Review Panel	15
	6. Representatives	15
	7. Final Decision	15
	8. General Provisions	15
Article VIII	Layoff	16
	A. Procedure	16
	B. Negotiations	16
	C. Grievance	16
	D. Seniority	16
	E. Voluntary Demotion/Reassignment in Lieu of Layoff	16
	F. Health Benefits After Layoff	16
	G. Reemployment From Layoff	16
	1. Placement on Reemployment List	16
	2. Offers of Reemployment	16
	3. Response to Offer	16
	4. Decline of Offers	17
	5. Substitute Work While on Reemployment List	17
	6. Restoration of Benefits	17
	H. Retirement in Lieu of Layoff	17
Article IX	Holidays	18
	A. Days	18
	B. Saturday/Sunday Holidays	18
	C. Holiday Work	18
	D. Additional Days	18

	E. Personal Holiday	18
	F. Scheduling Holidays	18
Article X	Vacations	18
	A. Accrual of Vacation Time	18
	1. Full Time	18
	2. Vacation Increases	18
	3. Part Time	19
	4. Vacation Pay Upon Termination	19
	5. Annual Carryover	19
	6. Vacation Statements	19
	B. Use of Vacation	19
	1. Use Only After Accrual	19
	2. Scheduling Vacation	19
	3. School Site Employees	19
	C. Sick Leave During Vacation	19
Article XI	Evaluation Procedures	20
	A. Evaluation Procedures	20
	B. Frequency of Formal Evaluation	20
	C. Probationary Period	20
	D. Untitled Evaluation Procedures	20
Article XII	Health and Welfare Benefits	21
	A. Eligibility	21
	1. Eligibility	21
	2. Part Time Employees	21
	B. Domestic Partnership Coverage	21
	1. Definition	21
	2. Criteria	22
	3. Application and Terms	22
	4. Termination	22
	C. Benefits Study Committee	23
	D. Payment of Premiums	23
	1. Health and Welfare Benefits	23
	2. Reopener	23
	3. Paid Illness Leave	23
	4. Unpaid Leave	23
	E. Cash Back Options	23
	F. Life Insurance	24
	G. State Disability Insurance	24
	H. Post Retirement Benefits	24
	1. Retirement 7/2/86 through 6/30/88	24
	2. Retirement after 6/30/88	24
	3. Retirement after 6/30/06	24
	4. Retiree Life Insurance	24
	I. Job-Related Medical Examinations	25
	J. Employee Assistance Program	25
	K. Licenses	25
Article XIII	Salary and Allowances	25
	A. Salary	25

	B. Split Shift Differential	25
	C. Working Out of Classification	25
	D. Longevity	25
	1. Increments	25
	2. Pay Upon Promotion	26
	3. Status Upon Rehire from a Reemployment List	26
	E. Professional Growth	26
	F. Mileage Allowance	26
	G. Shift Differential	26
	H. Anniversary	27
Article XIV	Grievances	27
	A. Purpose	27
	B. Definitions	27
	C. Time Limits	28
	D. Informal Conference	28
	E. Level I	28
	F. Level II	28
	G. Level III	28
Article XV	Disciplinary Action	29
	A. Disciplinary Action	29
	B. Definitions	29
	C. Limitations	30
	D. Probationary Employees	30
	E. Disciplinary Action Causes	30
	F. Procedures for Discipline – Written Reprimand	31
	G. Procedures for Suspension, Demotion or Dismissal	31
	1. Serving Charges	31
	2. Pre-Hearing Conference Rights	32
	a. Conference Request	32
	b. Conference Decision	32
	3. Formal Hearing	32
	a. Hearing	32
	b. Final Decision	32
Article XVI	Bus Drivers	33
	A. Hours of Work	33
	B. Requests for Paid Additional Time	33
	C. Bus Driver Work Shift Bidding	33
	1. Seniority	33
	2. Bidding Seniority	33
	3. New and Vacant Routes	33
	4. Vacancies Due to Medical, Maternity or Other	33
	5. (MOU) Mid Year Vacancies	34
	6. Summer Routes and Summer Field Trips	34
	D. Time Added to Routes/Bus Drivers' Planned Overtime/Extra Hours	34
	1. Time Added to Routes	34
	2. Lock-In	34
	E. Job-Related Medical Examinations	35
	F. Bus Drivers' Salary and Allowances	35

	G. Part-Time Employee Benefits	35
Article XVII	Transportation Drivers	36
	A. Hours of Work	36
	B. Requests for Paid Additional Time	36
	C. Transportation Vehicle Driver Work Shift Bidding	36
	1. Seniority	36
	2. Bidding Seniority	36
	3. New and Vacant Routes	36
	4. Vacancies Due to Medical, Maternity or Other	36
	5. (MOU) Mid Year Vacancies	37
	6. Summer Routes and Summer Field Trips	37
	D. Time Added to Routes/Transportation Vehicle Drivers' Planned Overtime/Extra Hours	37
	1. Time Added to Routes	37
	2. Lock-In	37
	E. Transportation Vehicle Drivers' Salary and Allowances	38
	F. Part-Time Employee Benefits	38
Article XVIII	Miscellaneous	38
	A. Subcontracting	38
	B. Custodian Alternate Schedule	38
Article XIX	Safety Committee	38
Article XX	Completion of Agreement: Savings Clause	39
Article XXI	District Rights	39
Article XXII	Effect of Agreement	40
Article XXIII	Duration	40

APPENDICES

Appendix A	Salary Schedule	41
Appendix B	Discipline Guidelines	44
Appendix C	Limited Duty Guidelines	47
Appendix D	Emergency Call-out List	49
Appendix E	Driver's License Requirements	51
Appendix F	Reclassification Forms	53
Appendix G	Part-Time Bus Drivers	56
Appendix H	SRVUSD Retired Employees Benefit Trust	58

ARTICLE I

AGREEMENT

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

ARTICLE II

RECOGNITION

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

WAREHOUSE, MAINTENANCE, GROUNDS, CUSTODIAL, TRANSPORTATION

- A. Including: Bus Driver Instructor/Safety Officer, Bus Driver/Trainer, Bus Driver/Utility Worker, Custodian, Energy Management Systems Technician, Environmental Health and Safety Technician, Grounds Worker, Grounds/Utility Worker, Head Custodian High School, Head Custodian Middle School, Head Mechanic, HVAC-R Specialist, Heavy Equipment Operator, Irrigation Specialist, Lead Custodian Elementary School, Lead Groundskeeper, Lead Maintenance/Craftsperson, Lead Warehouse Worker, Maintenance Craftsperson, Maintenance Craftsperson-Painter, Maintenance Craftsperson-Plumber, Maintenance Helper, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Mechanic, Preventative Maintenance Technician, Refuse Collector/Truck Driver, School Bus Driver, Transportation Dispatcher, Transportation Vehicle Driver, Warehouse Worker/Delivery Driver.
- B. Excluding: All Management employees as designated by the District, all Confidential and Supervisory employees, Restricted, Short-term and Substitute employees, Noon Duty Supervisors, and all employees designated in Units II and III.

ARTICLE III

UNION SECURITY

- A. Within thirty (30) days of initial employment, individuals hired into positions in this bargaining unit shall join the Union or pay a service fee in accordance with the provisions of this Article. The District shall provide names and addresses of all new hires within SEIU Local 1021 to be mailed to the Union office when the new employee signs employment papers.
- B. The District shall deduct from the pay of Union members and pay to the Union the usual and customary initiation and monthly dues voluntarily authorized in writing by the employee.
- C. Such deduction shall be made only upon submission of the appropriate form to the designated representatives of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Union.
- D. The district shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.
- E. Any member of the negotiation unit who is not a member of the Union shall make payment to the Union, or authorize payroll deduction in the same manner as a member does, a service fee

equivalent to usual and customary initiation fees, dues and general assessments. Payment of such service fees shall be a condition of continued employment.

- F. The Union shall be responsible for insuring payment of the service fee by conferencing with the employee and notifying the employee in writing of his or her obligation under this agreement and shall provide the employee with any other required notices regarding service fees.
- G. The District shall not be requested by the Union to enforce organizational security as a condition of continued employment until the Union has exercised all reasonable efforts to insure the service fee payment by other approved methods.
- H. Following such efforts, and upon request of the Union, the District shall provide written advice to any non-complying employee of their obligation under this Article, and such employee shall have thirty (30) days to comply before termination procedures are applied.
- I. If an employee who is a member of a religious body whose traditional tenets or teachings include objecting to joining or financially supporting SEIU Local 1021, objects to paying a service fee, he or she shall contribute an amount equal to the service fee to one of the following nonreligious, non-labor charitable organizations exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - 1. Children's Hospital, Oakland
 - 2. Alameda - Contra Costa County Blood Bank
 - 3. Hospices of Walnut Creek

Proof of payment shall be made on an annual basis to the district as a condition of continued exemption from joining or financially supporting the Union. The Union shall be provided a copy of the proof of payment.

- J. Any employee who pays a charitable contribution in lieu of the service fee and requests arbitration shall pay the reasonable cost of arbitration.
- K. The Union shall provide any information needed by the District to fulfill the provisions of this Article.
- L. The District shall provide an application and organizational materials for Union membership to all employees entering Classified Bargaining Unit I (new hires, promotions, demotions transfers, or rehires).

The District shall provide to the Union the Classified Personnel Changes document that accompanies each Board Meeting's Agenda.

- M. The Union shall indemnify and hold harmless the District and its Board members, officers, agents and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, attorneys' fees, liability, and proceeding of any nature, arising out of or related in any way to the provisions of this Article.

ARTICLE IV

HOURS

- A. Standard Work Week: Full time for classified employees is forty hours per week. The District shall establish a 4/10 workweek for mutually selected positions, work sites and calendar dates.
- B. Lunch Period:
1. Full-time employees shall receive a duty-free thirty-minute lunch period, to be scheduled by the District at or about the midpoint of the employee's work shift. The eight-hour shift excludes the lunch period and includes rest periods. For those sites where there is only one (1) custodian on duty during a swing or night shift, the custodian will be given a paid lunch in recognition of the necessity that they stay on-site during their lunch.
 2. The lunch hour for maintenance and grounds employees may be changed pursuant to the following conditions:

At the initiative of the employee or the District, the employee and the immediate supervisor may arrange for a duty-free one-hour lunch period and adjust the workday accordingly. If the District determines that an employee is exceeding the thirty (30) minute duty-free lunch, the District may request the employee to extend the lunch period to one (1) hour and adjust the workday accordingly.
- C. Rest Periods: employees shall have one rest period of fifteen (15) minutes within each period of four (4) hours or major fraction thereof (a six (6) hour shift is entitled to one (1) rest period). Timing of the rest period may be adjusted by the employee's supervisor.
- D. Minimum Call-In Or Call-Back Time: A regular employee called in to work on a day when he/she is not scheduled to work, or called back to work after completion of his/her regular assignment, shall be paid a minimum of two (2) hours' pay for such work. If an employee is called back to a different site within two (2) hours of a previous call back, he/she shall be paid an additional minimum of two (2) hours' pay for such additional work.
- E. Release Time for In-Service Training: The District shall provide a minimum of four (4) hours of paid large group in service training for custodians annually. The in service shall include but not necessarily be limited to child abuse regulations, hazardous materials use and storage and disciplinary guidelines. The District shall develop an ongoing classified employees' in-service training program for other represented classifications.
- F. Flexible Work Hours: The district shall seriously consider employee requests for flexible scheduling. Such requests shall be reasonably denied. The employee may request and receive reasons for denied requests.

ARTICLE V

OVERTIME

- A. Overtime Compensation: all work performed in excess of eight (8) hours in a day or forty (40) hours in a work week shall be deemed overtime and shall be compensated at the overtime rate of one and one-half (1 ½) times the regular rate of pay. If an employee is assigned a four (4) day workweek, all work performed in excess of ten (10) hours a day shall be deemed overtime. Planned overtime shall be distributed per site/department as equally as possible, normally on a voluntary, rotational basis among all qualified employees within the classification. The initial list for assigning planned overtime shall be established by class seniority. Reasonable effort shall be made to notify the employee in advance of planned overtime. The District and the Union shall agree on the method for assignment of emergency overtime. The record of overtime shall be available at the site/department. Overtime hours' allocation shall be posted and regularly updated for the Maintenance and Grounds Division.
- B. Extended Work Week: Any employee working four (4) hours or more per day for the five (5) consecutive days of their designated work week shall be compensated at one and one-half (1 ½) the regular rate of pay for all hours worked on the sixth (6th) day in the same seven (7) day period and at double the regular rate of pay for all hours worked on the seventh day in the same seven (7) day period.
- C. Holidays: All hours worked on holidays designated by this agreement shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay in addition to the regular pay received for the holiday.
- D. Prior Approval: Prior approval for overtime must be granted by the Program Supervisor.
- E. Compensatory Time: The method of compensation shall be determined at the time of the request for overtime. The employee may accept or refuse the overtime request except in the event of an emergency. The district must offer overtime pay for mandatory overtime.
- F. Non-District Facility Users – Custodians: If District employees are funded by facility users then employees shall be compensated for overtime by overtime pay. If the emergency overtime is necessitated by a non-district facility user who fails to leave the facility at the scheduled time, the employee shall be compensated as follows:
1. For the first fifteen (15) minutes or portion thereof of overtime – one and one-half (1-1/2) hours pay.
 2. For each additional fifteen (15) minutes or portion thereof of overtime – one (1) hour pay.

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

ARTICLE VI

LEAVES

- A. Prior Approval: All employees shall submit a Request for Leave of Absence form to their immediate supervisor at least 72 hours in advance, except in an emergency. Site supervisors will review and recommend/deny request and submit form to the Program Supervisor. Approval for leaves is at the Program Supervisor level. The Program Supervisor submits form to Human Resources for eligibility verification.
- B. Leave Of Absence For Illness Or Injury
1. Full Time Employees: An employee employed forty (40) hours a week shall be granted ninety-six (96) hours leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service.
 2. School Term Employees: An employee, employed forty (40) hours a week, who is employed for less than a full school year, is entitled to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
 3. Part Time Employees: An employee employed less than forty (40) hours per week shall be entitled, for a school year of service, to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of days he/she is employed per week bear to five (5). When such persons are employed for less than a full school year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
 4. Fiscal Year Advance: At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.
 5. New Employees: A new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
 6. Pregnancy: Pregnancy shall be treated as a temporary disability leave for the period of time that the employee is temporarily disabled resulting from pregnancy, miscarriage or childbirth and recovery there from. The length of the leave shall commence and terminate on dates determined by the employee and the employee's physician.
 7. Sick Leave Accumulation: If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year-to-year.
 8. Sick Leave Statements: The District shall provide to each employee at least annually a statement of accrued sick leave.
 9. Employees Receiving SDI Benefits: Employees absent from work and collecting SDI benefits will accrue vacation and sick leave hours based on normal assigned hours less offsetting income received from SDI. The District shall continue to provide health and

welfare benefits based on normal assigned hours until an SDI long-term absence exceeds the five (5) month period provided by the Agreement under the Article VI.E. – Entitlement to Other Sick Leave. Thereafter the District shall contribute only the proportionate share represented by income received from the District.

10. Leave Of Absence For Illness Or Injury:

An employee may, annually, use up to six (6) sick leave days for the illness of a child, parent or spouse.

C. Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of three (3) days, or five (5) days if travel is required over three Hundred (300) miles. The immediate family is defined as mother, father, brother, sister, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; spouse, son, son-in-law, daughter or daughter-in-law, the person who raised the employee in lieu of a parent, or any relative living in the immediate household of the employee.

D. Personal Necessity Leave: Up to seven (7) days of absence earned for sick leave may be used by the employee at his/her election in cases of personal necessity on the following basis:

1. The death of a member of the employee's immediate family, or any relative living in the immediate household of the employee (in addition to bereavement leave). Leave to attend the funeral of others not enumerated above may be granted by the Superintendent or his/her designee.
2. Accident or illness in involving the employee's person or property of the person or property of a member of his/her immediate family.
3. Appearance to testify in any court ofr before any administrative tribunal as a party or witness under subpoena, except in a suit by, or on behalf of, the employee against the District.
4. Participation in an established religious Holy Day Observance by a member, or as a resident in the household of a member, of that religion.
5. The adoption of a child.
6. Paternity leave which may be taken within a ten (10) workday period immediately following the birth.

E. Additional Leave For Non-Industrial Accident Or Illness: A permanent employee who has exhausted all entitlement to sick leave, vacation , compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, without pay, not to exceed six (6) months, in accordance with Education Code Section 45195.

F. Entitlement To Other Sick Leave: When an employee is absent from hi/her duties on account of long term illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during hi/her absence.

G. Personal Business Leave: A permanent employee may take not more than one (1) day of leave per year with pay for personal business. Leave may be taken in minimum increments of one (1) hour.

H. Leave Of Absence Without Pay: With prior approval of the immediate supervisor and the Superintendent, the District may grant leaves of absence without pay for a period of up to thirty (30) calendar days during any one (1) school year. Leaves of absence without pay in excess of thirty (30) calendar days may be approved by the Board of Education.

I. Jury Duty/Witness Duty:

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

J. Union Business Leave:

1. Grievance Time: Stewards shall be allowed a reasonable amount of paid leave to investigate and process grievances. Bus Driver Steward shall be paid for reasonable time to investigate and process grievances prior to or after working an assigned rout.
2. Negotiations: Five (5) unit members shall be allowed a reasonable amount of time to conduct negotiations on behalf of the Union. Any Bus Driver and/or swing shift employee representative shall be paid for all time spent in negotiations that is otherwise paid time for other unit members.
3. Union Business Leave: The District shall provide for up to eighty (80) hours paid release time to be allocated at the discretion of the local union president for training, conferences or meetings. The Union shall reimburse the District for this release time at the daily substitute rate if a substitute is assigned. Requests for this release time shall be submitted in writing to the employee's immediate supervisor prior to the release.

4. District Committees: Representatives who attend specified District meetings such as District Safety Meetings and Benefits Study committee shall be paid for all time at the meeting plus transportation time to and from the meeting if they are not otherwise in paid status.
- K. Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- L. Military Spouse Leave: The District will provide unpaid leave for the spouse of a qualifying military member who is on leave from deployment during a period of military conflict as defined by law.
- M. Notification of Absence: To ensure proper scheduling of work, employees must notify the immediate supervisor or other designated individual of an absence prior to the commencement of the employee's shift. Upon written notification, designated classifications are also required to make contact with the service center manager to arrange for substitute coverage.
- N. Return From Leave:
 1. Upon return to duty following any leave, the employee shall complete the designated District form specifying the reason for the absence.
 2. The District may require a physician's verification of illness when the District determines that the employee's sick leave indicates a pattern of abuse. Absence for three (3) or more consecutive days, days contiguous with the weekend or vacations on a repeated basis, or the same days of the week on a repeated basis are circumstances which may indicate a pattern of abuse.
 3. All absences that arise during a work stoppage shall be verified by a physician's statement or other proof of illness.
- O. Industrial Accident Or Illness Leave:
 1. Probationary employees hired after June 30, 2004, are not eligible for the provisions of Section M.
 2. Permanent employees shall be entitled to sixty (60) days of fully paid leave under this provision for a work-incurred injury. Thereafter leave for industrial accident or illness shall be in accordance with the Education Code or the Board of Education policy.
 3. Leave allowable under this provision shall not be accumulated from year to year.
 4. Leave under this provision shall commence on the first day of absence.
 5. Total District reimbursement under this provision shall not exceed the employee's full salary, including hi/her temporary disability and the portion of monthly salary paid by the District.
 6. Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.

7. When an industrial accident or illness leave overlaps into the next school year, the permanent employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
 8. A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of any industrial accident or illness may be granted additional leave, without pay, for up to eighteen (18) months.
 9. The District shall continue medical insurance premiums for the injured employee and his/her family at the regular rate for four (4) months after the employee has exhausted all paid leave.
- P. Absence Without Leave: Three (3) days of absence without leave shall be deemed abandonment and shall result in a voluntary resignation.
- Q. Family Care Leave: The District agrees to provide Family and Medical Leave pursuant to Board Policy, Federal Family and Medical Leave Act of 1993 and California Family Rights Act of 1993.
- R. California Paid Family Leave: Effective July 1, 2004, the District will provide Paid Family Leave (PFL), also known as Family Temporary Disability Insurance (FTDI), as required under State law. Informational guidelines are available in the Human Resources Office.

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

- S. Family School Partnership Leave: The District shall provide leave pursuant to the Family School Partnership Act, effective January 1, 1995, for employees to participate in activities of the school where their children attend. Employees must provide their supervisor forty-eight (48) hours notice of request to utilize this leave. Less notice of request shall be permitted and honored when extenuating circumstances exist.
- T. Catastrophic Leave: The purpose of the catastrophic leave bank is to allow bargaining unit members to contribute one (1) equivalent sick leave day (based on FTE) for the establishment of a sick leave bank to assist permanent classified who have a long-term catastrophic illness or injury and who have exhausted all paid leaves.

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

1. The classified leave bank will include all permanent classified employees in all three (3) bargaining units. The donation of one (1) day of sick leave shall be prorated by FTE when credited to the pool. For example, a .75 FTE employee donating one (1) day shall increase the pool by .75 FTE.
2. A catastrophic leave bank committee will be established to review and either approve or deny requests. The committee will consist of two (2) administrators, and one (1) bargaining

unit member from each of the three (3) units selected by the respective association/union. Approval of sick leave requests will require support of four (4) out of five (5) committee members. Approval or denial of catastrophic leave requests by the catastrophic leave bank committee shall be final and not be subject to appeal or subject to the grievance procedure of the collective bargaining agreements. The committee shall not grant more leave than is contained in the bank.

3. Participation in the bank is voluntary. At the beginning of each school year there will be an open enrollment period coinciding with the health benefits open enrollment period. Unit members must have twenty (20) equivalent days of accumulated sick leave as of the first duty day of the fiscal year to be eligible for the bank. Eligible unit members must notify the Human Resource Office in writing during the designated open enrollment period of their desire to participate in the bank. The maximum anyone can contribute to the bank at any one time is one (1) FTE sick leave day.
4. All unused days contributed to the bank will be carried over from year to year. If at the end of the previous school year the total number of days in the bank is reduced to fewer than one hundred (100) days/800 hours, the Human Resources Office will notify the bank membership prior to open enrollment that a new assessment of one (1) day of sick leave per member of the bank will be made. Sick leave from the bank may not be granted for any illness or injuries to be covered under Workers' Compensation.
5. Members who have accessed benefits from the bank may re-enroll in the bank when they have twelve (12) days of accumulated sick leave, provided the employee has returned to work for at least six (6) working months.
6. Applicants for benefits from the leave bank must submit an application through the catastrophic leave bank committee. Only individuals who have contributed to the bank will be eligible for benefits.
7. Catastrophic Leave Bank Benefit: After all regular sick leave, other sick leave (difference pay) and vacation have been exhausted, up to fifteen (15) days of fully paid sick leave at the member's regular daily rate of pay may be requested from the catastrophic leave bank.
8. Those employees enrolled in the bank will automatically continue their participation from year to year unless they notify the Human Resource Office, in writing, of their intent to withdraw from the bank. Such withdrawal from the bank must occur during the open enrollment period and will not result in reinstatement of the time contributed to the bank.
9. The chart below shows how the fifteen (15) catastrophic leave days are credited.

SICK LEAVE

VACATION

OTHER SICK LEAVE (DIFFERENTIAL PAY)

CATASTROPHIC LEAVE

FIFTEEN (15) EQUIVALENT DAYS

FIVE MONTHS

ARTICLE VII

TRANSFERS, PROMOTIONS AND RECLASSIFICATION

A. Vacancies:

The District shall attempt to fill all vacancies, entry level and above, on a promotional basis prior to going to the outside. Qualifications, evaluations, length of service and other job related factors shall be considered in the selection of a promotional applicant. To the extent possible and appropriate, the District will rotate employees in temporary vacancies.

B. Posting Of Vacancies For Transfers And Promotions:

1. In the event there is a reemployment list, offers of reemployment will be processed prior to posting.
2. Vacancies shall be posted at least five (5) working days at all work sites where employees in the unit are regularly assigned.
3. During the posting period, the vacancy shall not be permanently filled.
4. The posting shall state:
 - a. The site of the vacancy.
 - b. The number of hours regularly assigned.
 - c. The job classification and job description.
5. Outside candidates will be released to the hiring manager only after bargaining unit members have been considered for transfer or promotion.

C. Transfers And Promotions:

1. A transfer is a move from one work site to another within the same classification or the same salary range. A promotion is a change from one position to another in a higher classification.
2. A person who has been employed from three (3) to six (6) months with the District will be considered for transfers and promotions with permanent employees. A person who has been employed for less than three (3) months will be considered for transfers and promotions only after all permanent employees and employees who have worked from three (3) to six (6) months have been considered.

D. Employee Initiated Transfer:

1. A request for transfer shall be filed in the personnel office and shall be retained for one-hundred-eighty (180) days.
2. All employees requesting a transfer shall be considered for any vacancies they are qualified to fill. Qualifications, evaluations, length of service and other job related factors shall be considered in the selection of a transfer applicant. Upon request, an employee whose transfer request is denied shall be given oral reasons for such denial in a meeting with the Personnel

Officer. The employee shall be permitted to have Union representation in said meeting. The meeting shall be held no later than fifteen (15) days after the position is filled.

E. District Initiated Transfer:

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

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

G. Promotion:

1. Factors in Decision: All employees applying for promotion shall be considered for any vacancies they are qualified to fill. Qualifications, evaluations, length of service and other job related factors shall be considered in the selection of a promotional applicant. Seniority will be considered as a deciding factor if all other qualifications are equal among the incumbents being considered for promotion. The interview panel shall include a Local 1021 appointed representative. The Assistant Superintendent, Human Resources or designee, shall decide when and if all qualifications are equal between incumbents and when seniority will be considered as a deciding factor. When possible, additional SEIU representatives may serve on the interview panels at the discretion of the interview panel chairperson.
2. Denial Of Promotions: Upon request, an employee who is denied a promotion shall be given oral reasons for such denial in a meeting with the Personnel Officer. The employee shall be permitted to have Union representation in said meeting. The meeting shall be held no later than fifteen (15) days after the promotional vacancy has been filled.

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

If the written response is unsatisfactory, within seven (7) working days of receipt of the written response the employee may appeal the decision to the Superintendent. The Appeal shall be in writing and shall set forth the reasons for appeal. The Superintendent's decision shall be final.

3. Pay Upon Promotion: Effective 7/1/02, when an employee changes jobs to a higher classification, the employee shall receive a five percent (5%) promotional increase above the employee's base salary plus shift differential. If placement on Step 6 in the new class does not provide a five percent (5%) increase, the employee will be granted a stated salary not reflected on the Unit salary schedule in order to provide the promotional increase. However, the employee will remain at the stated (y-rated) salary until general increases in the Unit

salary schedule provide the employee a monthly salary equal to or greater than the stated (Y-rated) amount.

4. Experience Credit: District employees may receive experience credit toward a promotion position under the following circumstances.
 - a. The employee has worked for the District for three (3) years or less.
 - b. The employee is making a significant career change, i.e. a promotion from custodian to maintenance craftsperson. A promotion within the same job groups, i.e. custodian to head custodian would not receive experience credit.
 - c. Experience must be professional, paid experience of the type for which the employee would have received salary schedule credit if the employee had originally been hired into the District in the promotional position. Placement may not be above step 3 on the new range.
 - d. Salary schedule placement for initial employment and promotional employment shall be determined by the Personnel Administrator.

H. Reclassification:

1. Purpose Of Reclassification Procedures: Reclassification is not a device for salary increases. It is to allow the reclassification caused by a change in the job requirements.
2. Request For Reclassification:
 - a. The sole purpose of this section is to provide a uniform system for the individual unit member to be able to request reclassification.
 - b. An individual employee is entitled to request that his/her position be reclassified. An employee who believes s/he has been directed to perform duties out of his/her job classification shall inform the evaluating supervisor and SEIU in writing, with a copy to the Human Resources Department by September 30 of the current school year. Prior to October 30, the employee and supervisor shall meet to discuss the employee's rationale for a potential reclassification, the assignment of job duties in relation to the actual job description, and the additional duties that the employee has been requested/required to do.
 - c. If the employee and/or supervisor wish(es) to pursue the reclassification request, the employee shall submit the reclassification packet to SEIU and a copy to the Human Resources Department no later than November 15.
 - d. Nothing in this section shall preclude the employer's right to initiate reclassification.
 - e. The District and SEIU may mutually agree to proceed to the provisions of Article VII, H.8 with a joint recommendation to the Superintendent on reclass requests submitted.

3. Reclassification Process:

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

4. Reclassification Criteria:

- a. Reasons for reclassification:
 1. Significantly new job duties are permanently added to the job or job description by the supervisor.
 2. Significantly new or increased responsibilities, other than increased workload, have been permanently added to the position by the supervisor.
- b. Reasons that are not a basis for reclassification:
 1. Workload increases will not be considered a basis for reclassification. "Workload" meant the volume or amount of work assigned to be completed within a given period of time; e/g., if the amount of work increases but the job duties are essentially the same or at the same skill level, there is no basis for reclassification.
 2. Seniority or length of service, in the position shall not be a basis for reclassification.
- c. Other considerations:
 1. The panel shall take into consideration the frequency and time period in which duties outside the job description occurred.
 2. The panel shall also ensure that new or increased duties have not been simply assumed by the employee without the supervisor's knowledge and/or approval. Assuming duties on one's own behalf does not constitute a basis for reclassification. The duties must be know or assigned by the supervisor for reclassification to be warranted.

5. Authority Of The Review Panel:

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

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

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

7. Final Decision:

a. The superintendent shall be forwarded a copy of the panel's recommendation. The Superintendent shall make a recommendation to the Board of Education and notify the employee within five (5) days of the decision made by the Board. Reclassification decisions cannot be appealed.

b. All approved reclassifications shall take effect retroactive to September 1 of that school year.

8. General Provisions:

a. Placement in Class: Every position shall be placed in a class.

b. New Classification: New classifications shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification.

c. Reclassification Salary: Upon reclassification upward of a position or class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be reclassified with the position(s) and placed on a step which will result in at least a five percent (5%) salary increase. Reclassification shall not change an employee's anniversary date.

d. If it is agreed that the employee has been working out of class, but is not being reclassified, then the employee will be notified in writing that s/he is no longer responsible for some or all of the out-of-class duties. The employee will be paid appropriate out of class differential retroactively from September 1 of the current school year to the point of notification.

ARTICLE VIII

LAYOFF

- A. Procedure: When the District determines that layoff shall occur, the procedure shall be in accordance with applicable statutory and case law.
- B. Negotiations: If the District takes action to lay off employees during the term of this Agreement, the Union may request negotiations on negotiable matters relating to such layoff.
- C. Grievance: Any alleged procedural violation of matters relating to layoff may be processed as a grievance.
- D. Seniority: Seniority for layoff purposes shall be determined by hire date which is the first date of paid service in a probationary classified position per Education Code 45103.
- E. Voluntary Demotion/Reassignment In Lieu Of Layoff: Employees accepting voluntary demotions/reassignments shall be placed in the range of the new class at the step that is closest to, but not higher than, their current base range/step. Acceptance of an offer of voluntary demotion/reassignment after June 30, 2004, shall not be considered a break in service.
- F. Health Benefits After Layoff: Health and welfare benefits premiums for laid off employees shall be paid in the same proportionate amounts as if the employee had not suffered a layoff until the end of the month at least thirty (30) days after the layoff. For purposes of this subsection, persons on layoff shall include persons accepting reductions in hours or demotions in classification in lieu of layoff.
- G. Reemployment From Layoff:
 - 1. Placement On Reemployment List: The names of employees laid off shall be placed on a reemployment list in the reverse order of layoff. All employees laid off shall be placed on the reemployment list for not less than thirty-nine (39) months. Employees accepting demotion or voluntary reduction in assigned time in lieu of layoff shall be placed on the reemployment list for a total of sixty-three (63) months. Employees who take voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in his/her former class or to positions with increased assigned time as vacancies become available within the sixty-three (63) months. All such employees shall be ranked on the reemployment list in accordance with their seniority.
 - 2. Offers Of Reemployment: Reemployment shall be offered in reverse order of layoff. Offers of re-employment shall be made in writing, by certified mail to the last known address of the employee. It shall be the responsibility of an employee who relocates to advise the District of his/her correct mailing address.
 - 3. Response To Offer: Upon notification of an offer of reemployment, the employee shall have five (5) calendar days from the date of mailing to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy offered.

4. Decline Of Offers: An employee on a reemployment list may decline three (3) offers of reemployment in his/her former classification. After the third refusal no additional offers need to be made, except that an employee may, during the period of entitlement, notify the District in writing of availability and shall thereafter be entitled to an additional three (3) offers of reemployment for the period his/her name is on the reemployment list. No employee shall be removed from the reemployment list, prior to the time established in 1., above.

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

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

H. Retirement In Lieu Of Layoff:

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

ARTICLE IX

HOLIDAYS

- A. Days: Employees shall be entitled to the following fourteen (14) holidays provided such holidays fall during the normal work week and provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

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

- B. Saturday/Sunday Holidays: When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.
- C. Holiday Work: When an employee is required to work on any of these holidays, he/she shall be paid compensation or given compensatory time off for such work at a rate of not less than his/her normal overtime rate of pay in addition to the regular pay received for the holiday.
- D. Additional Days: The provisions of this article shall apply to holidays declared by the President of the United States, the Governor of the State of California, or the Board of Education of the San Ramon Valley Unified School District. The specific declaration by the President, Governor or Board must state that employees are to be paid and not required to work.
- E. Personal Holiday: Permanent employees shall be granted one personal holiday per school year (non-cumulative) consistent with departmental scheduling with prior approval of the immediate supervisor. Employees in the classifications of bus driver, bus driver/trainer and bus driver/utility worker may elect to take this holiday in pay rather than time off.
- F. Scheduling Holidays: Scheduled holidays may be modified by a waiver granted by the State Board of Education and with mutual agreement of the parities.

ARTICLE X

VACATIONS

- A. Accrual Of Vacation Time
1. Full Time: Full time employees (forty (40) hours per week) employed for twelve (12) months per year shall receive eight (8) hours of vacation for each month worked during the school year. The term "month worked" shall include any time on paid leave of absence.
 2. Vacation Increases: After five (5) years of service full time employees employed for twelve (12) months per year shall receive one hundred twenty (120) hours vacation. After ten (10) years such employees shall receive one hundred sixty (160) hours.

3. Part Time: Vacation for employees employed other than forty (40) hours per week for twelve (12) months per year shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of paid employment bear to forty (40) hours per week, or twelve (12) months per year.
4. Vacation Pay Upon Termination: Upon termination, a permanent employee is entitled to pay for earned and unused vacation.
5. Annual Carryover: Earned vacation may be carried to following school years, up to a maximum of two hundred forty (240) hours.
6. Vacation Statements: The District shall provide to each employee at least annually a statement of accrued vacation.

B. Use Of Vacation:

1. Use Only After Accrual: Employees may not use vacation before it accrues nor may employees take vacation during their first six (6) months of employment.
 2. Scheduling Vacation: The scheduling of vacation is subject to approval by the employee's Site Supervisor with final oversight by the Program Supervisor and Personnel Administrator based upon availability of coverage.
 - a. Summer vacations for custodians will be submitted to Program Supervisor by April 15th. Approval/denial will be based upon site seniority to ensure adequate coverage at the site level.
 3. School Site Employees: All employees shall submit a vacation request form to their immediate supervisor at least two weeks in advance except in case of emergencies with the supervisor's approval. Employees assigned to school sites can take vacation when the scheduling does not conflict with the district's ability to provide coverage for the absence. Site supervisors will review and recommend/deny requests and submit form to Program supervisor. Approval for vacations is at the Program Supervisor level. The Program Supervisor submits form to Human Resources for eligibility verification.
- C. Sick Leave During Vacation: When an employee becomes ill for three (3) or more days while on vacation to the extent that all or part of his/her "vacation" was not used, the employee may petition to convert the days that s/he was ill to any accumulated sick leave, thus preserving vacation time.

The procedure for doing this is as follows:

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

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

ARTICLE XI

EVALUATION PROCEDURES

- A. Evaluation Procedures: Classified employees shall be evaluated by their immediate supervisors (supervisory or management) as designated by the District.
- B. Frequency Of Formal Evaluation:
1. Probationary employees shall be evaluated at the end of the third (3rd) and fifth (5th) month of service.
 2. Permanent employees shall be evaluated annually.
 3. Employees are subject to supplemental evaluations at the discretion of the evaluator. The employee has a right to request a supplemental evaluation.
- C. Probationary Period: The initial probationary period is six (6) months (one hundred thirty (130) days in full pay status, not to exceed on (1) year), a probationary employee may be released by the district without cause.

Any employee receiving an assignment to a different classification will serve a six (6) month probationary period within the new class. A permanent employee who does not successfully complete this probationary period will have the right to be returned to a position in the former classification where permanency was established.

- D. Scheduled evaluations and supplemental evaluations shall be made on forms provided by the Personnel Department. The evaluator shall present the evaluation to the employee and discuss it with him/her. The evaluation shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. A copy shall be filed in the employee's personnel file.
- E. An employee who is not satisfied with his/her evaluation may, within thirty (30) days, write a rebuttal which shall become a part of his/her personnel file. Within the thirty-day period a permanent employee may request, and be granted, a meeting with his/her second level supervisor.
- F. After such meeting, the second level supervisor may make such revision in any such evaluation as he/she may find to be proper and shall report the same to such employee, and to the Personnel Officer.
- G. Any permanent employee who is not satisfied with the action taken by the second level supervisor with respect to his/her evaluation may submit a request for further review of the matter to the Superintendent. Such request shall be made in writing within five (5) days after the second level administrator has notified the employee of his/her action. The request shall set forth

specific reasons for the employee's dissatisfaction with his/her evaluation and with the action taken thereon by the second level supervisor.

- H. The Superintendent or his/her designee shall make such necessary analysis of any permanent employee complaint and may hold such hearing and review of the evaluation as he/she sees fit before acting on the same. The action by the Superintendent or his/her designee shall be used as the basis for approving or disapproving any change in the evaluation on the appropriate records.
- I. Evaluation procedure, but not the substantive evaluations outlined in this article, is subject to the grievance procedure.
- J. Materials of a derogatory nature that may have some effect on the employee's evaluation shall not be placed in the employee's personnel file without first notifying the employee, giving the employee a copy of the materials and an opportunity to respond in writing and have such written response attached to the material.
- K. A copy of any letter of commendation received by the District shall be provided to the employee and may be placed in the personnel file.

ARTICLE XII

HEALTH AND WELFARE BENEFITS

A. Eligibility:

- 1. Eligibility: Regular employees scheduled to work twenty (20) hours or more per week shall be eligible to participate in District health, dental, vision and life insurance plans. Full time and part time employees shall exercise their option to participate in the benefits package within thirty (30) days of employment or any change in eligibility.
- 2. Part Time Employees: Part-time employees (twenty hours (20) or more, but less than full time) qualify for the benefits on a pro rata basis subject to exercising their option to participate within thirty (30) days of employment or change in eligibility. The employee shall pay the percentage of premium for each benefit plan that they choose to enroll in that is equal to the percent of time that they are not employed full time.
- 3. Eligible employees may cover their spouses and their dependent children or their domestic partners and their dependent children. Domestic partners and their dependent children may participate on pro-rata basis in District offered health, dental, and vision insurance plans.
- 4. Retirees' domestic partners and their children are not eligible for coverage unless the domestic partnership commenced prior to the retirement of the employee.

B. Domestic Partnership Coverage:

- 1. Definition: A domestic partnership shall exist between two persons regardless of gender and each shall be the domestic partner of the other if both complete, sign, and have notarized the San Ramon Valley Unified School District Affidavit of domestic Partnership and provide the required documentation.

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

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

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

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

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

4. Termination:
 - a. A domestic partnership shall terminate when any of the following occurs:
 1. One partner sends by certified mail, to the other partner a notarized written notice that he or she is terminating the partnership.
 2. One of the domestic partners dies.

3. One of the domestic partners marries.
 4. The domestic partners no longer have a common residence. A temporary separation resulting from work, education or health shall not constitute the cessation of common residence.
- b. The statement of Termination of Eligibility must be filed within thirty (30) days of the end of the domestic partnership. All benefits provided by Article XII of this contract shall cease as of the last day of the month in which the Statement of Termination of Eligibility of Domestic Partners is received. If the District suffers any loss as a result of the employee's failure to file the certification, the employee shall be liable to the District for actual loss incurred by the failure to receive notice that the domestic partnership has been terminated.

C. Benefits Study Committee:

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

D. Payment Of Premiums:

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

For health plans other than Kaiser (Blue Shield HMO, Blue Shield PPO), employee contributions will be based on a cost sharing model reflecting tiered rates. Tiered rates will be based on the difference between the \$9,000 benefit cap and the Kaiser composite rate.

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

E. Cash-Back Option:

1. Benefits eligible employees who provide satisfactory proof of medical coverage, may elect to receive cash in the amount of three hundred two dollars (\$302) per month in-lieu of medical, dental, and vision coverage on a pro-rata basis (rate applies to 01/02 and 02/03). This in-lieu

amount shall be increase annually by the CPI starting in 03/04 for the term of this contract. Employees who elect this option may purchase dental and/or vision benefits through the District.

2. Benefits eligible employees may enroll in the District-paid standard term life insurance plan.
- F. Life Insurance: The life insurance coverage will be that amount as recommended by the Benefit Study Committee. The life insurance coverage increase from fifty thousand dollars (\$50,000) to one hundred thousand dollars (\$100,000) will be subject to immediate negotiations at the time that this generates a premium increase.
- G. State Disability Insurance: The District shall deduct from the employee's pay and forward to the appropriate agency the premium for California State Disability Insurance for all employees in the Unit.
- H. Post-Retirement Benefits:
1. Retirement 7/2/86 Through 6/30/88: For employees who retire after 7/1/86, the District shall contribute an amount equal to Kaiser single party medical coverage per month toward medical benefits, from age fifty-five (55) to sixty-five (65) after ten (10) years of continuous full-time service immediately prior to retirement. The District shall contribute a pro rata amount toward medical benefits from age fifty-five (55) to sixty-five (65) for part-time employees who have been employed four (4) hours or more per day, after ten (10) years of continuous service immediately prior to retirement.
 2. Retirement After 3/30/88: For employees who retire from the District on or after 7/1/88, the District shall, in addition to H.1. above, provide an amount equal to the current cost of Kaiser Medicare eligible coverage (not Kaiser Senior Advantage rate) for employees after age sixty-five (65) who have been employed for ten (10) years of continuous service immediately prior to retirement. This coverage shall be provided by the District with the Agreement of the Union that any cost containment savings recommended by the Benefits Study Committee will be used to offset the additional cost and that the cost shall be prefunded by the District by setting aside current dollars for active employees on an actuarial basis. Employees have contributed to pre-funding of post-retirement benefits at an actuarially determined percentage of salary. In the event that future actuarial studies indicate a change in the prefunding percent of salary monies set aside by the District, the District and Union will meet to negotiate.
 3. Retirement After 6/30/06: The District will contribute a flat rate of three hundred eighty-seven dollars (\$387) per month (adjusted annually by the Consumer Price Index for all urban consumers for San Francisco-Oakland) for eligible employees who are at least age fifty-five (55) and have ten (10) years of continuous full time service immediately prior to retirement. The District shall contribute a pro-rata amount toward medical benefits for eligible part-time employees at least age fifty-five (55) who have been employed four (4) hours or more per day, after ten (10) years of continuous service immediately prior to retirement. Sections H.1 and H.2 benefits are not applicable to retirement after 06/30/06.
 4. Retiree Life Insurance: Bargaining unit members may direct their benefit amount to pay for medical, dental, vision, or life insurance coverage upon retirement. These employees may continue life insurance into retirement. Life insurance coverage must be continuous and may

be purchased at either twenty-five thousand dollars (\$25,000) or fifty thousand dollars (\$50,000) term life coverage level.

- I. Job-Related Medical Examinations: The District shall pay for any non-reimbursable expenses for the State required TB examination or chest x-ray required when necessitated by the results of the original TB exam.
- J. Employee Assistance Program: The Employee Assistance Program (EAP) provides limited free professional counseling services for personal, family, and work concerns. The District shall pay for the inclusion in the EAP for all full and part time benefits eligible employees.
- K. Licenses: The District shall pay for the State required medical exam for all employees required to obtain a Class A or B driver's license. The District shall reimburse employees for the cost of maintaining a Class A or B license if required by the employee's job description (the difference in cost between the A or B license fee and the Class C fee). The District shall maintain a training program to encourage District employees to obtain a Class A or B license.

ARTICLE XIII

SALARY AND ALLOWANCES

- A. Salary: Effective July 1, 2014, SEIU bargaining unit members shall receive a 2.0% salary increase.

Each unit member in paid status during 2014-2015 school year shall receive a one-time payment equal to 2.38% of his/her 2014-2015 base annual salary, including longevity and professional growth. This payment shall be subject to all applicable statutory adjustments.

- B. Split Shift Differential: Employees who work split shifts shall be paid a differential of two dollars (\$2) per day if the split between the shifts is less than two (2) hours and four dollars (\$4) per day if the split is two (2) hours or more. A split shift is one (1) including a break of more than one (1) hour.
- C. Working Out Of Classification: An employee temporarily assigned to a higher classification to perform duties inconsistent with those assigned to his/her position shall be paid for such period at the rate of pay applicable to the higher classification, at the lowest step which will give at least a five percent (5%) salary increase. The higher pay shall be paid for each full day worked in the higher classification after an initial four (4) full days of training time.
- D. Longevity:
 - 1. Increments: Effective July 1, 2012, an employee shall receive an increase of one percent (1%) of his/her base rate of pay upon completion of eight (8) years of continuous service from the date of hire with the District, six percent (6%) after ten (10) years, eight percent (8%) after fifteen (15) years, ten percent (10%) after twenty (20) years, and twelve percent (12%) after twenty-five (25) years.

Current bargaining unit members who would be negatively affected by this change will be held harmless to the extent that no member will receive a reduction of pay based on this new schedule. A current listing of the effect of this change on each bargaining unit member is

attached to the Tentative Agreement (dated June 8, 2012) for reference but shall not be incorporated into the collective bargaining agreement.

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

E. Professional Growth:

1. Employees may earn professional growth awards equal to five percent (5%) of their regular monthly salaries. Each employee may earn a maximum of four (4) awards. The first award cannot be earned until an employee has been with the District for three (3) years. Employees may earn a second award anytime after their sixth year of service. The third award shall be awarded anytime after their ninth year of service and the fourth award after their twelfth year of service.
2. Each award shall require the completion of nine (9) semester units or their equivalent. All course work shall be related either to the employee's current job or other potential employment within the district. This provision shall apply to any activity scheduled to begin after February 15, 1996.
3. Such professional growth awards shall be granted as of September 1 for credits completed on or before September 1 and submitted on or before November 1. Such awards shall be granted as of February 1 for credits completed on or before February 1 and submitted on or before April 1. A fourth award shall only be granted for credits completed on or after January 1, 1996. Entitlement to professional growth awards shall be determined on the basis of mutually determined guidelines.

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

- F. Mileage Allowance: An employee who is required to use his or her automobile on district business shall be reimbursed for actual and necessary business mileage at the current IRS allowable per mile amount.

G. Shift Differential:

1. This provision shall not apply to employees receiving split shift differential.

2. Swing Shift: When the majority of an employee's assignment occurs after 1:00 p.m. but before 11:00 p.m. the regular salary shall be increased three percent (3%) for all hours worked during that shift.
3. Night-Shift: When the majority of an employee's assignment occurs after 11:00 p.m. but before 5:00 a.m. the regular salary shall be increased five percent (5%) for all hours worked during that shift.
4. Employees who are regularly assigned to a shift shall retain shift differential pay while on paid leave during the school year or when reassigned to day shift during school breaks other than summer.

H. Anniversary Date:

1. The anniversary date for unit employees who have a first date of paid service after 7/1/86, shall be established as follows:
 - a. Employees whose first day of paid service falls prior to or on the fifteenth (15th) of any month shall have an anniversary date on the first (1st) of that month.
 - b. Employees whose first day of paid service falls on or after the sixteenth (16th) of any month shall have an anniversary date on the first (1st) of the following month.
2. Anniversary date impacts only the accrual of sick leave and vacation days and the anniversary increments on the salary schedule (including longevity).
3. Effective 7/1/02, the longevity anniversary date remains the same upon a change in classification if Step 6 has been reached once in any class.

ARTICLE XIV

GRIEVANCES

A. Purpose:

1. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
2. The purposes of this procedure are:
 - a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
 - b. To provide an orderly procedure for reviewing and resolving grievances promptly.

B. Definitions:

1. A "grievance" is an alleged violation, misinterpretation or misapplication of the express terms of this Agreement which directly and adversely affects the grievant. Matters for which

a specific method of review is provided by law or by the terms of this Agreement are not within the scope of this procedure.

2. A “grievant” is a member (or members) of the representation unit covered by this Agreement who files a grievance.
 3. A “day” is any day in which the District Office is open for business.
- C. Time Limits: Every effort shall be made to complete action within the time limits contained within the grievance procedure; time limitations may be shortened or extended by written stipulation of both parties.
- D. Informal Conference: Within ten (10) days after the event or circumstances being the basis for the alleged grievance, the grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the grievance informally.
- E. Level I:
1. Within ten (10) days after the informal conference, should the grievance remain unresolved, the employee or representative on behalf of the employee may submit the grievance in writing to the supervisor.
 2. The written grievance shall contain the name of the grievant and shall be a clear, concise statement citing specific sections of the agreement allegedly violated, misinterpreted or misapplied, the circumstances involved and the specific remedy sought.
 3. Within ten (10) days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the employee and representative.
- F. Level II
1. Should the grievance remain unresolved, the employee, representative or Union Steward may, within ten (10) days after receipt of the immediate supervisor’s response, submit the grievance in writing to the Superintendent or designated representative. The appeal shall include the name of the grievant, a copy of the original grievance, the decision rendered at Level I and a clear concise statement of the reasons for the appeal.
 2. At the request of the employee, representative, Union Steward or the District, a conference shall be held at this level.
 3. The Superintendent or designee shall render a decision in writing to the employee and representative within ten (10) days of receipt of the grievance of the conference if one was held.
- G. Level III:
1. If the grievant is not satisfied with the decision rendered at Level II, he/she may request that the Union appeal the decision within ten (10) days to advisory arbitration. The appeal shall

include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reasons for the appeal.

2. The parties shall select a mutually acceptable advisory arbitrator. In the event they are unable to agree on an advisory arbitrator within ten (10) days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the District cannot agree on an arbitrator from the list, each party shall alternately strike names until only one name remains.
3. The arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, s/he shall prepare a report listing the issues, the pertinent facts found at the hearing and a recommendation for resolution. This report shall be sent to the Board of Education, with copies to the grievant, the Union, and the Superintendent. The cost of the arbitrator shall be borne equally by the District and the Union.
4. If the District or the Union is not satisfied with the recommendation(s) of the arbitrator, the matter shall be referred to the Board of Education within fifteen (15) days after receipt of the arbitrator's report. The Board shall within thirty (30) days after said referral render its determination of the grievance and shall within ten (10) days after its determination give its decision in writing to the grievant.

ARTICLE XV

DISCIPLINARY ACTION

A. Disciplinary Action:

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

B. Definitions (as used herein):

1. Demotion – Assignment to an inferior position or status, without the employee's written voluntary consent.
2. Disciplinary Action – Any action whereby an employee is demoted, suspended, involuntarily transferred in lieu of other disciplinary action, or dismissed, excluding a layoff for lack of work or lack of funds.
3. "Cause" – relating to disciplinary actions against employees means those grounds for discipline, or offenses enumerated in the law or in this Article.

4. Written Reprimand – A letter placed in the individual’s permanent personnel file that cites a specific incident or pattern of behavior that constitutes cause for disciplinary action.
 5. “Service” shall mean the date on which a notice or other document is placed in the first class mail to the most recent address of record, if the document is mailed, or if the document is served personally, the date on which the document is received.
 6. “Filing” shall mean actual delivery of a letter or document to the District Personnel Office.
 7. A “day” is any day in which the District Office is open for business.
- C. Limitations: No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- D. Probationary Employees: Probationary employees shall be subject to dismissal without cause, upon recommendation of the immediate supervisor, providing that the employee shall be entitled, at the employee’s request, to a conference with the Personnel Officer.
- E. Disciplinary Action Causes: Permanent classified employees are subject to disciplinary action for any of the following causes:
- 1.1. Falsification of any information supplied to the District, including, but not limited to, information supplied on application forms employment records, or any other school District records.
 - 1.2. Dishonesty.
 - 1.3. Incompetence or inefficiency.
 - 1.4. Violation of proper procedure, board policy, administrative regulation, department rule, or law.
 - 1.5. Theft of District property, equipment, supplies or funds.
 - 1.6. Unsatisfactory performance.
 - 1.7. Unexcused tardiness.
 - 1.8. Neglect of duty or poor performance.
 - 1.9. Inattention to or dereliction of duty.
 - 1.10. Insubordination: knowingly refusing to perform lawful and reasonably assigned duties, tasks or directives.
 - 1.11. Discourteous, abusive, or threatening treatment of the public, fellow employees, or students.
 - 1.12. Possession of or drinking alcoholic beverages on the job, or reporting to work while under the influence of alcohol.
 - 1.13. Illegally possessing or being under the influence of a controlled substance at work or away from work, or illegally furnishing a controlled substance to another person.
 - 1.14. Positive Drug test, if in safety sensitive position.
 - 1.15. Conviction of a felony or of a misdemeanor which is of such nature as to adversely affect the employee’s ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

- 1.16. Abuse of leave privileges, including, but not limited to the habitual use of illness leave or by frequent absences so that over an extended period of time the efficiency of the service is impaired.
- 1.17. Absence without leave or failure to follow proper absence request or reporting procedure.
- 1.18. Immoral or unprofessional conduct.
- 1.19. Willful disobedience.
- 1.20. Misuse or unauthorized use of District property.
- 1.21. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job description or otherwise necessary for the employee to perform the duties of the position.
- 1.22. Refusal to take and subscribe to any oath or affirmation, which is required by law in connection with his/her employment.
- 1.23. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, gender, sexual orientation, or age against students, the public or other employees while acting in the capacity of a District employee
- 1.24. Unlawful retaliation against any student, other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

F. Procedures For Discipline – Written Reprimand:

1. A written reprimand shall be served upon the employee by personal delivery.
2. An employee shall be given five (5) working days after receipt of a written reprimand to respond in writing before the reprimand is placed in the file. Such response shall be attached to the written reprimand and also placed in the personnel file.
3. An employee who receives a written reprimand may also, within that five (5) day period, appeal the charges in the reprimand to the immediate supervisor of the person who wrote the reprimand if the employee alleges the incident as cited to be wholly or partially untrue. The immediate supervisor shall respond in writing within five (5) working days.
4. A final appeal of the written reprimand may be made to the Deputy Superintendent, Human Resources. Such a request must be made in writing within five (5) working days of the appeal decision by the immediate supervisor in Item 3 above. The decision of the Deputy Superintendent shall be final and in writing.

G. Procedures For Suspension, Demotion Or Dismissal:

1. Serving Charges

- a. The charges shall be served upon the employee in writing by certified mail or by personal delivery, together with a statement of the proposed discipline and a copy sent to the Union Field Representative.
- b. The charges shall contain a clear and concise statement of the acts and omissions upon which the proposed discipline is based, and a statement of the cause for the action. If it is

claimed that the employee has violated a rule or regulation of the Board, such rule or regulation shall be set forth in the notice.

- c. A permanent employee who has been recommended for suspension , demotion, or dismissal shall be given written notice containing the following:
 1. The specific charges against him/her.
 2. A statement of the right to a conference with the Superintendent/Designee and a right to a formal hearing before the Board of Education.
 3. A statement of the time within which a hearing/conference must be requested, which shall not be less than five (5) work days after service of the notice to the employee.
 4. A card or paper for requesting a hearing/conference, the filing of which shall constitute a denial of all charges;
 5. Notice that the employee is entitled to union representation.

2. Pre-Hearing Conference Rights:

- a. Conference Request: The employee may have a conference with the Superintendent/Designee prior to the formal hearing. The employee shall request a conference and/or hearing by checking the appropriate box on the card or paper. Failure to request a conference and/or hearing within the time limit stated in the notice constitutes a waiver of the right to a hearing and/or conference.

Upon request, the employee shall have a conference with the Superintendent/Designee to respond to the charges. The employee may submit a written response to the charges. The employee may have a Union representative at the conference. The conference shall not be tape-recorded.

- b. Conference Decision: The Superintendent/Designee shall render a written decision within five (5) workdays after the conference. A copy of the decision shall be sent to the Union. If the employee is not satisfied with the Superintendent/Designee decision, the employee may notify the District in writing within five (5) workdays after service of the decision that he/she wishes to proceed with the formal hearing.

3. Formal Hearing:

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

Notice of disciplinary action to be imposed after a hearing or after waiver of the right to a hearing shall be given to the employee in writing by certified mail or by personal delivery.

ARTICLE XVI

BUS DRIVERS

- A. Hours of Work: The District agrees to provide a thirty (30) hour per week work week, six (6) hour work day for all regular bus drivers who maintain proper certification and licensing. Bus drivers who work less than eight (8) hours per day and forth (40) hours per week are considered part-time for leave accruals and benefits except as provided for in Section G of this Article. This provision shall not apply to employees hired after July 1, 2012.
- B. Requests For Paid Additional Time: A bus driver may request additional paid time when necessary to clean his/her bus. The Director of Transportation may approve such requests at his/her discretion. Bus drivers are expected to clean fuel and wash their assigned bus during their regularly assigned route hours. If drivers' routes and utility hours do not fulfill their lock in workday, that driver shall assist other drivers in cleaning, fueling and washing other assigned buses or other assigned work as determined by the Department.
- C. Bus Driver Work Shift Bidding: There shall be one (1) general bidding per year for bus driver routes. Bidding shall occur no later than the morning of the second workday before the first day of school. Workdays are defined as the one hundred eighty (180) days that school is in session for this bidding procedure only. The routes to be bid shall be made available for inspection by the bus drivers at least five (5) work days before the bidding is scheduled. Bus Driver bidding seniority (for purposes of route bidding only) shall be determined as follows:
1. Seniority: Bus Driver bidding seniority (for purposes of route bidding only) shall be determined by date of the first paid regular classified service within the Bus Driver series. Any available mid-day routes are assigned by seniority and are not included in regular bus routes for bid purposes.
 2. Bidding Seniority: This method of calculating seniority applies to the bidding of regular bus routes only and excludes mid-day route assignments. Seniority for vacation and sick leave accrual, carry-over of sick leave balances, salary step placement and layoff shall remain as provided in applicable Memorandum of Understanding, other contract articles and applicable law and District policy.
 3. New and Vacant Routes: Drivers may bid on all new routes and all vacant routes created by resignation, termination, retirement, if the route hours are equal to or greater than current route. Such employees shall have preferred rights to selection for the vacancy in order of bidding seniority. Employees offered short term additional hours under this section to replace a continuing employee on paid leave of absence shall not be eligible for additional sick leave, vacation or health and welfare benefits.
 4. Vacancies due to Medical, Maternity or Other Qualifying Leave: All vacant routes created by medical, maternity or other qualifying leave exceeding (20) consecutive work days shall be offered for non-permanent assignment to regular bus drivers by seniority. If the route is not temporarily filled by a regular bus driver, the route may be offered to a substitute bus driver on a temporary basis. The non-permanent assignment is only for the duration of the qualifying leave vacancy. Should the employee on medical, maternity or other qualifying leave be unable to return to work, the route shall become available using the standard bidding procedures described in this Article.

5. (MOU) Mid Year Vacancies: A route that becomes vacant after the bid process is completed will be posted in its entirety. Drivers will bid on the newly vacant route and the route will be awarded by seniority. The route made vacant by awarding the newly vacant route shall be internally posted in its entirety and the bidding procedure shall be followed until all available routes have been exhausted through the process. During this process if a newly vacant route is not successfully bid upon during the first round any mid-day assignment shall be separated from the AM/PM route and will be assigned separately to the next available senior driver who qualifies for a mid-day route assignment. Drivers may bid route if the route hours are equal to or greater than current route.
6. Summer Routes and Summer Field Trips: Summer routes and/or summer Field Trips are to be bid separately no less than two days prior to the beginning of summer school in accordance with the bidding procedure for regular school year routes.
7. The District and SEIU agree that bus drivers will bid for summer routes and field trips separately, by seniority.

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

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

E. Job-Related Medical Examinations: The District shall agree to pay for the required physical for continuing bus drivers in an amount equal to the cost of such a physical at a clinic selected by the District.

F. Bus Drivers' Salary And Allowances:

1. Bus drivers shall be paid for actual hours worked.
2. The District will reimburse bus drivers for renewal of driving certificate fee.

G. Part-Time Employee Benefits:

1. An employee who has been employed thirty (30) hours or more for more than three (3) consecutive years without a voluntary break in service longer than ten (10) working days (excluding medical, maternity or military leaves) and is in paid status the minimum required hours of six (6) hours or more per day and thirty (30) hours per week shall be considered full time for the purpose of health and welfare benefits coverage. This provision shall not apply to employees hired after July 1, 2012.
2. The benefits for an employee who does not meet the requirements described in G.1. will be based on the categories and provisions of the benefit chart for part-time bus drivers at the back of this contract in Appendix G.
3. Floating Holiday and Personal Business Day Accrual: Floating Holiday and Personal Business Days shall be accrued at the rate of a one time accrual of six (6) hours at the beginning of the school year. If lock-in is greater than 6 hours, Floating Holiday and Personal Business Days will be adjusted accordingly. This provision shall not apply to employees hired after July 1, 2012.
4. Sick and Vacation Leave Accrual: Sick leave and vacation accruals for eligible bus drivers shall be calculated on a prorated basis according to actual hours worked during the month including any time on paid leave of absence. Vacation leave shall be accrued based on the actual hours worked during each month not to exceed eight (8) hours per month except vacation accrual excess as provided for under Article X, Section A, Part 2 of this contract. Accrued vacation for bus drivers shall be paid out twice per year on the variable payroll in December and July.
5. Any necessary sick leave and vacation adjustments to conform with actual annual straight time hours worked (non-overtime) will be made in June.

ARTICLE XVII

TRANSPORTATION VEHICLE DRIVERS

- A. Hours of Work: Transportation Vehicle drivers who work less than eight (8) hours per day and forty (40) hours per week are considered part-time for leave accruals and benefits.
- B. Requests For Paid Additional Time: A Transportation Vehicle driver may request additional paid time when necessary to clean his/her vehicle. The Director of Transportation may approve such requests at his/her discretion. Transportation Vehicle drivers are expected to clean, fuel and wash their assigned Transportation Vehicle during their regularly assigned route hours. If drivers' routes and utility hours do not fulfill their lock in workday, that driver shall assist other drivers in cleaning, fueling and washing other assigned Transportation Vehicles or other assigned work as determined by the Department.
- C. Transportation Vehicle Driver Work Shift Bidding: There shall be one (1) general bidding per year for Transportation Vehicle driver routes. Bidding shall occur no later than the morning of the second workday before the first day of school. Workdays are defined as the one hundred eighty (180) days that school is in session for this bidding procedure only. The routes to be bid shall be made available for inspection by the Transportation Vehicle drivers at least five (5) work days before the bidding is scheduled. Transportation Vehicle Driver bidding seniority (for purposes of route bidding only) shall be determined as follows:
1. Seniority: Transportation Vehicle Driver bidding seniority (for purposes of route bidding only) shall be determined by date of the first paid regular classified service within the Transportation Vehicle Driver series. Any available mid-day routes are assigned by seniority and are not included in regular Transportation Vehicle routes for bid purposes.
 2. Bidding Seniority: This method of calculating seniority applies to the bidding of regular Transportation Vehicle routes only and excludes mid-day route assignments. Seniority for vacation and sick leave accrual, carry-over of sick leave balances, salary step placement and layoff shall remain as provided in applicable Memorandum of Understanding, other contract articles and applicable law and District policy.
 3. New and Vacant Routes: Drivers may bid on all new routes and all vacant routes created by resignation, termination, retirement, if the route hours are equal to or greater than current route. Such employees shall have preferred rights to selection for the vacancy in order of bidding seniority. Employees offered short term additional hours under this section to replace a continuing employee on paid leave of absence shall not be eligible for additional sick leave, vacation or health and welfare benefits.
 4. Vacancies due to Medical, Maternity or Other Qualifying Leave: All vacant routes created by medical, maternity or other qualifying leave exceeding (20) consecutive work days shall be offered for non-permanent assignment to regular Transportation Vehicle drivers by seniority. If the route is not temporarily filled by a regular Transportation Vehicle driver, the route may be offered to a substitute Transportation Vehicle driver on a temporary basis. The non-permanent assignment is only for the duration of the qualifying leave vacancy. Should the employee on medical, maternity or other qualifying leave be unable to return to work, the route shall become available using the standard bidding procedures described in this Article.

5. (MOU) Mid Year Vacancies: A route that becomes vacant after the bid process is completed will be posted in its entirety. Drivers will bid on the newly vacant route and the route will be awarded by seniority. The route made vacant by awarding the newly vacant route shall be internally posted in its entirety and the bidding procedure shall be followed until all available routes have been exhausted through the process. During this process if a newly vacant route is not successfully bid upon during the first round any mid-day assignment shall be separated from the AM/PM route and will be assigned separately to the next available senior driver who qualifies for a mid-day route assignment. Drivers may bid route if the route hours are equal to or greater than current route.
6. Summer Routes and Summer Field Trips: Summer routes and/or summer Field Trips are to be bid separately no less than two days prior to the beginning of summer school in accordance with the bidding procedure for regular school year routes.
7. The District and SEIU agree that Transportation Vehicle drivers will bid for summer routes and field trips separately, by seniority.

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

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

E. Transportation Vehicle Drivers' Salary And Allowances:

1. Transportation Vehicle drivers shall be paid for actual hours worked.

F. Part-Time Employee Benefits:

1. The benefits for an employee who does not meet the requirements described in G.1. will be based on the categories and provisions of the benefit chart for part-time Transportation Vehicle drivers at the back of this contract in Appendix G.
2. Sick and Vacation Leave Accrual: Sick leave and vacation accruals for eligible Transportation Vehicle drivers shall be calculated on a prorated basis according to actual hours worked during the month including any time on paid leave of absence. Vacation leave shall be accrued based on the actual hours worked during each month not to exceed eight (8) hours per month except vacation accrual excess as provided for under Article X, Section A, Part 2 of this contract. Accrued vacation for Transportation Vehicle drivers shall be paid out twice per year on the variable payroll in December and July.
3. Any necessary sick leave and vacation adjustments to conform with actual annual straight time hours worked (non-overtime) will be made in June.

ARTICLE XVIII

MISCELLANEOUS

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

ARTICLE XIX

SAFETY COMMITTEE

- A. The District shall maintain a safe and healthy work environment and shall comply with all applicable State and Federal law.
- B. The District Safety Committee shall include three to seven (3-7) members appointed by the Union which represent grounds, maintenance, transportation, custodians and warehouse. The Chairperson of the committee shall be mutually selected, and shall schedule meetings of the committee. The committee shall meet at least once every month during the school year. The committee chairperson may convene an emergency meeting upon twenty-four (24) hours notice. Requests for other meetings shall be submitted to the Chairperson. No meeting during paid time shall exceed two (2) hours and no more than two (2) meetings shall be held in one (1) month.

- C. The committee members appointed by the Union shall be allowed release time for committee meetings. The Union may designate an additional member of the bargaining unit to meet with said committee relating to a specific health or safety matter within the bargaining unit.
- D. The Safety Committee shall develop safety guidelines, review accidents, make safety recommendations, and identify training needs for unit members.
- E. The District may appoint up to three (3) administrators to this committee.

ARTICLE XX

COMPLETION OF AGREEMENT SAVINGS CLAUSE

- A. This agreement shall not be effective until ratified by the Board and by the members of the Union and upon ratification shall remain in full force and effect without change, addition or amendment except as provided in C. below or elsewhere in this agreement from that date to June 30, 2018.
- B. The provisions of this agreement shall prevail over contradictory written policies and administrative regulations and state laws to the extent permitted by law.
- C. If any provision of this agreement or any application thereof to any employee is held by the final judgment of a court of competent jurisdiction, or a final, unappealed decision of the Public Employment Relations Board, to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such judgment or decision, but all other provisions or applications shall continue in full force and effect. The parties shall, within thirty (30) days after finality of the judgment or decision, meet for the purpose of negotiating a comparable substitute provision.

ARTICLE XXI

DISTRICT RIGHTS

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

ARTICLE XXII

EFFECT OF AGREEMENT

The terms and conditions set forth in this Agreement represent the full and complete understanding and agreement between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment executed in the same manner as this Agreement.

ARTICLE XXIII

DURATION


The term of this contract shall be from **July 1, 2015 through June 30, 2018**. In the final year of this agreement, each party may reopen two (2) article, in addition to salary and reopener otherwise provided for this agreement. In the event both parties agree on any other contract change, the change may be implemented immediately through a memorandum of understanding which shall become a part of this agreement.

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



CARL LUCHINI

Chapter President/Grounds Representative



RAHMAN OPEYANY

Chapter Vice President/Maintenance Representative



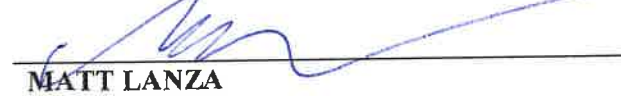
NELY OBLIGACION

SEIU Local 1021 – Field Director – Schools



JOHN STEAD-MENDEZ

SEIU Local 1021 – Executive Director



MATT LANZA

SEIU Local 1021 – Field Representative

San Ramon Valley Unified School District



SCOTT ANDERSON

Chief Business Officer



NANCY GAMACHE

Director, Classified Personnel



GARY BLACK

Assistant Superintendent

APPENDIX A
SALARY SCHEDULES

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
2015-2016 SEIU BARGAINING UNIT I Salary Schedule**

RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	16.91 2,929.55 35,155	17.76 3,076.03 36,912	18.65 3,229.83 38,758	19.58 3,391.32 40,696	20.56 3,560.89 42,731	21.59 3,738.93 44,867
2	17.76 3,076.03 36,912	18.65 3,229.83 38,758	19.58 3,391.32 40,696	20.56 3,560.89 42,731	21.59 3,738.93 44,867	22.67 3,925.88 47,111
3	18.65 3,229.83 38,758	19.58 3,391.32 40,696	20.56 3,560.89 42,731	21.59 3,738.93 44,867	22.67 3,925.88 47,111	23.80 4,122.17 49,466
4	19.58 3,391.32 40,696	20.56 3,560.89 42,731	21.59 3,738.93 44,867	22.67 3,925.88 47,111	23.80 4,122.17 49,466	24.99 4,328.28 51,939
5	20.56 3,560.89 42,731	21.59 3,738.93 44,867	22.67 3,925.88 47,111	23.80 4,122.17 49,466	24.99 4,328.28 51,939	26.24 4,544.69 54,536
6	21.59 3,738.93 44,867	22.67 3,925.88 47,111	23.80 4,122.17 49,466	24.99 4,328.28 51,939	26.24 4,544.69 54,536	27.55 4,771.92 57,263
7	22.67 3,925.88 47,111	23.80 4,122.17 49,466	24.99 4,328.28 51,939	26.24 4,544.69 54,536	27.55 4,771.92 57,263	28.93 5,010.52 60,126
8	23.80 4,122.17 49,466	24.99 4,328.28 51,939	26.24 4,544.69 54,536	27.55 4,771.92 57,263	28.93 5,010.52 60,126	30.38 5,261.05 63,133
9	24.99 4,328.28 51,939	26.24 4,544.69 54,536	27.55 4,771.92 57,263	28.93 5,010.52 60,126	30.38 5,261.05 63,133	31.90 5,524.10 66,289
10	26.24 4,544.69 54,536	27.55 4,771.92 57,263	28.93 5,010.52 60,126	30.38 5,261.05 63,133	31.90 5,524.10 66,289	33.50 5,800.31 69,604
11	27.55 4,771.92 57,263	28.93 5,010.52 60,126	30.38 5,261.05 63,133	31.90 5,524.10 66,289	33.50 5,800.31 69,604	35.18 6,090.33 73,084
12	28.93 5,010.52 60,126	30.38 5,261.05 63,133	31.90 5,524.10 66,289	33.50 5,800.31 69,604	35.18 6,090.33 73,084	36.94 6,394.85 76,738

Hourly rates are for less than 12 month employees only.

Longevity:

- * 1% of base salary after 8 years
- * 6% of base salary after 10 years
- * 8% of base salary after 15 years
- * 10% of base salary after 20 years
- * 12% of base salary after 25 years
- * Effective 7/1/12

Professional Growth:

- 5% of base salary after completing 9 semester units and 3 years of service
- 10% of base salary after additional 3 years of service and completion of additional 9 semester units
- 15% of base salary after additional 3 years of service and completion of additional 9 semester units
- *20% of base salary after additional 3 years of service and completion of additional 9 semester units
- *Units must be completed after 2/15/96

Increases: 95/6 = 4%, 95/6 = additional 1%, 96/7 = 5%, 97/8 = 5.25%, 98/9 = 4%, 99/0 = 3%, 00/1=10%, 01/02 = 1.13%, 7% retirement benefits, 02/03 = 1.33%, .67 retirement benefits, 03/04=0%, 04/05 = 1.44%, 2.06% post retirement benefits, 05/06 = 5%, 06/07 = 8.3%, 07/08=1.6%; 08/09 = 0%; 10/11=0% post retirement benefits (in lieu of 4 furlough days)
Revised 10/11 = .55% Effective 7/1/09; 11/12=.55% post retirement benefits; 12/13 = 4% one time payment; 13/14 = 4%; 14/15 = 2% % 2.38% (one-time);

**S.E.I.U. - BARGAINING UNIT I
CLASSIFIED SALARY RANGES**

RANGE	WAREHOUSE	GROUNDS	CUSTODIAL	MAINTENANCE	TRANSPORTATION
1				Maintenance Helper	
2		Grounds Worker		Maintenance Worker I	Transportation Vehicle Driver
3			Custodian		Bus Driver/Utility Worker Bus Driver/Trainer
4	Warehouse Worker/Delivery Driver	Grounds/Utility Worker	Lead Custodian (Elementary)	Maintenance Worker II	School Bus Driver
5			Head Custodian (Middle School)		
6		Heavy Equipment Operator		Preventive Maint. Tech. Refuse Collector/Truck Driver Maintenance Worker III	
7	Lead Warehouse Worker	Irrigation Specialist	Head Custodian (High School)		Transportation Dispatcher Bus Driver Instructor/Safety Officer
8					
9		Lead Groundskeeper		Maintenance Craftsperson Maintenance Craftsperson-Painter Maintenance Craftsperson-Plumber	Mechanic
10				HVAC-R Specialist Environmental Health & Safety Specialist	
11				Energy Management Systems Technician	Head Mechanic
12				Lead Maintenance/Craftsperson	

SEUJOBS

Revised 11/18/2015

BLANK PAGE LEFT INTENTIONALLY FOR PRINTING PURPOSES

APPENDIX B

DISCIPLINE GUIDELINES



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
699 Old Orchard Drive, Danville, California 94526
Human Resources
(925) 552-2923 • FAX (925) 552-5052

GUIDELINES FOR DISCIPLINARY ACTION INVOLVING CLASSIFIED EMPLOYEES
(Revised December 2002)

In most cases discipline will be progressive. That means the following sequence of disciplinary action will take place as they relate to the "causes" listed in the contract or the Education Code.

- A. Informal conference (employee has the option of including a witness or advisor of his/her choice).
- B. Formal conference with an employee organization representative present (shop steward, union field representative or representative of the employee's choice).
- C. A letter summarizing prior conferences and warning of possible disciplinary action for any further violations. A copy of this letter will be placed in the employee's personnel file.
- D. Suspension without pay/demotion/involuntary transfer or other disciplinary action short of dismissal.
- E. Recommendation for dismissal.

This sequence of progressive discipline action as indicated above will be used for:

- Excessive absence from work.
- Abuse of sick leave.
- Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public when on duty.
- Incompetence or inefficiency in the performance of duties.
- Repeated tardiness to work.
- Willful or persistent violation of the Education Code or the rules of the Governing Board.
- Failure to perform the essential functions of the position with or without reasonable accommodation.

Due to the severity of the offense, progressive discipline will start with a letter (C. above) when the following causes are involved:

- Unauthorized absence (failure to report to work without approval to be absent).
- Insubordination (including, but not limited to, refusal to do assigned work).
- Willful or persistent violation of policy or procedure where the health or safety of individuals may be endangered by such violations.



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
699 Old Orchard Drive, Danville, California 94526
Human Resources
(925) 552-2923 • FAX (925) 552-5052

GUIDELINES FOR DISCIPLINARY ACTION INVOLVING CLASSIFIED EMPLOYEES
(December 2002)

Page 2

A few situations are considered to be more serious causes for disciplinary action and will be dealt with as follows:

- Evidence of addiction to a controlled substance will result in a recommendation that the employee be placed on medical leave and asked to enroll in a treatment program. Failure to do so will result in documentation of the employee's performance as affected by the addiction which may lead to a recommendation for dismissal.
- Using a controlled substance or drinking alcoholic beverages during the workday will result in a recommendation for dismissal.
- Reporting to work under the influence of alcohol or other controlled substance will result in immediate suspension, referral for medical treatment and possible recommendation for dismissal if the offense is repeated.
- Dishonesty will result in a disciplinary letter warning of possible disciplinary action for any further violations. Beyond that, the level of discipline will be commensurate with the level of dishonesty. Theft in any form will result in a recommendation for dismissal.
- Falsifying any information supplied to the District will result in a letter warning of possible disciplinary action for any further violations. The level of other discipline will be commensurate with the effect of the false information on the District. False information provided at the time of first employment will result in dismissal during the probation period.
- Conviction of a felony or of any crime involving moral turpitude will result in immediate dismissal.
- Arrest for any felony will result in immediate recommendation for suspension until an investigation is conducted to determine further action.

Disorderly or immoral conduct will result in immediate suspension until the facts can be determined and appropriate disciplinary action can be recommended.

BLANK PAGE LEFT INTENTIONALLY FOR PRINTING PURPOSES

APPENDIX C

LIMITED DUTY GUIDELINES

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

699 Old Orchard Drive, Danville, CA 94526

LIMITED DUTY PROGRAM GUIDELINES FOR WORK RELATED INJURY OR ILLNESS

DEFINITION: Limited duty is temporary duty provided to a disabled employee who cannot perform his or her regular job duties for a specified period of time. The temporary assignment is provided while an individual is recuperating from a work incurred injury or illness. To be eligible for limited duty, it must be deemed by the treating doctor that the injured worker will be able to return to his/her usual and customary occupation within an identified period of time.

1. All limited duty assignments shall be approved in advance of beginning limited duty by the employee's immediate supervisor and the personnel administrator.
2. Limited duty assignments are approved for a period of approximately two weeks at a time. Additional limited duty assignments are granted based upon presentation of appropriate medical information indicating the employee is physically progressing toward return to normal duties.
3. Limited duty assignments shall be approved only if appropriate work is available and for that period of time as determined by the immediate supervisor and the personnel administrator. Nothing in these guidelines shall be construed as a guarantee of limited duty for any person.
4. All limited duty assignments shall be in accordance with a physician's written statement of ability to work. The written limited duty authorization from the treating physician shall be provided to the benefits analyst immediately by the injured worker.
5. Limited duty assignments may be made to duties outside of the employee's department and classification. The salary of an employee on assignment to another department under the limited duty program shall be borne by the employee's originating department.
6. The limited duty assignment may be terminated by the immediate supervisor and the personnel administrator at any time.
7. All employees who are absent due to work related injury or illness must return to work on a limited duty assignment when authorized by the treating doctor if the immediate supervisor and the personnel administrator determine appropriate limited duty is available.
8. No applicant for limited duty assignment will be discriminated against because of past work performance, age, physical handicap, or any other reason.

Employee Signature

Date

District Representative

Date

APPENDIX D

EMERGENCY CALL-OUT-LIST



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
699 Old Orchard Drive, Danville, California 94526
Human Resources
(925) 552-2923 • FAX (925) 552-5052

PROCEDURE FOR PLACEMENT ON THE EMERGENCY CALL-OUT LIST
(Revised March, 2008)

To be eligible for the emergency call-out list, an employee must be in the Maintenance or Grounds Department and fulfill the following conditions:

- a. Live within a 15 mile response time from the district boundaries.
- b. Possess a valid California driver's license.
- c. Worked in the department for at least twelve months.
- d. Must be able to perform typical tasks required of call-out personnel as outlined in the On-Call Manual.

Grounds for removal from the call-out list include:

- Not accepting call-outs, not being available for calls during nights or weekends, being unable to solve the call-out problems without help on a recurring basis within the same fiscal year. A third conference for unsatisfactory work on emergency call-outs may result in removal from the list. An employee may also be removed as a result of disciplinary action.

Only the top two individuals on the rotating posted call-out list shall be allowed to take a District vehicle home for use on the emergency call-outs during the month they are sequentially scheduled as the On-Call responder. This is by design in case the first responder is not available then the second person in the rotation will be called. In the rare event that the top two responders are not available, someone lower on the list will be called, and they will be paid mileage consistent with IRS reimbursement rates from their home of residence to the Service Center at 3280 East Crow Canyon Rd., San Ramon.

All Call-Out overtime will be reimbursed with a two (2) hour minimum or the actual overtime hours worked, whichever is greater. This rate is affective seven (7) days a week, including weekends and holidays. If an employee responds to a Call-Out and works less than the minimum two (2) hours and has an additional call whether at home or in the district during the same two (2) hour increment, no additional time will be reimbursed unless that time exceeds the minimum two (2) hour reimbursement. Then actual overtime hours will be reimbursed.

Those on the list shall rotate monthly by placing the name at the top of the list at the bottom and moving everyone else up one position. An employee on the call-out list is not authorized to accept an assignment while on vacation, or other type of leave, until the last night prior to return to work. An employee on the call-out list, who is off work due to an illness or injury, is not authorized to accept an assignment until the employee has actually returned to work for at least one day.

Only six (6) individuals will comprise the On-Call team. Each July 1 the 6 positions will be filled by bid and by seniority. Each July 1, the call-out list shall be opened to all maintenance and grounds employees who meet the qualifying conditions as noted in A-D above. The employees with the greatest seniority within the Maintenance or Grounds Departments who request placement on the list shall constitute the call-out list until the next July 1st. of the following year. In the event that anyone drops off the list during the fiscal year, the position shall be opened and the most senior qualified applicant from the Maintenance and Grounds Department may bid and be added as the replacement until next July 1.

APPENDIX E

DRIVER'S LICENSE
REQUIREMENTS



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
699 Old Orchard Drive, Danville, California 94526
Human Resources
(925) 552-2923 • FAX (925) 552-5052

AGREEMENT BETWEEN
UNITED PUBLIC EMPLOYEES LOCAL 1021 (SEIU) AND
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
RE: DRIVER'S LICENSE REQUIREMENTS

The District and the Union agree that Unit job descriptions should be modified to add a "Minimum Qualifications" category which shall include those items which had been listed as "Desirable Qualifications" which in practice have been minimum qualifications such as: To understand and carry out verbal and written instructions; To work cooperatively with other employees and school officials and also shall include as a minimum qualification, "Possession of an appropriate California driver's license" in the following job descriptions:

TITLE	LICENSE CLASSIFICATION. REQUIRED	TITLE	LICENSE CLASS. REQUIRED
Delivery Driver	C	Maintenance Helper	C
Lead Warehouse Worker	C	Preventative Maintenance	C
Grounds Worker	C	Heating & Air Cond. Spec.	C
Grounds/Utility Worker	C	Environmental H & Safety	B* & C
Irrigation Specialist	C	Bus Driver	B* & C
Heavy Equip. Operator	A & C	Bus Driver/Utility Worker	B* & C
Custodian	C	Bus Driver/Trainer	B* & C
Lead Custodian	C	Bus Dispatcher/Coord.	B* & C
Mid. School Head Custodian	C	Head Mechanic	B* & C
H.S. Head Custodian	C		
Garbage Truck Driver	A & C		

* *With passenger endorsement/ "s" endorsement*

Exceptions may be granted on an individual basis. Employees may request a copy of their DMV Pull Notice from the District.

 United Public Employees Local 790 (SEIU)

 Date

 San Ramon Valley Unified School District

 Date

APPENDIX F

RECLASSIFICATION FORMS

**San Ramon Valley Unified School District
INITIAL REQUEST FOR RECLASSIFICATION**

Service Employees International Union, Local 1021, Unit I (SEIU)
California School Employees Association, Chapter 65, Unit II and III (CSEA)

By September 30: Initial request for reclassification must be submitted in writing to the evaluating supervisor and CSEA/SEIU, with a copy to the Human Resources Department.

By October 30: Conference must be held between supervisor and requesting employee.

By November 15: This form must be submitted to CSEA/SEIU and a copy to Human Resources.

Name	Date
Work Site	Date started in present position
Present Classification	Salary Range
Proposed Classification and Range	

INITIATING EMPLOYEE

Identify and list those job duties and responsibilities which are inconsistent with the current job classification and description. (Attach supplementary pages and/or information as appropriate.)

Initiating Employee Signature _____ Date _____

SUPERVISOR

Identify and list job duties and responsibilities which are inconsistent with the current job classification and description. Indicate if any inconsistent job duties were required by you or assumed voluntarily by the employee. (Attach supplementary pages and/or information as appropriate.)

Supervisor's signature _____ Date _____

Request received in Human Resources	By (Name)	Date
-------------------------------------	-----------	------

San Ramon Valley Unified School District
RECLASSIFICATION PANEL RECOMMENDATION FORM

Service Employees International Union, Local 1021, Unit I (SEIU)
California School Employees Association, Chapter 65, Unit II and III (CSEA)

--	--	--

Please Print: District Appointee

SEIU/CSEA Appointee

Third Party Neutral

--	--

Initiating Employee Name

Present Classification/Range

Recommendation for reclassification is: approved denied
If approved, to what classification/range:

--

Other recommendations:

--

Supporting reasons for approval/disapproval and recommendation:

Review Panel Signatures:

--	--	--

District Appointee

SEIU/CSEA Appointee

Third Party Neutral

Board of Education Action Date: _____

Action: approved denied

BLANK PAGE LEFT INTENTIONALLY FOR PRINTING PURPOSES

APPENDIX G

PART-TIME BUS DRIVERS

PART-TIME BUS DRIVERS
Leave / Benefit Credit for Additional Hours Above Assigned FTE

Sample Duties	SL/Vac Leave Credit	Regular FTE Hours Increased After 20 Consecutive Days	If 20 or More Consecutive Days of Increased Hours, Credit for H&W Benefits for Equivalent Period of Time
	(A)	(B)	(C)
1 Substitute for employee on paid leave (vacation, sick leave, etc.)	No, See Note #3	No	No
2 Substitute for employee on unpaid leave (not on payroll or benefits)	Yes, See Note #3	No	Yes, ends at the conclusion of the unpaid leave. See Note #2
3 Assigned extra hours above bid hours doing department work (example: bus washing)	Yes, See Note #3	No	Yes See Note #2
4 Assigned extra hours above bid hours on designated bid route (example: stops added to regular route)	Yes	Yes, through the end of bid period XVI. B. 5.	Yes
5 Assigned to work in a vacancy	Yes, See Note #3	No	Yes, ends at the conclusion of the assignment to the vacancy - see Note #2
6 Summer Assignment	Yes	No	No

Notes:

1. When a driver successfully bids on a route with higher hours, FTE increase will result in higher paid leave accrual and health and welfare benefits.
2. If a six-hour employee works 8 hours for 21 days (must be 20 or more days), and H&W benefits are worth \$500 per month for this employee, then:

(1 month = 22 days)
 $21/22 = 0.95$ month
 $2/8 = .250$ FTE
 $(0.95 \times .250) = 0.2375$ prorated FTE
 $0.2375 \times \$500 = \118.75 credit towards H&W

Normal month:
District pays: 0.750 FTE = \$375
Employee pays: 0.250 FTE = \$125

An employee who has been employed thirty (30) hours or more for more than three (3) consecutive years without a voluntary break in service longer than ten (10) working days (excluding medical, maternity or military leaves) and is in paid status the minimum required hours of sick (6) hours or more per day and thirty (30) hours per week shall be considered full time for the purpose of health and welfare benefits coverage.

The benefits for an employee who does not meet the requirements described in # 3, above, will be based on the categories and provisions of this benefit chart for part-time drivers.

APPENDIX H

SRVUSD RETIRED EMPLOYEES BENEFIT TRUST

**SAN RAMON VALLEY RETIRED EMPLOYEE
BENEFIT PLAN AND TRUST
FOR
SEIU EMPLOYEES**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE I - DEFINITIONS	3
ARTICLE II - PURPOSE OF THE PLAN AND TRUST	3
ARTICLE III - EMPLOYEE CONTRIBUTIONS TO THE FUND	4
ARTICLE IV - BENEFITS	4
ARTICLE V - BOARD OF DIRECTORS	5
ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS	6
ARTICLE VII - PROCEDURE OF BOARD OF DIRECTORS	8
ARTICLE VIII - GENERAL PROVISIONS APPLICABLE TO DIRECTORS	9
ARTICLE IX - ARBITRATION	9
ARTICLE X - GENERAL PROVISIONS	10
ARTICLE XI - DUAL ENTITLEMENTS	11
ARTICLE XII - AMENDMENT, MERGER AND TERMINATION	11
ARTICLE XIII - SEVERABILITY AND WAIVER	11
ARTICLE XIV - INDEPENDENT ADVICE OF COUNSEL AND INTEGRATION	12
EXECUTION	12
SIGNATURES	13
APPENDIX A	14
APPENDIX B	15

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
RETIRED EMPLOYEES
BENEFIT PLAN AND TRUST
FOR MEMBERS OF SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 790 EMPLOYEES

(AMENDED AND RESTATED EFFECTIVE JULY 1, 2004)

The Service Employees International Union, Local 790 ("SEIU") and the San Ramon Valley Unified School District adopted and established the San Ramon Valley Retired Employee Health and Welfare Benefit Fund ("Fund") in the 1991-1992 school year to provide health benefits to certain retired employees of the District who were members of the SEIU bargaining unit. The parties hereby adopt this plan to administer the Fund effective July 1, 2004, except as otherwise indicated, establish the "San Ramon Valley Retired Employees Health Benefit Plan and Trust for SEIU Employees" (the "Plan").

The Plan is intended to be a governmental plan that is exempt from the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA").

ARTICLE I – DEFINITIONS

- 1.1 "Agreements" means the agreements between SEIU and the District, and any extensions, amendments, modifications, or renewals of the agreements, or any successor agreements that provide for participation in this Plan.
- 1.2 "Benefits" means the post-retirement health benefits paid to or on behalf of a Participant described in Article IV of this agreement.
- 1.3 "Board" means the Board of Directors of the Plan, appointed under Article V of this agreement.
- 1.4 "District" means the San Ramon Valley Unified School District.
- 1.5 "Director" means a member of the Board appointed pursuant to Section 5.1 of this agreement.
- 1.6 "Employee" means each individual included in the employee units as described in the Agreement at the time of his or her Retirement.
- 1.7 "SEIU" means Service Employees International Union, Local 790.
- 1.8 "Participant" means an Employee who has satisfied the requirements in Section 4.1 to receive Benefits from the Plan.
- 1.9 "Plan" means the San Ramon Valley Retired Employees Health Benefit Plan and Trust for SEIU Employees, as amended from time to time.
- 1.10 "Plan Year" means the period from January 1 to December 31.
- 1.11 "Retiree" is defined as an individual who retires from the District under the provisions required by STRS/PERS and is receiving retirement benefits from the California State Teachers Retirement System (STRS) or the California Public Employees Retirement System (PERS).
- 1.12 "Trust" means the trust fund created and established to hold the assets of the Plan.

ARTICLE II - PURPOSE OF THE PLAN AND TRUST

2.1 The Plan has been established for the sole purpose of providing Benefits to Participants and paying Plan expenses. Neither the District, SEIU, nor any Employee, nor any other person shall have any right, title, or interest in the Plan or Trust other than as specifically provided in the Plan, and no part of the Trust shall revert to the District or SEIU. The Plan shall not be liable for or subject to the debts, contracts, or liabilities of the District, SEIU, or any Employee. No part of the Trust, nor any Benefits payable under the Plan, shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by any person.

2.2 Neither the District, SEIU, nor any officer, agent, or employee of the District or SEIU shall be under any liability to the Plan, except to the extent that contributions are required to be made to the Plan, or to the extent an individual may incur liability as a Director as a result of their own negligence. The liability of the District to the Plan shall be limited to the contributions required by the Agreement.

2.3 Neither the District, SEIU, nor any Employee shall be liable or responsible for any debts, liabilities, or obligations of any kind or nature of the Plan, the Board or the Directors.

ARTICLE III - EMPLOYEE CONTRIBUTIONS TO THE PLAN

3.1 All Post-retirement Benefits shall be financed entirely by employee contributions to the trust.

3.2 The pre-funding rate is determined by an actuarial study, completed periodically in accordance with generally accepted accounting principles for state and local governments related to retiree benefits. The actuarial study defines the percentage of employee payroll necessary to fund the benefit promise. The salary schedule shall be adjusted each year by any changes in the pre-funding rate.

3.3 Contributions to the Plan shall be calculated mid May for the current fiscal year. This amount shall be based on the annualized salaries for SEIU bargaining unit members as of the calculation date. See Appendix B for calculation. That amount shall be then transferred from the General Fund into the "Retiree Employee Benefit Plan and Trust" for each individual employee group no later than June 30th of the current fiscal year.

ARTICLE IV - BENEFITS

4.1 The following unit members are eligible for retirement benefits if they fall under the definition of retiree as described above and under the applicable agreement between the District and SEIU that applies to the unit members eligibility for retirement benefits. This retirement benefit shall continue only for the lifetime of the retired bargaining unit members and shall not inure to their heirs, successors or assigns. The following conditions shall occur as a condition precedent for participation:

- 4.1.a. Retirement 7/2/86 through 6/30/88: For employees who retire after 7/1/86 but before 7/1/88, the District shall contribute an amount equal to Kaiser single party medical coverage per month toward medical benefits, from age 55 to 65, after ten (10) years of continuous full-time service immediately prior to retirement. The District shall contribute a pro rata amount toward medical benefits from age 55 to 65 for part-time employees who have been employed four (4) hours or more per day, after ten (10) years of continuous service immediately prior to retirement.

4.1.b. Retirement After 6/30/88: For employees who retire from the District on or after 7/1/88, the District shall, in addition to G.1. above, provide an amount equal to the current cost of Kaiser Medicare eligible coverage (not Kaiser Senior Advantage rate) for employees after age 65 who have been employed for ten (10) years of continuous service immediately prior to retirement. This coverage shall be provided by the District with the Agreement of the Union that any cost containment savings recommended by the Benefits Study Committee will be used to offset the additional cost and that the cost shall be prefunded by the District by setting aside current dollars for active employees on an actuarial basis. Employees have contributed to pre-funding of post-retirement benefits at an actuarially determined percentage of salary. In the event that future actuarial studies indicate a change in the prefunding percent of salary monies set aside by the District, the District and Union will meet to negotiate.

4.1.c. Retiree Life Insurance: Bargaining unit members may direct their benefit amount under this Article to pay for medical, dental, vision, or life insurance coverage upon retirement. These employees may continue life insurance into retirement. Life insurance coverage must be continuous and may be purchased at either \$25,000 or \$50,000 term life coverage level.

4.1.d. Employees termination or cease employment with the District irrespective of reason without satisfying all of the requirements for Retirement shall not be entitled to Benefits.

4.2 The actual Benefit amount shall be set forth in Appendix A to the Plan each year.

4.3 The Trust contribution may be applied toward medical, dental, vision or life insurance coverage as permitted by each carrier. The Retiree must make adequate arrangements for reimbursement to the Trust for monthly premium amounts exceeding the Trust contribution.

ARTICLE V - BOARD OF DIRECTORS

5.1 The Plan shall be administered by a Board of Directors which shall consist of five Directors. Two Directors shall be appointed by written designation by the District and shall represent Human Resources and Business Services. Two Directors shall be appointed by written designation by SEIU and one Director shall be jointly appointed by SEIU and the District.

5.2 The Directors shall select two Co-Chairs of the Board to serve for a term of two years or any other period the Directors shall determine.

5.3 Each Director shall serve a term limit of five (5) years and may be reappointed by the District or SEIU.

5.4 A Director may resign at any time by serving a 30-day written notice of such resignation, upon the Co-Chairs of the Board.

5.5 Any Director may be removed from the office at any time for any reason by an instrument in writing signed by the Director's appointing organization and served on the Director concerned and the Co-Chairs of the Board. If one Co-Chair is removed, the notice will be served on the other Co-Chair of the Board.

5.6 If any Director dies, resigns, or is removed from office, a successor Director shall be promptly designated in writing by the organization appointing the Director.

5.7 No vacancy or vacancies in the offices of the directors shall impair the power of the remaining Directors to administer the Plan.

5.8 The Directors shall not be compensated for their services by the Plan. Actual expenses incurred in connection with the performance of their official duties as Directors, as authorized by the Board will be reimbursed by the appointing organization.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 The Board shall have the power and duty to administer the Plan and Trust.

6.2 The Board shall enter into an agreement with a custodian or custodians for the purpose of receiving, holding, and disbursing the assets of the Plan.

6.3 The Board shall have power to demand and enforce the prompt payment of contributions to the Plan and delinquent payments and interest as provided in Section 3.3. If the Board files any suit or claim with respect to delinquent contributions, the Board and/or Plan shall be entitled to recover reasonable attorneys' fees, court costs, and all other reasonable expenses for the collection action if it is adjudged to be the prevailing party. This attorney fee provision shall not apply to any suit or claim as against the District.

6.4 The Board shall have the power and authority:

6.4.a. To pay or provide for the payment of all reasonable and necessary expenses of the Plan.

6.4.b. To pay Benefits in accordance with the terms of the Plan.

6.4.c. To establish and accumulate such reserve funds as the Board, in its sole discretion, deems necessary and desirable for the proper operation of the Plan.

6.4.d. To pay or provide for the payment of premiums on the contracts of policies of insurance or fees on service provider agreements entered into by the Board on behalf of the Plan.

- 6.4.e. To compromise, settle, or release claims or demands in favor of or against the fund on such terms and conditions as the Board may deem desirable subject to the requirements of the Plan.
- 6.4.f. To adopt rules and regulations for the administration of the Plan which are not inconsistent with the terms of the Plan.
- 6.4.g. The power and authority, in its sole discretion, to invest and reinvest funds that are not necessary for current expenditures or liquid reserves, as it may from time to time determine, in legal investments per Government Code Section 53601. The Board may sell, exchange, or otherwise dispose of such investments at any time and from time to time.
- 6.4.h. The authority, in its discretion, to allocate to a committee any duties and responsibilities to invest and reinvest such Plan assets as it shall specify in such allocation.
- 6.4.i. The power and authority to appoint one or more investment managers who shall be responsible for the management, acquisition, disposition, investing, and reinvesting of such of the assets of the Plan as the Board shall specify. Any such appointment may be terminated for any reason at any time by the Board upon written notice. The fees of such investment manager, to the extent permitted by law, shall be paid out of the Trust.
- 6.4.j. The authority to adopt appropriate investment policies or guidelines.
- 6.4.k. The authority and discretion to construe and interpret the terms of the Plan.

6.5 The Board may allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board, and it may delegate such responsibilities and duties to other individuals as it may deem appropriate or necessary in its sole discretion.

6.6 The Board may employ or contract for the services of an individual, firm, or corporation, to be known as the "Plan Manager," who shall, under the direction of the Board or under the direction of any appropriate committee of the Board, administer the Plan, coordinate and administer the accounting, bookkeeping, and clerical services, prepare all necessary reports and other documents and perform such other duties and furnish such other services as may be assigned, delegated, or directed or as may be contracted by or on behalf of the Board. The Plan Manager shall be the custodian of all documents and other records of the Board.

6.7 The Directors and employees of the District and/or the Trust who handle the assets of the Plan shall be bonded in such amounts as the Board deems reasonable, in compliance with any applicable state law. The cost of such bonds shall be paid for by the Plan.

6.8 The Directors shall obtain insurance, to the extent permitted by law, in amounts so determined by the Directors, to insure themselves, the Plan, the District or agents of the Directors and of the Plan, (1) with respect to liability as a result of acts, errors, or omissions of such Director or Directors, employees or agents, (2) with respect to injuries received or property

damage suffered by them; and, (3) dishonest acts, including theft and embezzlement. The cost of the premiums for such policies of insurance shall be paid for by the Plan. The minimum amount of insurance coverage, however, shall not be less than \$_____ per occurrence. Said insurance shall remain in place during the entirety of the Plan.

6.9 The Board shall be entitled, at any time, to have judicial settlement of its accounts and to seek judicial protection by any action or proceeding it determines necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction the Plan or for instructions as to any action thereunder and as to any question relating to the discharge of its duties and obligations under the Plan. Any such determination, decision, or judgment shall be binding upon all parties to, or claiming under, this Plan.

6.10 The Board shall maintain or have maintained suitable and adequate records of and for the administration of the Plan. The Board may require the District, any Employee, or any other beneficiary under the Plan to submit any information reasonably relevant to the Plan's administration. Upon request in writing from the Board, the District will permit a certified public accountant selected by the Board to enter upon the premises of the District during business hours, at reasonable time or times, and to examine any copy such public books, records, papers, or reports of such District as may be necessary to determine whether the District is making full and prompt payment of all sums required to be paid by it to the Plan. Furthermore, the Board shall subject the Plan to the regular annual audit of the District consistent with generally accepted auditing principles for governmental agencies. Any District expense or cost so to assist or participate in the audit shall be paid for, if so requested by the District, by the Plan.

ARTICLE VII - PROCEDURE OF BOARD OF DIRECTORS

7.1 The Board shall hold at least one meeting each Plan Year and may hold other meetings at its discretion. Either Co-Chair, or any two members of the Board, may call a special meeting of the Board by giving written notice to all Directors of the time and place of such meeting at least 7 days before the date set for the meeting.

7.2 The Board shall appoint a secretary and additional assistants, if necessary, who shall keep minutes or records of all meetings, proceedings, and acts of the Board.

7.3 A quorum shall consist of three Directors, including at least one appointed by SEIU and one appointed by the District.

7.4 The Board shall not take any action or make any decisions on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Plan except upon the vote of the Directors at a meeting of the Board duly called or except by the signed concurrence of all Directors without a meeting, as provided in Section 7.6.

7.5 All fiscal decisions require an affirmative vote from four Directors to pass. All other decisions may be passed by a simple majority vote.

7.6 Upon any matter that may properly come before the Board, the Board may act without a meeting provided such action has the written concurrence of all the Directors.

ARTICLE VIII - GENERAL PROVISIONS APPLICABLE TO DIRECTORS

8.1 The duties, responsibilities and liabilities of any Director under the Plan shall be determined solely by the express provisions of the Plan, and no further duties, responsibilities or liabilities shall be implied or imposed.

8.2 The Directors, to the extent permitted by applicable law, shall incur no liability in acting upon any paper or document believed by them to be genuine and to contain a true statement of facts and to be signed by the proper person. Any Director, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been signed by a majority of the Directors as conclusive evidence of the fact that a majority of the Directors have taken the action stated to have been taken in such instrument.

8.3 Neither the District nor SEIU shall be liable in any way for any of the obligations, acts, or omissions of a Director merely because the Director is in any way associated with the District or SEIU.

8.4 The name of the Plan may be used to designate the Directors collectively, and all instruments may be executed by the Board in the name of the Plan, by signature of the one Director appointed by SEIU and one Director appointed by the District who are authorized to sign various documents and instruments under Article VI.

8.5 In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made under the Plan, the Board may withhold payment pending an adjudication of the question or dispute, satisfactory to the Board, or until the Board has been fully protected against loss by means of such indemnification agreement or bond as the Board, in its sole judgment, determines to be adequate.

ARTICLE IX - ARBITRATION

9.1 In the event that the directors deadlock or fail to take action on any matter arising in connection with the administration of the Plan, the Directors shall, within ten days after a written request is served upon the Co-Chair by any Director, agree upon a neutral person to serve as an arbitrator to decide the dispute. An arbitrator shall be chosen from a list of five arbitrators from the American Arbitration Association or comparable group. The District and the SEIU Directors shall each alternatively strike one name until four names have been eliminated, and the person whose name remains shall be the arbitrator.

9.2 The decision of the arbitrator shall be final and binding upon the Directors, the parties, the Employees and beneficiaries of the Plan. In making his or her decision, the arbitrator shall be

bound by the provisions of the Plan and shall have no authority to alter or amend the terms of any thereof.

9.3 In the event the Directors are unable to agree on an arbitrator within 30 days, either the District or SEIU Directors may petition the Superior Court for the State of California, County of Contra Costa, for appointment of an arbitrator, as provided in California Code of Civil Procedure, Section 128.1 *et seq.*

9.4 The reasonable expenses of any such arbitration, including any necessary court proceedings to secure the appointment of an arbitrator or the enforcement of the arbitration award (excluding the fees and expenses of witnesses who are not employees of the District, called by the parties and the cost of any attorneys other than the attorneys for the Plan), shall be a proper charge against the Trust. No expenses shall be deemed reasonable under this section unless approved by the Board.

ARTICLE X - GENERAL PROVISIONS

10.1 The rights and duties of all parties, including the District and SEIU Employees and Directors, shall be governed by the provisions of the Plan.

10.2 No employee or other beneficiary shall have any right or claim to benefits under the Plan except as specified herein. The Directors shall establish and maintain a reasonable claims procedure concerning claims for Benefits. To the extent that health benefits are provided or administered by an insurance company, or other similar organization, which is subject to regulation under the insurance laws of one or more states, any dispute as to eligibility, type, amount, or duration of benefit shall be resolved by the appropriate insurance carrier or other organization under and pursuant to the policy or contract, and the employee or other beneficiary shall have no right or claim with respect thereto against the Plan or any of the Directors. Neither the District, SEIU nor any of the Directors shall be liable for the failure or omission for any reason to pay Benefits under the Plan.

10.3 If any provision of the Plan, the rules and regulations made pursuant thereto, or any step in the administration of the Plan is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Plan unless such illegality or invalidity prevents, or in substantial degree unfavorably affects, accomplishment of the objectives and purposes of the Plan.

10.4 Except to the extent necessary for the proper administration of the Plan or as required under one or both Agreements, all books, records, papers, reports, documents, or other information obtained with respect to the fund or the Plan shall be confidential and shall not be made public or used for any other purpose than the information of an action by the Board. Nothing in this section shall prohibit the preparation and publication of statistical data and summary reports with respect to the operations of the Plan.

ARTICLE XI - DUAL ENTITLEMENTS

11.1 Notwithstanding any other provision of the Plan, the following provisions shall apply in the case of a couple in which one Spouse or Domestic Partner is an eligible Employee under the Plan, and the other Spouse or Domestic Partner is either an eligible Employee under this Plan or an employee of the District who is entitled to retiree health benefits under another Plan to which the District contributes, or pursuant to a contract with the District.

11.2 If each Spouse or Domestic Partner is an eligible Employee each Employee is eligible for participation in the Plan as defined by Article IV.

11.3 If one Spouse or Domestic Partner is an eligible Employee and one Spouse or Domestic Partner is entitled to retiree health coverage under another Plan to which the District contributes, each Employee is eligible for participation under the their Plan as defined by the Trust Agreement under which that employee is covered.

11.4 If one Spouse or Domestic Partner is an eligible employee and one Spouse or Domestic Partner is currently under contract with the District:

11.4.a. The eligible Employee is entitled to participate in their Plan as defined by the Trust Agreement under which that employee is covered.

11.4.b. If, upon STRS/PERS retirement from the District, the Spouse or Domestic Partner is eligible, he/she shall be entitled to participate in their Plan as defined by the Trust Agreement under which that employee is covered.

ARTICLE XII - AMENDMENT, MERGER AND TERMINATION

12.1 The provisions of the Plan may be amended or modified from time to time by the by resolution of the Board.

12.2 If the Plan is terminated, all assets of the Plan remaining after all administrative expenses have been paid will be used for the benefit of SEIU Employees, regular and retired, in a manner determined by the Board.

ARTICLE XIII-SEVERALABILITY AND WAIVIER

13.1 Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

13.2 None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.

ARTICLE XIV-INDEPENDENT ADVICE OF COUNSEL AND INTEGRATION

14.1 Each and every party to this Agreement has secured their own independent review of this Agreement, its terms and conditions, by their own counsel and tax consultants. The execution of this Agreement does NOT create any reliance or duty by any attorney or consultant except as to their retained client. Each party to this Agreement has used its own independent judgment as to its validity, meaning and legality.

14.2 This document sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. There are no covenants, promises or obligations between the parties either in oral or in writing outside this fully integrated Agreement. This Agreement may be modified only as provided in this Agreement.

EXECUTED on _____

**SAN RAMON VALLEY RETIRED EMPLOYEE BENEFIT PLAN AND TRUST
FOR
SEIU EMPLOYEES**

(Signed)

SEIU Director

NAME

(Signed)

SEIU Director

NAME

(Signed)

SEIU Director

NAME

(Signed)

DISTRICT Director

NAME

(Signed)

DISTRICT Director

NAME

DATE

P:\benefits/benefitstrust.seiu

**SAN RAMON VALLEY RETIRED EMPLOYEE BENEFIT PLAN AND TRUST
FOR
SEIU EMPLOYEES**

APPENDIX A

During the 2004-2005 school year, full time eligible SEIU employees ages 55 to 65 shall receive \$387.39, ages 65+ \$387.19. Part time eligible employees shall receive a pro rata amount.

Effective July 1, 2006, full time eligible SEIU employees ages 55 to 65 shall receive \$387.39 per month, increased annually by the Consumer Price Index for All Urban Consumers for San Francisco-Oakland.

**SAN RAMON VALLEY RETIRED EMPLOYEE BENEFIT PLAN AND TRUST
FOR
SEIU EMPLOYEES**

APPENDIX B

Retiree Benefit Transfer Process

