

**AGREEMENT FOR JULY 1, 2019 - JUNE 30, 2020 BETWEEN THE  
SAN LEANDRO UNIFIED SCHOOL DISTRICT AND  
TEAMSTERS' UNION LOCAL NO. 856  
ALAMEDA BUILDING TRADES COUNCIL**

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**ARTICLE 1: SCOPE**

THIS AGREEMENT is entered into this 5<sup>th</sup> day of September 2018, between SAN LEANDRO UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "District" and TEAMSTERS LOCAL 856, affiliated with the International Brotherhood of Teamsters and Building Trades Council of Alameda County, hereinafter referred to as the "Union".

**ARTICLE 2: RECOGNITION**

The District confirms its recognition of the Union as the exclusive representative for that unit of members recognized by the District per its Resolution dated April 5, 1977.

**ARTICLE 3: ORGANIZATION SECURITY**

3.1 The District will order deducted from the pay of unit members and order paid to the Teamsters of Building Trades Unions the normal a regular monthly membership dues as voluntarily authorized In writing by the employee on the prescribed District forms subject to the following conditions:

3.1.1 Such deduction shall be ordered only upon submission to the designated representative of the District on the prescribed District form duly completed and executed by the employee and the Teamsters or Building Trades Union.

3.1.2. The District shall not be obligated to order any new, changed, or discontinued deduction until that pay period which commences fifteen (15) days or more after such submission.

3.2 All employees In the unit who are members of the Teamsters or Building Trades Council on the date this Agreement is ratified or who thereafter become members during the term of this Agreement must retain their membership for the duration of this Agreement by offering to pay to the Union an amount equivalent to the regular dues required for membership, except that any unit member may withdraw from the Union during the thirty (30) day period immediately preceding the termination of this agreement. The exclusive representative shall notify said members of their right at least forty-five (45) days prior to the expiration of this Agreement.

3.3 All Unit members shall either become members of the Union or pay to the exclusive representative an amount equal to the regular dues within sixty (60) days after this Agreement has been ratified by the parties or within thirty (30) days after a new employee is hired. Unit members who have been denied membership in the Union or who because of religious convictions choose not to pay said fee, shall pay an equivalent amount to a recognized charity.

It shall be the obligation of the exclusive representative to see that said unit members fulfill their obligations pursuant to this Article. This Article shall be considered as a condition of employment.

3.4 The exclusive representative shall indemnify and hold harmless the District and its Board, individually and collectively, against any claims, demands or liability incurred by reason of litigation arising from this Article.

#### **ARTICLE 4 GRIEVANCES**

4.1 Definitions: A "grievance" is a formal written allegation by a unit member who has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, i.e., Occupational Safety and Health Act; Educational Employees Relations Commission; Fair Employment Practices Commission; Health, Education and Welfare; and Disciplinary Action by the rules and regulations of the Board of Education, or by the Administrative regulations and procedures of this School District are not within the scope of this procedure.

A "day" is a day in which the central administrative office of the District is open for business.

The "Immediate Supervisor" is the lowest level administrator having immediate jurisdiction over the grievant. The immediate supervisor will, upon request, make available grievance forms and represent the District during the initial stages of the grievance procedure. Normally, the "Immediate Supervisor" is the administrator who supervises the grievant's daily tasks.

4.2 Informal Procedure: Before filing a formal written grievances, the grievant will attempt to resolve the problem by at least one private conference with his/her immediate supervisor.

If the problem is not resolved at the informal level, then the grievant may declare that a grievance exists and invoke the following formal procedures:

#### 4.3 **FORMAL LEVEL**

**LEVEL I:** Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, or when the unit member reasonably should have known of the act or omission, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate a decision to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits either party may request a personal conference with the other party.

**LEVEL II:** In the event the grievant is not satisfied with the decision at level I, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days.

This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reason for the appeal.

The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits.

**LEVEL III** In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing within 10 days to the Board of Education.

This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Board or designee shall communicate a decision within 10 days after the board meeting at which the appeal was considered.

**LEVEL IV:** If the grievant is not satisfied with the decision at Level III or the appeal at Level III has exceeded 45 days without a decision, he may request of the exclusive representative that the unsolved grievance be submitted to final and binding arbitration. The Union, within 10 days after receipt of the written decision of the Board, or the expiration of the above time line, shall give written notice of the intent to arbitrate the grievance. The Union and the District will attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service apply a panel of 5 names of persons in hearing arbitration in public schools. Each party shall alternatively strike a name until only one name remains. The remaining panel member shall be the arbitrator. The Union shall strike first.

#### 4.4 **GENERAL PROVISIONS**

4.4.1 Any time limit set forth may be extended or compressed only by mutual consent of the parties.

4.4.2 If a grievance arises from action or inaction on the part of a member of the Administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to Level II.

4.4.3 No matter shall be entertained as a grievance unless it has been raised at the informal level and has been filed formally with the other party within ten (10) days after the aggrieved becomes aware, or should have become aware, of the incident which created the problem.

4.4.4 The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such a fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

4.4.5 The administration shall retain the right to take appropriate employee disciplinary action whenever circumstances indicate such to be necessary and proper regardless of whether a grievance has been filed.

4.4.6 The grievance procedure is not intended to be a method to challenge or change the law or the rules and regulations of the Board nor will it be utilized if there are other means of review which are specifically prescribed in law, district policy, or this Agreement, such as, but not limited to the meet and confer process.

4.4.7 Nothing contained in this Article shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter directly with the appropriate member of the administration and to have the problem and/or grievance adjusted at any level without intervention of the Union, except that no adjustment of the grievance at a formal level will be made until the exclusive bargaining agent has been notified in writing and given a chance to respond.

4.4.8 A reasonable number of representatives of the exclusive representative shall have the right to receive reasonable periods of released time without loss of compensation for the processing of grievances.

4.4.9 A grievant may be represented by the Union and/or unit member at levels I, II, III and IV.

4.4.10 Issues arising out of the exercise by the Board and Administration of its responsibilities under Article 12 of the Agreement, "DISTRICT RIGHTS", including the facts underlying its exercise of such discretion, shall not be subject to this provision.

4.4.11 The arbitrator shall not have the authority to modify the written terms and conditions of this Agreement. Nor shall he/she have the ability to add or subtract from these provisions nor imply provisions into the Agreement that are not expressly set forth in writing by the parties.

## **ARTICLE 5: WORK SCHEDULES**

5.1 **TIME SCHEDULES:** The normal workweek for all full-time employees (including the Computer Technician position in the Trades unit) will be thirty-seven and one-half (37.5) hours. Trades personnel hired before February 1, 2014 (except for the Computer Technician position) will work thirty-six (36) hours a week averaged over a two-week period. These Trades members (eligible Trades members hired before February 1, 2014) will have a work schedule, which will allow employees one day off within a two week period. These eligible Trades members shall have the option to voluntarily elect to work a 37.5 hour per workweek schedule. Should an eligible Trades employee elect to work a 37.5 hour workweek, this change shall be permanent. The Department Head will establish the day off and hours based upon the operational needs of

the District. Unit member's daily schedule will be determined by the administrator or supervisor in charge. Each full-time unit member shall be entitled to a fifteen (15) minute rest period during the first part of the shift and again during the last part of the shift as determined by the immediate supervisor. The rest period is to be taken at the work site unless otherwise authorized by the employee's immediate supervisor.

**Work Week for Day Custodians:** The normal work week for full time day custodians will be 37.5 hours - 7.5 hours per day. Unit members involved in this work week change will have a duty-free lunch consistent with the conditions of Article 5.5 of the Agreement.

Each unit member will work the annual calendar to which he/she is assigned.

Employees contending they have excessive work loads shall have their schedule reviewed yearly by the supervisor and shall not be precluded from raising this as a concern at any evaluation session. If the employee can document that assigned extra duties cause weakened performance, the District shall not negatively evaluate the employee on this basis.

5.2 All unit members shall be entitled to the holidays set forth on the District calendar and mandated by law so long as they were in paid status the last workday prior to the holiday or the workday after the holiday.

5.3 All unit members shall be entitled to the following holidays so long as they were in paid status on the last regularly scheduled workday immediately prior to the holiday or the workday after the holiday: Independence Day, Labor Day, Admission Day (which date of observance to be agreed to annually), Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's birthday holiday, Washington's birthday holiday, Spring Recess Holiday, and Memorial Day.

Two additional holidays will be added. The District and the Union will meet to designate the specific days for these two additional holidays.

One additional holiday will be added during Leap Year. The District and Union will meet to designate the specific day of this additional holiday.

In the event an employee is required to work on a legal holiday that is during his/her regular work week and during his/her regular work hours, he/she shall be paid at the rate of two and one half (2 & 1/2) times his/her regular rate of pay. This means that he/she will receive his/her normal holiday pay plus time and one half (1 & 1/2) of said rate for each hour worked.

If the unit member is required to work on a legal holiday, and the work is to be performed outside his/her normal work schedule or if the holiday is on a weekend, he/she shall be paid at the rate of three and one half (3 & 1/2) times his/her regular rate of pay. This means that he/she will receive his/her normal holiday pay plus two and one half (2 & 1/2) times of said rate for each hour worked.

5.4 **OVERTIME:** All overtime performed by unit members must be approved by the District and shall be paid at the rate of time and one half (1 & 1/2) of the unit member's regular hourly salary or offset with compensatory time off. When compensatory time off is to be taken, it shall be determined by the District after consultation with the unit member and must be taken within

thirty (30) days from the date of the overtime worked. In the event that the compensatory time off is not taken within the thirty (30) day period, the unit member shall be paid at the rate of time and one half (1 & 1/2).

Overtime is defined to include any time required to be worked in excess of seven and one half (7.5) hours in any one (1) day and in excess of thirty seven and one half (37.5) hours in any calendar week. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the unit member.

For those unit members working an average workday of four (4) hours or more during the workweek and who are required to work on the sixth or seventh day following the commencement of the workweek shall be paid at the rate equal to time and one half (1 & 1/2) the regular rate of pay of the unit member designated and authorized to perform the work. A unit member having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of the workweek, be compensated for at a rate equal to one and one half (1 & 1/2) times the regular rate of pay of the unit member designated and authorized to perform the work.

When the need to assign overtime arises, it shall first be offered to a qualified employee performing like work on the job where overtime is needed. If overtime work is scheduled in advance and involves a separate assignment, it shall be offered first to the most senior qualified and available employee customarily performing the needed work. If refused, the next most senior and available employee customarily performing the needed work shall be offered the work. However, in an emergency, (as noted in Article 12.3) the District shall assign the overtime as necessary to insure that the work is performed.

If an employee is not rightfully offered such overtime, the affected unit member(s) shall receive one hour of overtime pay and shall be given the opportunity to work an overtime assignment equal to the number of hours that should have rightfully been offered to the unit member(s). This assignment shall be scheduled within one week of the missed assignment or at a mutually agreed upon date and time. If the District fails to offer the affected employee an overtime assignment within one week of the missed overtime assignment, the District shall pay the employee an additional hour of overtime.

In the event that the District did not have reasonable notice that work needed to be performed and that work is of the nature that, upon learning of it, it must be performed within 24 hours of being noticed, or the extent of the work needed to be performed is such that the District does not have the manpower and/or equipment to perform the work, the overtime procedure may be bypassed. However, bypassing the overtime process is a last resort that occurs only after management has made an effort to plan ahead or is unable to plan ahead due to unforeseen circumstances such as those resulting in the compromised structural integrity of buildings; hazards to the health and safety of people on our property; and/or would make it necessary to shut down a district program.

5.5 **LUNCH PERIODS:** All full-time unit members (7.5 hours) shall be entitled to an unpaid duty-free lunch period of not longer than one (1) hour nor less than one-half (1/2) hour which shall normally be scheduled at or near the midpoint of each work shift.

5.6 **CALL-BACK TIMES:** Any full-time unit member (7.5 hours) called back to work after completion of his/her regular assignment and after having left the work site shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time required to render service.

5.7 **INCONSISTENT DUTIES:** A unit employee may be required to perform duties inconsistent from those assigned to the position provided that his/her salary is adjusted upward for each full day he/she is required to work out of classification and at such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties. Employees will not be scheduled so as to circumvent the intent of this subsection.

5.8 **ADJUSTMENT OF ASSIGNED TIME FOR FRINGE BENEFIT PURPOSES:** A unit member who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire sick leave, vacation leave, and all other leaves and benefits conferred by law.

#### **ARTICLE 6: LEAVES OF ABSENCE**

Any permanent Bargaining Unit Member with justifiable reason may, upon request, be granted a leave of absence by the Board.

No leave of absence may extend beyond the close of the current school year except by renewal by the Board. A unit member who has been on leave for more than one (1) year will not be eligible for a renewal, except as otherwise indicated in this Article or approved by the Superintendent. The member's salary is computed upon a per diem basis when adjustments are necessary.

Unless otherwise specified by the District, all unit members on leave must notify the District by March 1 as to whether he/she will return to employment for the following year. Such notification will be binding on the District and the bargaining unit member and failure to notify the District by March 1 or failure to subsequently fulfill the commitment on March 1 will be considered a voluntary resignation unless unusual circumstances warrant reconsideration by the Board of Education.

6.1 **ILLNESS:** Sick leave of one (1) day per month effective on the last day of each month cumulative to 10, 11 or 12 days a year depending on the service year of the unit member shall be allowed. Such sick leave is accumulated indefinitely and is transferable in accordance with the Education Code. Disability relating to pregnancy while a unit member is rendering paid service to the District shall be treated as in illness when certified by the unit member and her doctor. In case of absences of more than five (5) consecutive days, a certificate of illness or injury must be presented to the Superintendent's offices signed by a regularly licensed physician or by an official of any well-recognized church or denomination by whom the unit member has been treated for illness or injury. In the event of collective refusal to provide the services or for other valid reasons, the District may require such a certificate of illness or injury for absence of less than five (5) days.

6.2 **OCCUPATIONAL LEAVE:** A unit member who has been employed for one (1) year (except substitute and limited term employees) who is absent from duty because of illness or injury resulting from an accident or condition which qualified under State Workers' Compensation Law, shall be granted an occupational leave for each such accident. The number of days for any one such leave or the total number of days in one school year for more than one such leave shall not exceed sixty (60) days.

Only absences which are supported by a doctor's certificate and have been verified by the District's Workers' Compensation Administrator to be the result of work-connected injury or illness can be paid under the occupational leave policy.

During the period an employee is receiving his/her regular salary from the District, he/she is required to assign to the District all temporary disability payments received from the District's Workers' Compensation Administrator. During the previously referenced sixty (60) days of occupational leave, changes to the unit member's sixty day occupational leave balance shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payment paid by the District. Should the sixty day period be exhausted, subsequent deductions to an employee's personal illness leave, earned vacation leave, and compensatory time, if any, shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits.

When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. He/she may be placed on unpaid leave of absence at which time he/she shall be granted paid health insurance benefits in the same manner as though he/she were an active regular employee of the District. When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case, he/she shall be listed in accordance with appropriate seniority regulations.

An employee while receiving occupational leave benefits must remain in the state of California unless the Board of Education authorizes travel outside the state.

6.3 **BEREAVEMENT LEAVE:** No deduction in salary will be made for absence due to death in the immediate family. The term "immediate family" means the following persons: mother, father, grandmother, grandfather, grandchild, stepbrother, stepsister, stepson, stepdaughter, or foster child of the member of the bargaining unit or spouse of the member of the bargaining unit, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the member of the bargaining unit or spouse, domestic partner or significant other living in the immediate household, or any relative living in the immediate household of the member of the bargaining unit. Not more than three (3) days of absence, or five (5) days if travel of over 200 miles is necessary, shall be allowed, and further, no deduction will be made from the sick leave entitlement of the member of the bargaining unit. In the event of the death of an employee's spouse or child, an additional five (5) days will be added. If absence is due to death of a relative not listed above, or because of the death of a friend, the unit member may use personal necessity/sick leave assuming he/she has sick leave available.



6.4 **MILITARY LEAVE:** Unit members requiring a leave for military service shall submit a request to the Superintendent for Board approval. Such leave shall expire after ninety (90) days from the date of service discharge. The unit member shall be reinstated to his/her position upon written request supported by competent proof that the unit member is capable of performing the duties of said position. He/she shall have an absolute right to be restored to his/her former office or position and status formerly held by him/her upon the termination of such military duty.

A unit member with more than one year's service in the District shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absences but not in excess of thirty (30) days in an one (1) fiscal year.

6.5 **JURY LEAVE:** When a unit member is required to be absent to serve on jury duty, the unit member shall receive his/her regular salary less the amount of money received for said duty. All jury duty fees shall be endorsed and returned to the District.

6.6 **PATERNITY LEAVE:** Paternity leave of one day will be granted without loss of pay during or immediately after the confinement of the wife of the employee.

6.7 **PERSONAL NECESSITY LEAVE:** A unit member of the District may use his/her accumulated sick leave in cases of personal necessity. Use of sick leave under this Article is limited to seven (7) days in any school year.

Reasons which shall be considered as personal necessity under this policy shall be limited to the following:

6.7.1 **Death of a Member of his Immediate Family:** (This would be in addition to normal bereavement leave.)

6.7.2 **Accident Involving His/Her Person or Property** or the person or property of his/her immediate family of such an emergency nature that the immediate presence of the employee is required during his workday.

6.7.3 **Appearance in Court** or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

6.7.4 **Serious or Critical Illness** of a member of the immediate family, calling for services of a physician, and such an emergency nature that the immediate presence of the unit member is required during his workday. A unit member shall request such leave in writing at least three (3) days in advance except for incidents involving a), b), and d) above. Upon return, a unit member may be required to submit additional proof to substantiate the personal necessity.

6.7.5 Unit members may use two of the seven days of personal necessity leave without disclosing the purpose of the leave. However, such leave requires advanced notification, must comply with the general purpose of personal necessity leave (non-vacation day), and no more than five (5) percent of the unit may use such leave on the same day.

## **ARTICLE 7: VACATION**

After each year during the first four (4) years with the District, a unit member will be entitled to five-sixths (5/6ths) of a workday of vacation for each full month worked.

After five (5) continuous years with the District, an employee will be entitled to one and one-fourth (1 & 1/4th) days of vacation per full month worked.

After ten (10) continuous years with the District, an employee will be entitled to one and two-thirds (1 & 2/3rds) days of vacation per full month worked.

This shall be interpreted to mean that during the fifth year, the unit member will commence earning vacation time at the rate of one and one-fourth (1 & 1/4th) days per month, and during the tenth year, at the rate of one and two-thirds (1 & 2/3rds) days per month.

Annual vacation must be used entirely before the end of twelve (12) months following the year in which earned. Vacation unused at the end of this specified period shall be paid in a lump sum.

New unit members starting on other than the first working day of the month will begin earning vacation on the first day of the following month. For them, earned vacation shall not become a vested right until completion of six (6) months of employment.

Vacation entitlement for employees working less than a twelve (12) month year shall be calculated as a ratio proportionate to the full twelve (12) month working year.

Vacation schedules shall have prior approval of the immediate supervisor.

The fiscal year (July 1 to June 30) has no relationship to vacations.

## **ARTICLE 8: SALARY AND FRINGE BENEFITS**

A 3.25% salary schedule increase shall be applied to the 2019-20 Teamster/Trades salary schedule retroactive to July 1, 2019.

A 3.5% salary schedule increase shall be applied to the 2017-18 Teamster/Trades salary schedule retroactive to July 1, 2018.

A 2.0% salary schedule increase shall be applied to the 2017-18 Teamster/Trades salary schedule retroactive to July 1, 2017.

A 2.5% salary schedule increase shall be applied to the 2016-17 Teamster/Trades salary schedule retroactive to July 1, 2016.

A 5.0 % salary schedule increase shall be applied to the 2015-16 Teamsters/Trades salary schedule retroactive to July 1, 2015.

A 3.25% salary schedule increase shall be applied to the 2014-15 Teamsters/Trades salary schedule retroactive to July 1, 2014.

For the 2013-14 school year, effective July 1, 2013, a permanent and ongoing seven (7) percent increase to the Teamsters/Trades salary schedule

3% increase on salary retroactive back to July 1, 2007. No lay offs or reduction in hours for current employees during the 2008-2009 school year. This provision does not include positions that become vacant during the 2008-2009 school year.

Contingency Reopener for 2008-2009: For the 2008-09 school year the 2007-08 salary schedule shall be maintained without a reopening for negotiations unless either of the following contingencies occur: (a) Positive Funding Contingency: Negotiations may be reopened for 2008-09 if the District's unrestricted general fund receives more total revenue than received in the prior year (2007-08). In making this determination categorical and other funding sources shall be considered to ensure that the actual funds received from the net funded base revenue limit (funded means deficit factor applies) for 2008-09 exceeds what was received in 2007-08. This is approximately \$1.3 million more unrestricted general fund revenue than the District forecast in its March 2008 budget projection for 2008-09. The District shall in good faith inform the Union in writing within 30 calendar days of the adoption of the State Budget whether it is expected that the needed funding will be received to qualify for the reopener. The Union shall then have 30 calendar days to challenge the District's determination or accept it. If accepted and the determination is positive the Union may notify the District in writing of the reopening of the Agreement for negotiations within 30 calendar days of the acceptance. If challenged, the determination shall be subject to the grievance procedure. If the challenge is upheld and the determination is positive (unrestricted general fund revenues for 2008-09 are projected to exceed those received in 2007-08 as described above), the Union may notify the District in writing of the reopening of the Agreement for negotiations within 30 calendar days of the final resolution of the challenge. Reopened Negotiations: If such a reopening occurs due to a useable increase in the unrestricted general fund not offset by other State imposed actual or de facto revenue reductions, negotiations shall be based on all the circumstances and conditions that apply at that time including the guideline that the bargaining unit would benefit from such new funds in proportion to their share over the overall unrestricted general fund budget expenditures.

For the 2001-2002 school year total compensation shall increase by the equivalent of a five and one-quarter percent (5.25%) increase over the 2000-2001 salary schedule. It is further agreed that the Union and the District shall meet and determine the allocation of the total compensation improvement prior to submission of the Agreement to the Governing Board for approval, including allocating one-quarter percent (0.25%) for reclassifications.

For the 2002-2003 school year the total compensation increase shall be determined by increasing the 2001-2002 salary schedule by the same percentage as the State determined funded cost-of-living adjustment which will be applied to the District's base revenue limit (hereinafter "funded COLA"). The funded COLA shall be the portion of the statutory COLA actually funded by the State Legislature during 2002-2003. For example, if the statutory COLA for the State is 2.15% and this amount is funded by the Legislature and received by the District, then this percentage increase shall be available for salary improvement and/or fringe benefit increases.

Once the State Budget is signed by the Governor showing the funded statutory COLA applicable to school districts, a forty (40) calendar day review period shall commence. On the forty-first calendar day the above 2002-2003 total compensation formula shall become final unless the Association and/or the District has given written notice of seeking a reopening of the Agreement of salary and fringe benefits. If the Association or the District determines in good faith that the funded COLA does not properly represent the actual impact of the State Budget on the District, either party may file with the other a written "Notice of Reopening" during the forty-day review period.

Notice of Reopening must include the basis for claiming that the funded COLA inadequately represents the impact of the State Budget on the District. The claims can only be supported by a showing that the Legislature: (a) reduced or added categorical or other funding such as to significantly impact the availability of General Funds, and/or (b) provided COLA adjustments to non-General Fund programs and/or other funding such as to significantly impact the availability of General Funds. Funds received by the District for increased growth are intended to offset range and column costs and are not intended to be a basis for either the Association or the District to reopen the Agreement. Additionally the Notice of Reopening must include an adjusted funded COLA which sets forth the party's good faith determination of the percentage increase that should be used to replace the "funded COLA" established by the Legislature.

Each party receiving a Notice shall have ten calendar days to accept the adjusted funded COLA specified in the Notice. If this does not occur, the Agreement shall be reopened for the limited purpose of negotiating the 2002-2003 salary and fringe benefit changes.

In the event that the District does not receive the full funded COLA within the 2002-2003 school year, the District shall either make immediate adjustments to the salary schedule to reflect actual funds received and/or remove the portion of the "funded COLA" not actually funded from continuing as part of the 2003-2004 salary schedule.

Any dispute regarding the 2002-2003 Total Compensation Settlement Formula determination and the potential reopening of the Agreement for this purpose shall be exclusively resolved through the Unfair Practice provisions of the Public Employment Relations Act.

For the 2004-2005 school year the salary schedules, differentials, and fringe benefits annual amount (full-time \$5,238) shall be maintained. Additionally it is agreed that a one percent off the schedule amount shall be paid to the bargaining unit members in a manner agreed to between the District and the Union.

It is agreed that if any other bargaining unit receives compensation improvement for the 2004-2005 school year, Article 8 shall be reopened for the purpose of considering a comparable percentage increase.

8.1 **LONGEVITY:** Teamsters/Trades longevity shall consist of five (5) steps as designated below. These steps shall be calculated in the same manner that longevity is calculated for other employee groups:

Year 8 = Step 5 + 2.5%

Year 13 = Step 5 + 5%

Year 18 = Step 5 + 7.5%

Year 23 = Step 5 + 10%

Year 28 = Step 5 + 12.5%

8.2 **CERTIFICATION DIFFERENTIAL:** Bargaining Unit Members may apply for a two percent differential for pre-approved certifications related to the member's job duties and of benefit to the District. The certificate must be issued by a governmental unit, academic institution, or equivalent entity following a formal education program. Such qualifying training/education must be taken outside regular working hours and at the employee's expense. Normally the pre-approval for the differential must occur in the fiscal year immediately

preceding actual payment for the differential. Such payments shall commence at the beginning of the month immediately following receipt of the certificate. Payment will only be made for as long as the certificate is current and of benefit to the District.

When application is made for pre-approval it shall be acted upon by a committee of two representatives from the district and two from the Union. If the committee deadlocks, the deciding vote shall be made by the Assistant Superintendent for Human Resources. The written decision of the committee shall be provided to the applying Bargaining Unit Member within 15 days of the committee's decision. Generally, a Bargaining Unit Member will not be pre-approved for more than one qualifying certification under this provision.

8.3 **FRINGE BENEFITS:** Effective April 1, 2015, the amount shall be increased by \$217.68 from \$5,538 to \$5,755.68. Effective January 1, 2014, the amount shall be increased by \$300 from 5,238 to 5,538. Effective July 1, 1998, this amount shall be 5,238. Such amount is to be prorated for unit members who work less than full time in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year as such part time unit members bear to seven and one half (7.5) hours a day, thirty seven and one half (37.5) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months during school year.

Teamster/Trades employees working thirty (30) hours or more per week shall be required to participate in one of the district's dental plans.

The parties agree to a Section 125 Plan option for premium conversion only.

8.4 **RETIRED CLASSIFIED PERSONNEL HEALTH INSURANCE:** The District shall pay health insurance premiums for retired unit members as follows:

8.4.1 Individuals who were part of the Teamster/Building Trades Unit and were receiving health benefits paid by the District as retirees shall continue to receive the health plan in which currently enrolled on the date of this Agreement. The maximum amount of the District contribution shall be the amount paid by the District for the retired individual on October 24, 1983.

Persons receiving retiree health benefits on October 24, 1983, will receive the supplemental health plan when qualified for Medicare or at age 65, whichever comes sooner. Dental insurance is not included in this provision. Benefits under this provision shall be integrated with Medicare or other medical benefits, but the District shall pay no part of the cost of Medicare.

8.4.2 For unit members retiring after October 24, 1983, the following conditions will apply:

8.4.2.1 To qualify for retiree health benefits, the unit member must be 58 years of age and have had ten (10) years of consecutive service with the District.

8.4.2.2 For the member qualified in Section 8.32 (A), the District will pay health plan premiums until the member qualifies for another health plan including, but not limited to, military government or Medicare, or until the member reaches age 65, at which time the District contribution will terminate.

8.4.2.3 For any unit member retiring after October 24, 1983, but prior to January 1, 1998, the District's contribution is limited to the actual cost of the supplemental health plan in effect for retirees, or eight hundred dollars (\$800.00) per year prorated per full time equivalent (FTE), whichever is lower.

8.4.2.4 For any unit member retiring on or after January 1, 1998, and covered by this section, the District's contribution is limited to the actual cost of the supplemental health plan in effect for retirees, or one thousand dollars (\$1,000) per year prorated per full time equivalent (FTE), whichever is lower.

8.4.2.5 Qualified retirees may continue to remain on the existing District health plan after age 65 at their own expense and with the approval of the health plan carrier.

8.4.2.6 Benefits under this provision shall be integrated with Medicare, or other medical benefits, but the District shall pay no part of the cost of Medicare.

8.4.2.7 Dental insurance is not included in this provision.

8.3.3 Bargaining Unit Members hired after January 1, 1997, are not able to participate in any District paid retiree health benefit program.

8.5 **CLASSIFICATIONS:** Unit members are classified for salary purposes by the Board upon recommendation of the Superintendent. They will be assigned to the schedules according to their job classification and years of experience.

8.6 **REVISION:** Subject to the meet and confer process, the Board reserves the right to revise the salary schedules.

8.7 **INCREMENTS:** Salary increment increases are based upon satisfactory performance by the unit member and require the written recommendation for such increase by the immediate supervisor or department head and approval by the Board or its designee.

8.8 **PAYMENT OF SALARY:** Classified employees shall receive their monthly salary warrants on the last working day of the month in which the unit member was in paid status. However, if it is determined that an error has been made in the calculation or reporting in any unit member payroll or in the payment of a unit member's salary, the District shall, within five (5) workdays, following such determination, provide the unit member with a statement of the correction and a supplemental payment drawn against available funds.

8.9 **BENEFITS OF PART-TIME CLASSIFIED EMPLOYEES:** All part-time members shall be entitled to sick leave and all other benefits conferred by law on classified employees. Part-time unit members shall be entitled to all leaves and benefits granted by the Board to a majority of the regular full-time unit members in the unit or to regular full-time employees in the same classified positions or general class of position; but such leaves and benefits will be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year as such part-time unit members bear to established workday, established workweek, four (4) calendar weeks per month, or twelve (12) calendar months during the school year.

Except for prorating benefits for part-time unit members as herein authorized, the Board shall provide at least the same benefits for all regular unit members in the bargaining unit as it provides for the majority of such employees.

8.10 **RESIGNATIONS:** Two (2) weeks prior notice is given to and required of unit members. The Board may accept the resignation of any unit member and may fix the time when the resignation shall take effect, which shall not be later than the close of the school year during which the resignation was presented.

8.111 **MILEAGE:** Subject to increase by the Board of Education, the District will reimburse unit members for mileage incurred on the job at the rate of twenty-nine cents (.29) per mile.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Teamsters Local 856

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Building Trades

\_\_\_\_\_  
Date

## **ARTICLE 9: EVALUATION**

9.1 Evaluations shall be conducted for each bargaining unit member on existing performance appraisal forms and at intervals set forth in this section. The competence, skills and other job related characteristics of unit members are proper subjects for evaluation. However, prior to any evaluation, an attempt will be made to bring shortcomings to the attention of employees within ten (10) work days after the immediate supervisor becomes aware of the shortcoming.

9.2 Evaluation forms shall be completed for each probationary employee on or about the end of the 3rd, 6th and 11th month of his/her probationary period. The unit member shall sign the forms to indicate that he/she has read the evaluation of job performance. The evaluation forms must be completed within thirty days (30) of when they are due, unless the unit member and the Immediate Supervisor have agreed otherwise. Failure to meet this requirement shall entitle the unit member to an additional evaluation by a supervisor acceptable to the unit members

9.3 Following the probationary periods a performance appraisal form shall be completed at least once a year for each permanent unit member for a period of three (3) years; after the 3rd year, an evaluation shall be completed at least every other year. By signing the performance appraisal form, the supervisor certifies that he/she has discussed any weakness or problems noted therein with the unit member. Step increases are based on satisfactory evaluation.

9.4 When there has been a significant change in job performances, the supervisor may undertake an interim evaluation. Any interim evaluation shall specify the areas to be improved, provide, where applicable, specific recommendations for improvement, and a time frame for accomplishment of established goals.

9.5 By signing the performance appraisal, the unit member does not signify that he/she has agreed or disagreed with the report.

9.6 Classified unit members shall be evaluated by the appropriate supervisor unless otherwise designated by the department head or administrator.

9.7 Evaluations shall be made in a conference between the unit member and his/her appropriate supervisor at which time they will discuss ways and means of improving greater efficiency and productivity. Together, they will analyze the unit member's strong points and areas in which improvement may be made. An attempt will be made to bring shortcomings to the attention of employees within a reasonable time after their occurrence.

9.8 A copy of the evaluation will be given to the employee at the conference. The employee will indicate his/her knowledge of the evaluation by signing the form.

9.9 The evaluation will be forwarded to the office of the Assistant Superintendent for Human Resources on the appropriate form.



9.10 Any employee who is dissatisfied with the performance evaluation he/she has received from the assigned administrator may request a review of the rating by the Assistant Superintendent, or designee, after it has been discussed with the original evaluator.

9.11 After the review, if the employee continues to be dissatisfied with the evaluation, he/she may prepare a written response which shall be attached to the evaluation and placed in the-employee's personnel file.

9.12 Any derogatory materials placed in a unit member's personnel file and/or used in the evaluation process shall first be given to the unit member along with the opportunity to attach comments thereto. All unit members shall be afforded the opportunity to review their personnel files in accordance with the pertinent section of the Education Code and to obtain copies thereof at cost.

9.13 Evaluations cover specified periods ranging from three months to two years depending on the unit member being evaluated. However, it is intended that misconduct would be brought to the attention of the unit member soon after it is discovered by the District.

9.14 The parties agree to hold an advisory meeting on the operation and substance of the evaluation article within thirty days of the signing of this Agreement. The parties shall be represented at the meeting with the understanding that any agreements reached shall be advisory only to the District and the Union.

#### **ARTICLE 10: VACANCIES, TRANSFER AND PROMOTION**

10.1 All vacancies within the bargaining unit shall be posted for a period of five (5) calendar days at all work sites where employees are regularly assigned with a copy to the Union. Authorized vacancies shall be posted within 45 days of their occurrence. Vacancies may be filled by recall, promotions, transfer, or new hire. However, bargaining unit members eligible for recall or requesting transfer or promotion must be considered in accordance with the requirements of this Article before a new hire can be employed.

10.1.1 During the posting period, a vacancy shall not be permanently filled.

10.1.2 The posting shall state:

10.1.2.1 The site of the vacancy

10.1.2.2 The number of hours regularly assigned

10.1.2.3 The job classification

10.1.2.4 The position of the immediate supervisor.

10.2 A transfer is a movement within the same classification from one site to another.

10.2.1 Voluntary Transfers

10.2.1.1. An employee on leave shall have the right to have his/her Job Representative file for a transfer on his/her behalf.

10.2.1.2 If a position is vacant, and more than one employee applies for the transfers, the employee with the greatest seniority in that classification shall receive a preference.

#### 10.2.2 Involuntary Transfer

10.2.2.1. An involuntary transfer shall not be made pursuant to this Section until there has been compliance with section 10.1 (2) and 10.2 (1) of this Article.

10.2.2.2 If a transfer is to be used to fill the vacancy and no volunteer applies or is accepted, the employee with the least seniority within the classification shall be transferred.

#### 10.2.3 Administrative Transfer

10.2.3.1. The District may immediately transfer an employee where the employee's presence, as determined by the District Superintendent creates a clear and present danger to the life, safety, or health of any person or property at the work location or where the transfer is necessary to protect the best interest of the District.

10.2.3.2 When the involuntary or administrative transfer is made pursuant to this Section, the employee shall be given a written statement of the reason(s) for such transfer. Relevant supporting documentation shall be available upon request consistent with legal limitations.

10.3 A promotion is defined as a movement from a lower classification to a higher classification within the bargaining unit.

10.3.1 When a vacancy is potentially to be filled by a promotion, an Interview Committee shall be established by the Assistant Superintendent for Human Resources. The Committee shall be comprised equally of management (including individuals inside and outside the bargaining unit) and unit members approved by the Union and shall be chaired by the Assistant Superintendent for Human Resources or designee. In the case of a tie vote, the chair shall cast the deciding vote consistent with this article.

In general, a senior position (as opposed to an entry level position) will be viewed as more appropriate for the Interview Committee.

10.3.2 On the basis of the written application, resume, and references, the Human Resources Office shall determine whether a current unit member meets the minimum requirements for the position. If a unit member disagrees with the determination, this decision regarding whether the minimum qualifications are met may be appealed to the Interview Committee.

10.3.3 The Human Resources Office shall develop tests and establish necessary passing scores for the position. The tests shall be directly related to the actual requirements of the job as specified in the job description. Test questions or tasks may be confidentially reviewed at the District Office by the Union Business Representatives.

10.3.4 The Interview Committee, when interviewing a current unit member for promotion, will convene to consider the list of qualified candidates. In performing this function, the Committee's review may include, but is not limited to: ability, attendance record, test scores, past performance, recent evaluations, recommendations and interviews. Preference shall be given to present employees of the District who meet the qualification criteria of the position. Seniority of the candidates will be the governing factor in his/her rank providing the candidates are otherwise similarly qualified for the position.

10.3.5 When there is only one candidate and the candidate is qualified, the Interview Committee may waive the remaining procedures of the promotion procedure.

10.3.6 Upon the employee's written request, a candidate not chosen for a position will be given specific recommendation on improvement which would increase his/her likelihood of being selected for a future position.

10.4 Definition: A "substitute" employee providing services normally performed by bargaining unit members is one replacing a bargaining unit member who is authorized to return to the District or one providing supplemental short-term services. If such short-term services are provided by District employee not substituting for an existing bargaining unit employee, such employment on a single assignment shall not exceed 30 work days (regardless of the individual(s) providing these services). Upon written notification by the Union of a violation of this provision, the assignment shall be ended or the District may petition the Board for the establishment of a new bargaining unit position.

## **ARTICLE 11: BARGAINING UNIT RIGHTS**

11.1 All Union business, discussions, and activities will be conducted by unit members or union officials outside established work hours as defined in Article 5 herein, and will be conducted in places other than District property, except when: (a) an authorized union representative obtains advance permission from the Superintendent or his designee regarding the specific time place and type of activity to be conducted; (b) the Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school program and/or duties of unit members and will not directly or indirectly interfere with the right of unit members to refrain from listening or speaking with a union representative; and (c) the Union pays a reasonable fee, if any, for expenses related to cleanup and any unusual wear or damage.

11.2 The Union may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Union president; (b) a copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and (c) the Union will not post or distribute information which is derogatory or defamatory of the District or its personnel.

11.3 The District shall grant a reasonable amount of release time to Union representatives for the processing of grievances and negotiations. Release time for stewards to investigate grievances will not be unreasonably denied.

11.4 Upon the written authorization of a unit member, representatives of the Union shall have access to all legally non-confidential information in a unit member's personnel file.

#### **ARTICLE 12: DISTRICT RIGHTS**

12.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, right to: determine its organization; direct the work of its unit members; determine the times and hour of operation; determine the kinds and levels of services to be provided, and the methods and of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue, lawfully contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

12.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. Nothing contained herein shall exempt the District from its responsibility of meeting with the Union in matters within scope of negotiations except as precluded by Article 12.3 and/or Article 20 of this agreement.

12.3 The District retains its right to amend modify or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency is defined as an Act of God, such as fire, earthquake, flood or other natural disaster, or other unforeseen non-financial circumstances that have a significant impact on the operation of the district.

#### **ARTICLE 13: STAFF LAYOFF**

The parties agree that in the event the District decides to lay off unit members during the life of this Agreement, the District shall follow the pertinent provisions of the Education Code when processing such layoffs.

Further, it is agreed that any negotiations relative to the impact of such layoff shall be deemed to have taken place. However, the District shall provide the Union with written notice of the layoffs together with the names of those unit members who are to be laid off.

The Union shall designate a unit member to act as a liaison with the District for the purpose of exchanging information during the processing of the layoffs.

Employees affected by a reduction in FTE's or layoff in accordance with applicable Education Code provisions shall be given preference in hiring for posted vacancies in other bargaining unit classifications prior to hiring outside the bargaining unit. This preference shall be applied to all vacancies occurring while laid off employees retain seniority rights within the District. In order for a laid off employee to be considered under this provision, he/she shall be required to be qualified for the vacant position.

#### **ARTICLE 14: DISCIPLINARY ACTION**

14.1 The Superintendent of Schools may dismiss, suspend, or demote for cause any employee in the bargaining unit without pay during the term of service. No suspension shall be longer than ten (10) days unless approved by the Board. Although the District reserves the right to immediately dismiss, suspend, demote or otherwise discipline an employee when an employee has engaged in prohibited conduct, an employee will normally receive a written or verbal warning prior to his or her dismissal, suspension, demotion or other disciplinary action. Among the causes which shall be deemed sufficient for dismissal, suspension, demotion, or disciplinary action are the following:

14.1.1 Repeated and unexcused absence or tardiness.

14.1.2 Conviction of any criminal act.

14.1.3 Disorderly or immoral conduct.

14.1.4 Incompetency or inefficiency.

14.1.5 Insubordination.

14.1.6 Bringing intoxicants and/or drugs into or consuming intoxicants and/or drugs on any school property or reporting for work under the influence of intoxicating liquor and/or drugs.

14.1.7 Violation of any lawful regulation or order made by a supervisor.

14.1.8 Falsification of any material information on qualifications.

14.2 Bargaining unit members shall receive due process requirements prior to the Superintendent's decision to dismiss, suspend, or demote as those terms are used in this Article. This shall involve notifying the bargaining unit member of the acts or omissions for which the disciplinary action is being considered including the rule or rules which at the time are alleged to have been violated. The bargaining unit member shall have the right to representation by the Union and an appropriate opportunity to present his or her response before the Superintendent or designee. Upon request the bargaining unit member shall be entitled to review those portions of written documentation or other physical evidence that has been relied in initiating this process and could otherwise be admitted in an administrative or judicial proceeding. The Superintendent shall then issue a written statement regarding the disciplinary action. Nothing in this process shall prevent the Superintendent from taking the immediate action of placing a unit member on administrative leave pending completion of the due process requirements.

14.3 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 date of filing of the notice of cause.

14.4 Employees may appeal such action by requesting, in writing, a hearing before the Board of Education. This request must be filed with the Superintendent within five (5) days of said action. Such request must cite the charges, an admission or denial of the charges, and the reasons why the order of dismissal, suspension, or demotion should not become final. If the employee does not request such hearing within five (5) days, the order of the Superintendent shall become final.

Upon receipt of an appeal from a dismissal, suspension or demotion for cause, the Board shall order a hearing and within thirty (30) days after receipt of the appeal, shall permit the hearing and render judgment to affirm, modify or revoke the action being appealed. The employee shall have the right to appear in person on his own behalf, with counsel or such representation as he/she considers necessary and be heard in his/her defense.

The findings and decision of the Board on said appeal shall be final and conclusive to all parties.

#### **ARTICLE 15: SAFETY**

15.1 The District shall promote conditions which provide a high level of safety for members of the bargaining unit.

15.2 The District shall provide protective devices where they are specifically required by CAL/OSHA for the safety of the bargaining unit members.

15.3 The District shall continue to assess and correct any unsafe physical conditions which exist within the buildings or on the property of the school district.

15.3.1 All bargaining unit members will report any unsafe conditions which they observe to their supervisor in writing. The supervisor will request an assessment of the reported condition to be made and advise the member within a reasonable time. (Reasonable time is defined as action with absolute punctuality as determined by the risk and possible necessity of testing)

15.3.2 The principal of each school, all supervisors, all bargaining unit members and the Superintendent's office shall work cooperatively to assure compliance with the safety conditions as mandated by CAL/OSHA guidelines.

15.4 The bargaining unit member shall follow the basic safety practices established by the District in order to insure safe conditions for themselves as well as for their fellow workers. An employee who consistently violates safety regulations, will be subject to dismissal.

15.5 A review of the policy and procedures relative to bargaining unit member safety as covered by this Agreement shall be made annually at each job site with representation from the bargaining unit.

15.6 All Bargaining Unit members will attend an asbestos lead awareness refresher class on a yearly basis at District expense.

15.6.1. As per the Ed Code regulations, a master AHREA file of asbestos and lead contaminated areas for each school, will be maintained at the Maintenance Yard and at the Human Resources Office. In addition each site will have a site-specific guide. The District will be responsible for keeping the files updated on a 3-year basis. All Bargaining Unit members shall have access to the Master AHREA file and site specific files upon request.

15.6.2. The District will form a 'Hazardous Material Team' made up of no less than three employees selected by the district and approved by the Union. The Employees of this 'Team', shall be the only employees that will be allowed to handle hazardous or contaminated materials. These employees will be certified in the removal of hazardous materials, and it is the District's responsibility to maintain their certifications current. The employees will be paid an additional percentage over their regular salaries for the added knowledge and responsibility, which will be determined through regular contract negotiations.

15.6.3 The District shall abide to all applicable Federal and State Safety regulations that are currently in place.

15.6.4 For all future incidents of exposure to asbestos and/or lead the following procedure shall apply, in addition to State and Federal regulations:

- Obtain Report Form from Human Resources and complete it as soon as reasonable possible after knowledge of incident.
- Any changes to the form will be addressed by the JOC.
- Request appropriate medical examination, which shall be approved by the Joint LMC.

15.7 Unit members shall be allowed reimbursement toward the purchase and/or resoling of safety boots up to \$150 per year per member for site-based custodial unit members and up to \$200 per year for trades and maintenance unit members. These boots shall meet safety boot standards as agreed to by the District and Teamster/Trades. These boots must be worn to work and used for work related purposes. District reimbursement procedures shall be followed.

15.8 All employees who are required to drive a vehicle during the course of their employment shall maintain a valid driver's license. Such employee shall provide proof of a valid driver's license at the time of employment and at the request of District management. This provision extends to employee who use district vehicles to drive to and from sites during their workday as well as to those who use any district owned motorized vehicle including but not limited to transportation carts and golf carts.

#### **ARTICLE 16: JOINT OPERATIONS SUPPORT COMMITTEE**

16.1 The parties agree to form a Joint Operations Support Unit Committee. The JOSU is a forum where information can be exchanged and concerns expressed regarding matters affecting the bargaining unit employees. Agreements reached can be submitted to the District and the Union for potential inclusion in the bargaining process or consideration by the Board of Education regarding those matters not within the scope of negotiations.

16.2 The committee shall be composed of any equal number of representatives from the Union and the District. The membership of the JOSC shall not exceed more than 5 representatives on either side, unless agreed to by mutual consent. Actions of the Committee shall be by consensus except in the event of a deadlock when the Assistant Superintendent of Human Resources shall cast the deciding vote. The JOSC shall meet monthly to consider this and other issues unless mutually agreed otherwise.

16.3 The JOSC is not a substitute for the grievance procedures in this Agreement or the process of negotiations apart from fulfilling any obligation to provide information. Consideration of a topic or matter by the JOSC shall not prevent the Union or the District from otherwise exercising their respective authority regarding such topics or matters.

16.4 Effective January 1, 2013, the procedures, hours and payment set forth in section 16.4 of this Agreement shall not apply to one district-wide volunteer workday per year held during any given school year (July 1 – June 30), as selected by the District. For all other beautification days during the school year, the procedures, hours and payment described in Section 16.4 shall apply. It shall not be mandatory for Teamsters/Trades members to participate in the volunteer workday, however participating will be encouraged.

The Union and District agree to the concept of Volunteer Work Days, which are defined as a minimum of 3 hours and up to 8 hours depending on the project as determined by the site administrator. A site requesting such a day shall submit the proposal to the Joint Committee thirty (30) days in advance of the Volunteer Day. Work performed by Volunteers shall be supervised and assisted by members of the Teamster/Trade union as listed below.

Adult School	1 union member
Lincoln High School	1 union member
Elementary School Level	2 union members (3 for Wilson Elementary)
Middle School Level	3 union members
San Leandro High School	4 union members

At least one site custodian will be offered this volunteer assignment when the work is at his/her site. The list of all other members at each proposed project shall be assigned on a rotating seniority basis. This list shall be posted and kept up to date by the shop stewards. Members of Teamster/Trade shall be paid at the overtime rate for hours worked. Teamster/Trade members who are scheduled and report for duty will receive a minimum of 2 hours overtime pay.

The site administrator, the Assistant Superintendent of Business Services or designee may cancel a scheduled volunteer day by notifying the Manager of Maintenance and Operations at least forty-eight (48) hours in advance of the scheduled Volunteer Day.

The committee will review issues including work performed by volunteers that may impact the bargaining unit, use of temporary employees to perform bargaining unit work, and the effect of subcontracting on bargaining unit work.

The committee shall have the authority to exchange information regarding these topics, develop informal procedures for addressing these issues, and develop recommended language to modify the collective bargaining agreement concerning these topics. Any proposed collective



bargaining language shall be referred back to the negotiation process. Modification of the collective bargaining agreement shall require approval of the Union and the governing board. The Union and District agree to have three (3) or four (4) volunteer days or weekends a year provided Teamster/Trades employees are offered employment on these days at the overtime rate to work with and supervise volunteers. A list of projects to be done on these days/weekends will be obtained and reviewed with the Committee before the volunteer workdays. Either party could withdraw from this agreement by giving thirty (30) days written notice.

16.5 The committee shall review reclassification, staffing needs, and projections. Based on this review recommendations may be made to the Board for reclassification(s), additional positions, and/or position eliminations (if any). The board shall consider the recommendation and take such action as is necessary through its policies and legal requirements and as it determines appropriate.

16.6 **CUSTODIANS OR LAYOFF DISPLACEMENT:** The parties recognize the important role custodians perform in the maintenance of the District facilities and operations. It is the intent of the JOSC to review job security issues affecting employees. The JOSC's first goal will be informational. Thereafter the JOSC may make recommendations for collective bargaining agreement language. Consideration of such suggestions shall be in addition to any other matters properly reopened for negotiations.

#### **ARTICLE 17: SAVINGS PROVISIONS**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

#### **ARTICLE 18: CONCERTED ACTIVITIES**

18.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the bargaining unit or by its officers, agents, or members during the term of this agreement, including compliance with the request of other labor organizations to engage in such activity.

18.2 The Bargaining Unit recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward including all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with operations of the District by employees who are represented by the Bargaining Unit, the Bargaining Unit agrees, in good faith, to take all necessary steps to cause those employees to cease such action.

#### **ARTICLE 19: SUPPORT OF AGREEMENT**

The District and the Bargaining Unit agree that it is to their benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Bargaining Unit will support this Agreement for its term and will not appear before the

Governing Board to seek change or improvement in any matter subject to the meet and negotiating process except by mutual agreement of the District and the Bargaining Unit.

#### **ARTICLE 20: EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the District.

#### **ARTICLE 21: COMPLETION OF MEET AND NEGOTIATION**

During the term of this Agreement, the Bargaining Unit expressly waives and relinquishes the right to meet and negotiate on those items set forth in Government Code Article 3543.2 and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Bargaining Unit at the time they met and negotiated on and executed this Agreement and even though such subjects or matters were proposed and later withdrawn..

**ARTICLE 22: TERM**

The term of the collective bargaining agreement shall remain in full force and effect until June 30, 2019 and thereafter shall be extended yearly unless either party notifies the other in writing not later than June 30 of its request to modify, amend, or terminate the Agreement. For example, if no such notice is received on July 1, 2019 the above contract ending date shall automatically be extended until June 30, 2021. This rolling renewal shall continue until receipt of appropriate written notification as provided herein.

The District and the Union may reopen negotiations annually on wages, benefits, and one other article each by providing written notice on or before March 15 of each year of the Agreement commencing March 15, 2009 for the 2009-10 school year.

For the purposes of notification in this article and other notification requirements contained in this agreement, the District shall notify the Union Representatives for both the Alameda Building Trades Council and the Teamsters 856. The Union shall notify the District's Assistant Superintendent for Human Resources.