

Tentative Agreement Between Albany Unified School District and SEIU, Local 1021

Albany Unified School District ("District") and SEIU, Local 1021 ("SEIU") hereby enter into this tentative agreement for the 2022-2025 collective bargaining agreement.

ARTICLE 1: AGREEMENT

THIS AGREEMENT is entered into, ~~hereinafter referred to as the "agreement is entered into this 8<sup>th</sup> day of February 2018~~ by and between the ALBANY UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "District," and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, hereinafter referred to as "Organization."

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

SEIU

[Signature] 12/8/22  
Name Date

[Signature] 11/8/22  
Name Date

    
Name Date

ALBANY UNIFIED SCHOOL DISTRICT

[Signature] 12/8/22  
Name Date

## ARTICLE 8: WAGES

[Current contract language except as follows:]

### 1. Wages ~~2017-18~~

For the duration of this contract, the District agrees to provide an overall compensation percentage rate increase equal to the greatest overall percentage rate raise, bonus, or any other form of monetary compensation granted to any recognized collective bargaining unit within the Albany Unified School District. However, any portion of a raise, bonus or compensation provided to another District bargaining unit as a direct result of the bargaining unit relinquishing an already existing benefit or right shall be excluded from this "me-too" calculation.

Pursuant to the paragraph above, a nine and a half percent (9.5%) salary increase shall be applied to all steps and columns of the 2021-2022 salary schedule for the 2022-2023 year effective July 1, 2022. In addition, there is an understanding by both parties, the cost of health and welfare benefits, for 2022-2023, is equivalent to approximately an additional one and one tenths percent (1.1%) increase in compensation. This is equivalent to ten and six tenths percent (10.6%) increase in total compensation.

~~A two percent (2%) salary increase shall be applied to all steps and columns of the salary schedule for 2016-17, Exhibits B effective July 1, 2017. The retro payment will be paid within 45 days of board approval.~~

### 7. State Disability Insurance

The employees covered by this Agreement will pay their own disability insurance premiums which will be deducted directly from the employee's paycheck. Disability insurance benefits will be integrated with employee's accumulated sick leave. The District shall meet and confer with SEIU prior to changing the disability insurance administrator.

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

*Handwritten signatures and dates:*  
12/18/22  
12/18/22

## ARTICLE 11: RETIREE BENEFITS

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

Upon attaining the age of sixty (60), a retiring employee who has served the previous fifteen (15) years in the District and is participating in the District's health program shall be eligible to participate in the District's health benefit program of his/her choice. The district shall provide the same coverage for the spouse of the retiree until coverage for the retiree ceases. The District will contribute 100% of the premium for the health, dental, and vision benefits for retiree and spouse. Provided, however, for the employee who was working less than full-term at his/her retirement from the District, the District will contribute 100% of the monthly amount that is prorated according to the average amount of time that the employee was working during the last three (3) years prior to retirement or according to the amount of time worked the last year, which ever is greater.

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

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

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

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

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

~~For employees hired on or after January 1, 2005, the district contribution for retiree health benefits shall be \$400.00. The \$400.00 cap is inclusive of any District paid CALPERS~~

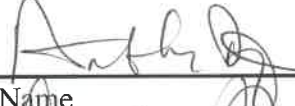
~~contribution. If any District bargaining unit negotiates further reductions in retiree medical benefits, SEIU, Local 1021 agrees to reopen negotiations regarding Retiree Benefits.~~


### PERS Enhancement

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

SEIU

ALBANY UNIFIED SCHOOL DISTRICT

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## ARTICLE 12: HOLIDAYS

[Current contract language except as follows:]

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

Independence Day

Labor Day

Admission Day

Veteran's Day

Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Martin Luther King Jr. Day

Lincoln's Birthday

Washington's Birthday


Memorial Day

Juneteenth

Two Board Holidays

SEIU

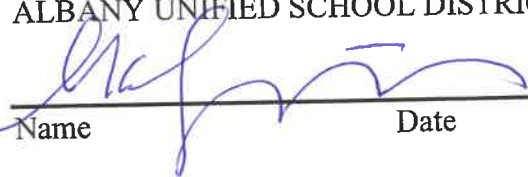
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ALBANY UNIFIED SCHOOL DISTRICT

  
Name Date

## ARTICLE 14: LEAVES

[Current contract language except as follows:]

### 1. Bereavement Leave.

- a. The District agrees to grant five (5) days of paid leave of absence to an employee for the following:
  - i Death of employee's spouse, child, mother, or father;
  - ii Death of an immediate family members if out-of-state travel or if travel is in excess of 350 miles one way.
- b. The District agrees to grant three (3) days of paid leave of absence to an employee in the event of the death of other immediate family members if travel is 350 miles or less one way.
- c. Members of the immediate family are defined as the grandmother, grandfather, grandchild, aunt, uncle, son-in-law, daughter-in-law, sister, sister-in-law, brother, and brother-in-law of the employee or spouse/domestic partner; the parents of the employee's spouse/domestic partner; and any other person living in the immediate household.
- i. To qualify as a "domestic partner," an individual must meet all the requirements of Family Code section 297.
- d. One (1) day bereavement leave shall be granted in the event of the death of a close personal friend.

~~Employees shall be granted three (3) days off with pay to attend funerals for members of their immediate family as defined in the Education Code. Five (5) days will be allowed if the funeral is over 350 miles away.~~

### 4. Convention Leave

The District authorizes SEIU to send one (1) member as a delegate to its Annual five day convention. The District will grant the employee up to five (5) days paid leave of absence for such purpose which SEIU shall reimburse.

### 5. General Elections

On the date when a state-wide election is being held, employees are encouraged to vote other than during regular working hours. However, if that is not possible, employees shall be entitled to time off in accordance with Section 14350 of the Elections Code.

### 7. Paternity/Adoption/Non-Birthing Parent Leave

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

A unit member may request a leave of absence for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave"), as follows:

a. To take paid parental leave, a member must exhaust his or her sick leave.

1. When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave in accordance with Education Code section 44977.5, the unit member shall then receive differential pay no less than 50% of his/her regular salary up to the 12 workweeks of parental leave. Parental leave may be taken intermittently consistent with the CFRA and its implementing regulations. The aggregate amount of parental leave must not exceed 12 workweeks in a 12 month period.

2. A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave in accordance with AB 375 Parental Leave.

3. If a unit member seeks to take parental leave, under Education Code section 44977.5, but has not exhausted all available sick leave, the unit member may use sick leave for parental leave purposes without the need of a doctor's note.

4. If a member does not want to exhaust sick leave, the member may take unpaid leave under CFRA.

5. Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the Family Care Leave provisions of CFRA, so long as the unit member qualifies for such leave. Such leave shall be deducted from the Child Rearing Leave permitted under Subsection 8 above.

6. If a unit member has exhausted the 12-week period of parental leave paid at differential pay, as set forth above, and seeks to continue such parental leave, the unit member may request an additional unpaid leave of absence for Child Rearing as provided in Subsection 8.

#### 15. School Activity Leave

Employee shall be entitled to School Activity Leave in accordance with Section 230.8 of the Labor Code. Employees who are parents, guardians or grandparents of children in grades TK through grade 12 may take up to forty (40) hours per school year, not to exceed eight hours in any calendar month to participate in the school activities of any child.

Prior to taking off, employee shall provide reasonable notice, defined as not less than five work days.

Time taken under this article shall be without pay, except that accrued vacation time, personal necessity, or compensatory time may be used.

At the sole discretion of the District, an employee may be required to provide written documentation from the school that the parent participated in school activities on a specific date and at a particular time.

SEIU

ALBANY UNIFIED SCHOOL DISTRICT

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Date

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Date

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Date

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## ARTICLE 16: EVALUATIONS

[Current contract language except as follows:]

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


SEIU

 12/8/22

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Date

ALBANY UNIFIED SCHOOL DISTRICT

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Date

 11/8/22

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Date

Name

Date

## ARTICLE 17: DISCIPLINARY ACTION

[Current contract language except as follows:]

### 1. Disciplinary Procedure


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


- a. The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen for than two (2) years preceding the date that the District files the notice of disciplinary action.
- b. The penalty proposed shall not be implemented until the employee has exhausted his/her rights under this Article.
- c. An employee may be relieved of duties without loss of pay of the option of the District.
- d. An employee may be suspended immediately if charged with the commission of a sex or narcotic offense as defined in the Education Code or as otherwise provided for in Education Code section 45113. An employee so suspended shall be paid his/her salary during the suspension only if a suitable bond is provided.

SEIU

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ARTICLE 19: SEVERABILITY [Insert between "COMPLETION OF MEET AND NEGOTIATIONS" and "SPECIFIED/NEGOTIATION PROCEDURES"]

If during the life of the Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as ushc law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

SEIU

ALBANY UNIFIED SCHOOL DISTRICT

Anthony D. 12/8/22  
Name Date

Maya J. R. R. R.  
Name Date

Angela P. 11/8/22  
Name Date

\_\_\_\_\_  
Name Date

ARTICLE 1920: DURATION

During the term of the ~~2017-2020~~2022-2025 agreement, the parties agree to reopen negotiations for each of the ~~2018-2023~~2023-2024 and ~~2024-2025~~2024-2025 school year to discuss matters solely related to wages and benefits., and ~~Two (2) additional articles may be reopened within the Agreement by mutual agreement between the parties~~per party.

SEIU

ALBANY UNIFIED SCHOOL DISTRICT

Anthony D. [Signature] 12/8/22  
Name Date  
Angela Chomera [Signature] 11/8/22  
Name Date

[Signature] 12/8/22  
Name Date

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Name Date

## CLIMATE CHANGE

The parties agree to continue discussing potential climate change proposals.


SEIU

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Name Date

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Name Date

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Name Date

ALBANY UNIFIED SCHOOL DISTRICT

 12/8/22  
Name Date

