

# MDUSD-Teamsters Table of Contents – 2023-2026

1. Sign In Sheets/Agendas need to sign
2. Initial Sunshine Proposals
3. Article 1: Recognition – MDUSD (2-22-23) signed
4. Article 2: Coverage – MDUSD
5. Article 4: Grievance Process - Teamsters
6. Article 5: Hours of Work – MDUSD
7. Article 6: Overtime/Scheduled Extra Work – MDUSD
8. Article 7: Call Back Time – MDUSD
9. Article 9: Vacation – Teamsters & MDUSD (2-22-23) Status Quo (Removed)
10. Article 10: Holidays – MDUSD & Teamsters
11. Article 24: Salary Administration – MDUSD (2-22-23)
12. Article 25: Salary – MDUSD & Teamsters
13. Article 26: Employee Benefits – Teamsters Status Quo (Removed)
14. Article 27: Mileage – Teamsters
15. Article 32: Discipline – MDUSD (2-22-23)
16. Article 33: Release of Nonpermanent Employees – MDUSD (2-22-23)
17. Article 35: Lay Off Procedures - MDUSD
18. Article 37: Promotions – MDUSD
19. Article 40: Safety - Teamsters
20. Article 41: Transfers – MDUSD & Teamsters
21. Article 42: Food Service – MDUSD & Teamsters
22. Article 43: Transportation – MDUSD & Teamsters
23. Article 44: Substitute Custodian and School Bus Driver – MDUSD

24. Article 46: Low-Level Maintenance - MDUSD

25. Article 50: Term – MDUSD & Teamsters

26. New Article: I. T. Department - Teamsters

**TENTATIVE AGREEMENT**  
**between the**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
**and**  
**TEAMSTERS LOCAL 856**  
**June 23, 2023**

The Mt. Diablo Unified School District (“District”) and Teamsters Local 856 (“Teamsters”), collectively referred to as “the Parties,” have considered their mutual interests and have agreed to enter into this Tentative Agreement (“Agreement”), to completely resolve negotiations for the 2023-2024, 2024-2025 and 2025-2026, except that there shall remain reopeners for Articles 25 and 26 only for the 2025-2026 school year as provided for in this Agreement.

1. Tentative Agreements. This Tentative Agreement incorporates the following revisions to Articles 1 (Recognition), 2 (Coverage), 4 (Grievance Procedure), 5 (Hours of Work), 6 (Overtime/Scheduled Extra Work), 7 (Call Back Time), 9 (Vacation), 10 (Holidays), 24 (Salary Administration), 25 (Salary), 27 (Mileage), 32 (Discipline), 33 (Release of Nonpermanent Employees), 35 (Layoff Procedures), 37 (Promotions), 41 (Transfer), 42 (Food Service), 43 (Transportation), and 46 (Low-Level Maintenance), 50 (Term). The following articles were opened for negotiations, but later withdrawn and shall remain status quo: 26 (Employee Benefits), 40 (Safety), and 44 (Substitute Custodian and School Bus Driver).

2. Full Article Revisions. The Parties agree to incorporate the changes made pursuant to this Tentative Agreement to reflect the changes made to the CBA.

3. Revisions to Article 22, Sick Leave. The Parties agree that Paragraph D, “Extended Sick Leave,” of Article 22 shall be revised to read as follows:

Effective July 1, 2023, after all regular sick leave, accumulated compensatory time, vacation or other available paid leave have been exhausted and an employee who additional absence is absent due to illness or accident is necessary, the employee shall receive the difference between his/her own salary and the amount paid to a substitute, and benefits if previously receiving benefits, to a total of an additional five (5) months. This extended sick leave shall run concurrent with the employee’s regular and accumulated sick leave, vacation (at the employee’s election), or any other leave available leave consistent with Education Code section 45196.

4. Salary Study. Within ten (10) days of the date of final approval of this Agreement, the District will contract with School Services of California to conduct a compensation study of all positions within the Teamsters bargaining unit reflected in Article 2, Coverage, as revised by this Tentative Agreement, except those positions that have been recently reviewed and are listed below. On or before September 1, 2023, representatives of School Services shall meet with the District and Teamsters to share their proposed timeline and methodology for the compensation study. Following completion of the compensation study, the District and Teamsters shall meet and confer at least twice to discuss the final results of the compensation study. In addition, the District agrees to share the final results of the compensation study and potential recommendations on the

compensation study, with the Governing Board at least twice in closed session related to negotiations.

	Former Job Title	Current Job Title
5	Groundskeeper	Groundswoker I
3	Groundskeeper	Groundswoker II
2	Grounds Equipment Manager	Groundswoker II
5	Groundskeeper/Gardener	Groundswoker II
1	Groundskeeper/Gardener	Groundswoker III
4	Medium Equipment Manager	Groundswoker III
3	Sprinkler Tech	Irrigation Tech
1	Grounds Senior Lead	Senior Grounds Lead
	FS I	Food Service Assistant
	FS II	Food Service Assistant
29	FS III	FNS Cook/Baker
13	Network Tech I	IT Support Specialist
6	Network Tech II	Network/Systems Administrator
5	Network Tech III	Senior Network/Systems Admin

5. Article 9, Vacation. The Parties agreed to withdraw Article 9, Vacation, with the understanding that a representative from the District and one from Teamsters will meet to discuss potential clarifications and updates to the Article.

6. Effective Date. The Agreement shall become effective upon approval by Teamsters and the District, as evidenced by the signature of the Teamsters and District designees and by ratification of the Teamsters unit members and approval of the District Board of Education.

7. Technical Changes. The Parties agree to work together to review the CBA make any necessary corrections to the CBA, Index and Appendix to reflect agreements and update cross references.

8  
X

Changes in Contract. With the exception of the changes referenced in this Agreement and any agreed to related to reopeners for the 2025-2026 school year, all other contract language will remain status quo.

FOR TEAMSTERS LOCAL 856

Alex Jell 6/23/23

Mup 6/23/23

Abeyn 6/23/23

M+a 6/23/23

Wanda J... 6/23/23

Jim the O... 6/23/23

Mike D... 6/23/23

FOR DISTRICT

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]


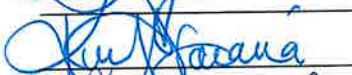
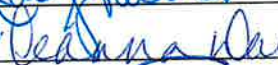


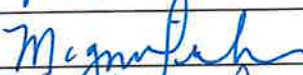

MDUSD-TEAMSTERS  
April 25, 2023

TENTATIVE AGREEMENT - ARTICLE 1


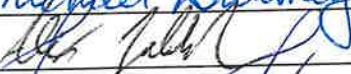
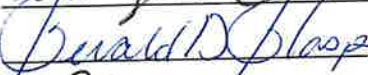





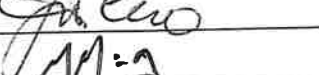

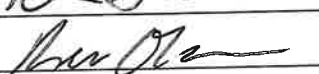
RECOGNITION

The District recognizes Teamsters as the exclusive representative of the employees in the Custodial, Food Service, Landscape, Maintenance, **Technology and** Information Technology **Services**, Transportation, Warehouse, Substitute Custodian, Groundskeeper, and School Bus Driver Unit pursuant to Chapter 10.7 (commencing with Section 3540) of the Government Code.

District

 4-25-23  
 4-25-2023  
 4-25-23  
 4/25/23  
 4/25/23  
 4/25/23  
 4/25/23  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Teamsters

 4-25-23  
 4-25-23  
 4-25-23  
 4/25/23  
 4-25-23  
 4-25-23  
 4-25-23  
 4-25-23  
 4-25-23  
 4-25-23  
 4-25-23  
\_\_\_\_\_

**Tentative Agreement Between  
Mt. Diablo Unified School District and  
Teamsters  
May 19, 2023**

**ARTICLE 2**

**COVERAGE**

The Custodial, Food Service, Landscape, Maintenance, ~~Information Technology and Information Services~~, Transportation, Warehouse, and ~~Substitute Custodian and Substitute School Bus Driver Unit~~ consist of all employees in the classified service in the following classifications:

**A. Unit Description**

~~Auto Mechanic Assistant~~  
~~Building Trades Leadworker, Senior~~  
Carpenter  
~~Carpenter Leadworker~~  
~~Computer Systems Technician~~  
~~Computer/Office Equipment Technician~~  
Custodial Leadworker I  
Custodial Leadworker II  
~~Custodial Leadworker II, Roving~~  
Custodian  
Custodian, PM  
Custodian, PM, Roving  
~~Custodian, PM, Substitute~~  
Custodian, Elementary Head  
~~Custodian, Substitute~~  
~~Delivery Service Worker~~  
~~Electrical/Electronics Leadworker, Senior~~  
~~Electrical-Electronics Leadworker~~  
Electrician  
~~Electro-Mechanical Technician Leadworker, Senior~~  
Electro-Mechanical Technician  
Electro-Mechanical Technician, Apprentice  
Electronics Technician  
~~Energy Conservation Technician~~  
~~Equipment Mechanic~~

Equipment Mechanic Technician  
Fire Systems Technician  
Food & Nutrition Services Assistant  
~~Food Service Assistant I~~  
~~Food Service Assistant II~~  
Food & Nutrition Services Cook/Baker  
Food & Nutrition Services Warehouse Attendant Truck Driver  
~~Food Service Assistant III~~  
Food Service Cooking/Baking Instructor  
Food Service Coordinator  
Food Service Lead Worker I  
Food Service Lead Worker II  
Food Service Lead Worker III  
Food Service Production Instructor  
Food Transport Assistant  
Food Transport Driver  
General Maintenance Worker  
General Maintenance Worker, Senior  
Glazier/Carpenter  
Grounds Worker I  
Grounds Worker II  
Grounds Worker III  
~~Grounds Equipment Operator~~  
Grounds Senior Leadworker  
~~Grounds Leadworker, Senior~~  
~~Groundskeeper~~  
~~Groundskeeper/Gardener~~  
Groundkeeper, Substitute  
~~Heating and A/C Leadworker II~~  
Heating Equipment Lube/Service Tech  
Inventory & Materials Storekeeper  
Irrigation Technician  
I.T. Support Specialist  
Locksmith/Carpenter  
Maintenance Helper  
Mechanical Service Technician Leadworker  
Mechanical Service Technician  
~~Medium Equipment Operator~~  
Mobile Maintenance Team Worker  
Mobile Maintenance Working Team Leader  
Network/Systems Administrator  
~~Network Technician I~~  
~~Network Technician II~~  
~~Network Technician III~~  
Painter  
Painter, Apprentice



~~Painting Leadworker~~

Parts Controller

~~Planner~~

Plumber

Plumbing/Welding Leadworker, Senior

~~Resource Conservation Coordinator~~

Roofer

School Bus Driver

~~School Bus Driver, Substitute~~

School Bus Driver/Delegated Driver Instructor

School Bus Driver/ Driver Instructor

Security Operations Worker

~~Senior Network/Systems Administrator~~

Site Technology Support Technician I

Site Technology Support Technician II

~~Sprinkler Maintenance Technician~~

~~Technology Customer Help Desk Technician~~

~~Technology Customer Help Desk Technician/Special Education~~

Technology Customer Help Desk Tech II

~~Telecommunications Technician~~

Tree Trimmer

Transportation Scheduler

Vehicle Service Technician II

Warehouse Attendant Truck Driver

Warehouse Leadworker

Welder

**B. ~~Substitute Employees~~**

**1. ~~Substitute School Bus Drivers~~**

~~For purposes of this Agreement, Substitute School Bus Drivers are those who have completed all legal and District training and licensing requirements and who possess appropriate licenses.~~

**2. ~~Substitute Custodians~~**

~~For purposes of this Agreement, Substitute Custodians are those who have successfully completed all District requirements for training and have been certified by the District as qualified substitute custodians.~~

**3. ~~Substitute Groundskeepers~~**

For purposes of this Agreement, Substitute Groundkeepers are those who have successfully completed all District requirements for training and have been certified by the District as qualified substitute groundkeepers.


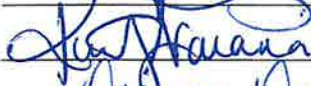

**C. Coverage of Agreement**

This Agreement applies only to probationary and permanent employees in the Custodial, Food Service, Landscape, Maintenance, ~~Information Technology and Information Services~~, Transportation, Warehouse., ~~Substitute Custodian, Substitute Groundkeeper, and School Bus Driver Unit. Only Article 44 applies to Substitute Custodian, Substitute Groundkeeper, and Substitute School Bus Drivers.~~






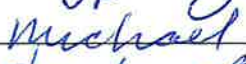
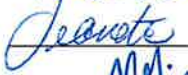
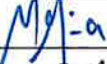

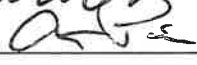
**D. Creation of New Job Classifications**

Other than positions classified as Supervisory, Confidential or Management, the District shall notify and consult with the Union prior to the creation of new job classifications. Any dispute concerning the District's assignment of new classifications to a bargaining unit shall be referred to the Public Employment Relations Board.

District

 5/31/23  
 5-31-2023  
 5-31-23  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Teamsters

 5/31/23  
   5/31/23  
 5/31/23  
 Michael Dulaney 5/31/23  
 Jeanette Perry 5/31/23  
 Mj-a 5/31/23  
 Mrs. Khan 5/31/23  
 Art 5/31/23  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TENTATIVE AGREEMENT - ARTICLE 4**

**GRIEVANCE PROCEDURE**

**A. Definitions**

The following definitions control the meaning of the terms as used in this procedure:

1. "Grievance" means a complaint of one (1) or more employees that they have been adversely affected by a violation and/or misinterpretation of this Agreement.
2. "Grievant" means the Union, employee or employees filing the grievance. Union may act as the grievant.
3. "Immediate Supervisor" means the person at the lowest administrative level who has been designated management or supervisory and who assigns, reviews, or directs the work of the employee.
4. "Party" means the grievant and the District.
5. "Work Day" means a day when the administrative offices of the District are open.

**B. Time Limits**

Each party involved in a grievance shall act so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. Failure at any step of this procedure to communicate the decision on a grievance within specified limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The days are counted in a time period commencing with the day following the action.

**C. Service**

Decisions and appeals shall be served by [email](#), personal service, or by mail. If served by mail, two (2) days shall be added to the time in which the action

must be taken and the decision or appeal shall be deemed served at the end of the extended period.

#### **D. Presentation**

An employee or his/her representative, or both, may present a grievance while on duty. On any grievance, no more than four (4) may participate while on duty, whether grievants, representatives or witnesses, unless otherwise approved by the District. That approval shall not be unreasonably withheld. Any step of the procedure may be waived in writing by the parties.

#### **E. Representation**

The grievant may be represented by Teamsters, or as provided by law, the employee may represent himself/herself at any formal step of this procedure. If the grievant is represented by himself/herself, the Union retains the right to be present at any formal step of the procedure as an observer. ~~Shop stewards shall be on paid time during all grievance steps.~~

#### **F. Informal Discussion - Step 1 (Immediate Supervisor)**

The alleged violation shall first be discussed informally with the immediate supervisor ~~when applicable~~. During this informal discussion, and at formal steps 2, 3 and 4 of the grievance procedure, the grievant if not representing him or herself, shall have the right to have **only** a representative(s) present that has been designated by Teamsters.

Both parties agree that grievances inasmuch as possible are best resolved at the lowest possible level and as timely as possible.

Any alleged violation ~~affecting three or less employees~~ not first discussed informally with the immediate supervisor cannot proceed through the formal grievance procedure (refer to "Informal Conference Summary" form - Appendix C). ~~Alleged violations affecting four or greater employees may begin at an appropriate higher step.~~

#### **G. Formal Grievance - Step 2 (The Appropriate Director, School Principal or Department designee)**

1. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than thirty (30) work days after the event or circumstances occasioning the grievance, if the employee knew or should have known of the event or circumstances.

2. A formal grievance shall be initiated in writing on a mutually agreed to form and shall be filed with the appropriate Director, School Principal or Department designee. The form shall be completed to show the following:
  - a. Grievant(s) name and work location.
  - b. Grievant(s) work function.
  - c. The date the grievance is delivered to the appropriate Director, School Principal, or Department designee.
  - d. The provision(s) of the Agreement alleged to have been violated.
  - e. The circumstances of the grievance (concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
  - f. The remedy sought by the grievant(s).
  - g. The name of the representative, if any, chosen by the grievant(s).
  - h. The signature(s) of the grievant(s). Signature may be by a recognized Union representative.

3. The appropriate Director, School Principal, or Department designee shall have a conference with the grievant and consider as fully as he/she deems necessary the circumstances of the grievance.

34. Within twenty (20) work days after receipt of the formal grievance, the appropriate Classified Director or School Principal shall investigate the grievance and give his/her decision in writing to the grievant. If the grievant is not represented by the Union, a copy shall be sent to the Union.

#### H. Formal Grievance - Step 3 (Assistant Superintendent/Personnel or his/her designee)

1. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing within twenty (20) work days to the Executive Chief Director of Human Resources or his/her designee. The grievant shall identify each aspect of the appropriate Director's or School Principal's decision with which the grievant disagrees.
2. If the parties mutually agree, the Executive Chief Director of Human Resources or his/her designee shall have a conference with the grievant and consider as fully as he/she deems necessary the circumstances of the grievance.
3. Within twenty (20) work days of the filing of the appeal to Step 3, the Executive Chief Director of Human Resources or his/her designee shall respond in writing to the grievant. That response shall state the Executive Chief Director of Human Resources or his/her designee view of the facts.

and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Union, a copy shall be sent to the Union.

~~I. Formal Grievance - Step 4 (Superintendent)~~

~~1. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision in writing within twenty (20) work days to the Superintendent. The grievant shall identify each aspect of the Executive Chief Director of Human Resources or his/her designee decision with which the grievant disagrees.~~

~~2. The Superintendent shall investigate the grievance as fully as he/she deems necessary, and may provide for conferences with the grievant, who shall continue to have his/her right of representation. The Superintendent shall respond within twenty (20) work days of the appeal to the grievant. However, if one or more conferences are held the time limit for response shall be extended by five (5) work days from the last conference. That response shall state the Superintendent's view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Union, a copy shall be sent to the Union.~~

**JL. Formal Grievance - Step 45 (Arbitration)**

Teamsters may submit the grievance to final and binding arbitration if the grievant is not satisfied with the disposition of the grievance at Step 34.

Such submission by Teamsters must be made within twenty (20) work days after service of the decision, in writing, of the Superintendent. That demand shall identify each aspect of the decision with which the grievant disagrees. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within twenty (20) days of the Union's submission of the grievance to arbitration, submission of the grievance shall be made to the California State Mediation and Conciliation Service with a request that a list of arbitrators be submitted. Selection of the arbitrator shall be by alternate striking of names from the list, either party shall have the right to reject any list in its entirety and request a new list.

**JK. Modification**

The arbitrator shall have no power to add to, delete or amend the terms of the Agreement.

**KL. Cost**

The cost of the arbitrator shall be shared equally by the parties.

**LM. Attendance at Hearing**

The District agrees that employees shall not suffer loss of compensation from District employment for time spent as a grievant, representative or witness at a hearing held pursuant to this procedure.

**MN. Notice to Union**

When the grievant is not represented by Teamsters, no solution shall be finally approved until Teamsters is given a statement in writing of the proposed solution and ten (10) work days to file a response.

**NO. Recording of the Hearing**

At the request of either party a recording of the hearing shall be made. The cost of the recording shall be borne by the party requesting it. The recording shall be of such quality as to permit the preparation of an accurate record.

**OP. No Reprisals**

No reprisals of any kind will be taken by the Superintendent or his/her designee or by any member or representative of the administration or Board against any grievant, member of the Union, or any other participant in the grievance procedure by reasons of such lawful participation.

**PQ. Shop Stewards**

1. Teamsters may designate from the following divisions for the purpose of processing grievances, twenty (20) Shop Stewards: Custodial, Food Service, Landscape, Maintenance, Technology and Information Services, Transportation, Warehouse and Mechanics. The total maximum of hours the Shop Stewards may be released shall remain at fifty-six (56) hours per month.
2. Teamsters shall notify the District in writing of those members of Teamsters designated as Shop Stewards and any subsequent changes.
3. The combined release time for all 20 stewards shall not exceed a total of 56 hours during any one month, travel time inclusive. Time spent at a hearing or conference shall not be charged against this maximum.
4. The Shop Steward shall request release in writing twenty-four (24) hours in advance from his/her immediate supervisor and shall report in upon return to duty. That release shall not be unreasonably denied.

5. Upon entering another work location, the Shop Steward shall identify himself/herself to the supervisor in charge of that location and state the purpose and expected duration of the visit. If the supervisor is unavailable, another appropriate administrator must be contacted.
6. The Steward may be denied permission by the District's representative to talk to the employee on his/her duty time if that will unduly interfere with the employee's work. Any disagreement over this access shall be immediately referred to the **Executive Chief** Director of Human Resources for determination. Provision of this remedy shall not bar use of the Grievance Procedure.
7. The Union shall from time to time identify, in writing, a person as a site steward and the extent of his/her authority. Such stewards shall be given a very limited amount of release time for processing grievances at their site.

**District**

*[Signature]* 3-21-23  
~~*[Signature]*~~ 3/21/23  
 Mignofuh 3/21/23  
 Weanna Davis 3/21/23  
~~*[Signature]*~~ 3/21/23  
~~*[Signature]*~~ 3/21/23  
~~*[Signature]*~~ 3/21/23  
 J. J. [unclear] 3-21-2023

**Teamsters**

~~*[Signature]*~~ 3-21-23  
 Mr Olen 3-21-23  
 Miel 4/18/23  
 M.A. 04/18/23  
 Michael Dulong 4/18/23  
~~*[Signature]*~~ 4-18-23  
 J. [unclear] 4-18-23  
 J. [unclear] 4-18-23  
 J. [unclear] 4/18/23  
 Alex [unclear] 4/18/23  
 [unclear] 4/18/23  
 Dequan 4/18/23



**Tentative Agreement Between  
Mt. Diablo Unified School District and  
Teamsters  
May 19, 2023**

~~TENTATIVE AGREEMENT~~ **ARTICLE 5**

**HOURS OF WORK**

**A. Full-time**

1. All full-time employees work eight (8) hours per day, forty (40) hours per week.
2. All full-time employees shall have an unpaid thirty (30) minute daily lunch period and a paid fifteen (15) minute rest period in the morning and in the afternoon which shall be scheduled between the employee and the supervisor or unit manager. All paid lunch periods and rest periods are to be taken at the work site. Lunch and rest periods cannot be used to start late or end early, ~~per~~ pursuant to Labor Code.

**B. Part-time**

1. All part-time personnel are employed for a fractional part of an eight (8) hour day, forty (40) hour week.
2. All part-time employees employed for four (4) hours per day or more shall have a fifteen (15) minute rest period which shall be scheduled between the employee and the supervisor or unit manager.
3. Part-time employees working five (5) hours per day or more shall be entitled to an unpaid thirty (30) minute meal period which shall be scheduled between the employee and the supervisor or unit manager. Lunch and rest periods cannot be used to start late or end early, ~~per~~ pursuant to Labor Code.

**C. Assigned Hours**

The actual hours of duty time will vary at work locations dependent upon individual school assignments. Such variance in hours of duty shall be determined by the immediate supervisor not later than thirty (30) days after the opening day of classes.

Once the hours of work are established, including variables in yearly work assignment such as student vacation periods and modified school day, they will not be varied for an individual employee without that employee's consent or without just cause given the employee in writing, subject to challenge in the grievance procedure.

#### D. Work Week

1. The normal work week shall consist of five (5) consecutive work days, Monday through Friday. Any employee ~~hired or promoted after October 7, 1980,~~ may be assigned to a work week other than Monday through Friday. ~~Any employee hired prior to October 7, 1980, may opt to participate in the weekend shift schedule and shall be selected on a seniority basis.~~ All employees who work a work week other than Monday through Friday shall be paid the differential of ten (10) percent.

This differential shall not be prorated over periods of time less than one (1) month. Assignment to a weekend schedule shall be for periods of not less than three (3) months.

2. A ten (10) hour day and four (4) consecutive day work week may be established for all or certain classifications of employees by mutual agreement between the District and the Union.

[If Teamsters want members to have different days off on the 4-10 schedule so members do not all take off the same days, MDUSD suggests striking the word "consecutive" in number 2 above.]

- ~~3.~~ For the mechanics, should a special project or State mandated project be required, both parties will meet and confer over their summer schedule. All avenues will be explored to maintain a 4/10 schedule.

~~32. A 9/80 work schedule may be established for all or certain classifications of employees by mutual agreement between the District and the Union. A 9/80 work schedule is where an employee works a recurring schedule of thirty six (36) hours in one calendar week and forty four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty four (44) hour calendar week. In the forty four (44) hour calendar~~

~~week, the employee works four (4) nine (9) hour days and one (1) eight-hour day.~~

- 43. A swing shift may be established for all or certain classifications of employees, by mutual agreement between the District and the Union.
- 54. Landscape and Warehouse Department personnel shall be assigned the following hours: 7:00 a.m. - 3:30 p.m.
- 65. District Maintenance hours of work shall be 7:00 a.m. to 3:30 p.m. year round.
- 76. Swing shift hours during the school year for bus mechanics shall be 12:00 p.m. to 8:00 p.m.

E. The parties incorporate by reference the current or any updated provisions of Education Code Section 45137, which currently reads:

A classified employee who works a minimum of 30 minutes per day in excess of his part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136.

If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his average assigned time by 50 minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.


Except where vacation entitlement is accrued on the basis of actual hours of paid regular service, vacation entitlement shall be based on the average number of hours worked per working day during the portion of the school year in which the employee is assigned to duty.

It is the intent of the Legislature, in enacting this section, to insure that part-time employees are accorded fringe benefits on an appropriate prorated basis with full recognition given to the number of hours worked by the part-time employee rather than on the basis of time fixed to the position when the fixed time is not reasonably correlated with the actual time worked.


This section is to be liberally construed in order that the provisions of Section 45136 may not be circumvented by requiring employees to work

in excess of the regularly fixed hours for a position on an overtime basis but for which premium pay is not provided nor appropriate adjustment is not made in fringe benefit entitlement.  
(Enacted by Stats. 1976, Ch. 1010.)

**District**

  
\_\_\_\_\_  
Kurt Kavana 5-31-2023  
Michael Nov 5-31-23  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Teamsters**

 5/31/23  
\_\_\_\_\_  
Alex J. [unclear] 5/31/23  
\_\_\_\_\_  
Beegun 5/31/23  
\_\_\_\_\_  
Michael Delaney 5/31/23  
\_\_\_\_\_  
Jeanette [unclear] 5/31/23  
\_\_\_\_\_  
M.M. [unclear] 5/31/23  
\_\_\_\_\_  
Mr Okon 5/31/23  
\_\_\_\_\_  
As [unclear] 5/31/23  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MDUSD and Teamsters**  
**Tentative Agreement**  
**June 23, 2023**

**ARTICLE 6**

**OVERTIME/SCHEDULED EXTRA WORK**

**A. Overtime Defined**

Upon prior approval of a supervisor, an employee may be required to work overtime in an emergency or for another valid reason. Overtime is work:

1. On holidays. All employees assigned to work on holidays will receive cash compensation or compensatory time off at a rate of time and one-half in addition to the regular pay received for the holiday. [Restored status quo]
2. In excess of eight (8) hours in any one (1) day.
3. In excess of forty (40) hours in any one (1) week.
4. Performed on the sixth (6th) or seventh (7th) day in any one (1) calendar week where an employee's assignment has averaged four (4) hours or more during the previous five (5) consecutive days.
5. Performed on the seventh (7th) day in any one (1) calendar week where an employee's assignment has averaged less than four (4) hours during the work week.

**B. Overtime Compensation\***

Overtime may be taken as compensatory time off (CTO), paid at the rate of one and one-half (1 1/2) times the hours worked or paid at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay, at the employee's option. CTO shall be used within one (1) year from the month in which it was earned, or it shall be paid off.

Prior to working overtime or scheduled extra work, the employee shall designate, in writing, to be paid or to take compensatory time off (CTO). This written designation shall not change, except in unusual and/or unforeseen circumstances in which the employee requests and the District agrees to convert a specified amount of unused CTO to paid compensation. Such a request shall not normally occur more than once in each fiscal year. Employees must provide notice 5 work days' notice to the supervisor

~~before taking compensatory time. No employee shall accrue more than 40 45 50 hours of compensatory time in any 12-month period.~~ An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations. Employees must coordinate in advance with their supervisor for approval.

~~Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.~~

~~Accrued compensatory time off shall be carried over for use in the next fiscal year; however, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.~~

\*Excludes School Bus Drivers and Food Service Employees as to Section B.

### **C. Custodial Section Extra Work**

Scheduled extra work that is performed in the Custodial Section that requires a return to the work site and is actually worked shall be paid at the appropriate rate for a minimum of four (4) hours or the period worked, whichever is greater.

Staffing and duties to be performed on extra work assignments shall be the responsibility of the District Custodial Supervisor.

A Custodian scheduled for an extra work assignment which cancels with less than 24-hour notice shall be compensated for four (4) hours at the appropriate rate and shall not be required to perform custodial services for the required time. (See Article 45)

### **D. Maintenance/Landscape Extra Work**

Scheduled extra work that requires the employee to remain at his/her job site shall be compensated at the appropriate rate of pay. Scheduled extra work that is performed in the Maintenance and Landscape Sections that requires a return to the work site and is actually worked shall be paid at the

appropriate rate for a minimum of ~~two (2)~~four (4) hours or the period worked, whichever is greater.

Staffing and duties to be performed on extra work assignments shall be the responsibility of the immediate supervisor.

Scheduled extra work shall be rotated by seniority among employees within each classification, each department, and at each work site.

District will post extra work rotation schedules. Employees accepting or refusing extra work will rotate to the bottom of the schedule.

Employees will be compensated for four (4) hours at the appropriate rate of pay if the extra work is canceled with less than a 24-hour notice to the employee.

**E. Maintenance/Landscape Sections Emergency Extra Work**

Emergency extra work shall be defined as a sudden, unforeseen condition or conditions or state of affairs calling for immediate action which requires an employee to remain at his/her job site.

Emergency extra work shall be rotated by seniority insofar as practicable, among employees within each classification, each department and at each site.

*Kon Marana* 7-5-2023

*M. J.*

*Ed John*

*Michael Dulong*

*AR*

*Gloria Sifotto*

*MY-9*  
*Jeannette*

MDUSD Proposal to Teamster on May 19, 2023, at 3:03 am/pm  
Teamsters counter to mdusd on 4-25-23 @ Time: 11:07am  
MDUSD Proposal to Teamsters on 4-18-23 @ Time: 2:13 pm  
Teamsters proposal to MDUSD on 4-11-23 @ Time: 2:49pm  
MDUSD Proposal to Teamsters on 2-14-23 @ Time: 10:53 am

**Tentative Agreement Between  
Mt. Diablo Unified School District and  
Teamsters  
May 19, 2023**

**ARTICLE 7**

**CALL BACK TIME**


An employee called back to work by a supervisor for unscheduled or emergency work after completion of his/her regular assignment, and after having departed the work site or having checked out on a time clock, shall be compensated for at least **four (4)** hours of work at the appropriate rate, irrespective of the actual time less than that required to work.

An employee who is asked to work by a supervisor for unscheduled or emergency work prior to the beginning of his/her regular assignment, and is already on the work site or premises, shall be compensated for the actual time worked at the appropriate rate.

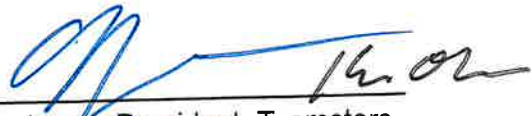

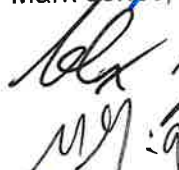
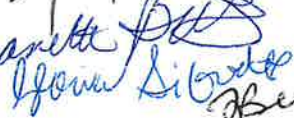

An employee who is asked to work remotely by a supervisor for unscheduled or emergency work shall be compensated for the actual time worked at the appropriate rate for at least one (1) hour of work at the appropriate rate.

Call back work shall be rotated by seniority among employees within each classification, each department, and at each work site, insofar as practicable.

**For the District**

  
\_\_\_\_\_  
Ryan Sheehy  
Director of Human Resources

**For Teamsters**

  
\_\_\_\_\_  
Mark Jones, President, Teamsters  
  
  
  




## TENTATIVE AGREEMENT - ARTICLE 10

### HOLIDAYS

#### A. Holidays Specified

A regular employee is entitled to payment for authorized holidays, provided he/she was in a paid status during any portion of his/her work day immediately preceding or succeeding the holiday. ~~Twelve (12) month employees are entitled to fourteen (14) paid holidays per fiscal year (July 1 through June 30).~~ Authorized holidays include:

January 1 (New Year's Day)  
Third Monday in January (Dr. Martin Luther King, Jr.'s Birthday)  
March 31 (Cesar Chavez Day)  
Third Monday in February (President's Day)  
A day to be determined during the Spring Recess (Board Holiday)  
Last Monday in May (Memorial Day)  
Juneteenth  
July 4 (Independence Day)  
First Monday in September (Labor Day)  
November 11 (Veteran's Day)  
A Thursday in November (Thanksgiving Day)  
A Friday in November (Succeeding Thanksgiving Day)  
December 25 (Christmas Day)

#### B. Choice Day

Annual choice of one of the following:

- Day **before** December 25 (Christmas Day)
- Day **after** December 25 (Christmas Day)
- Day **before** January 1 (New Year's Day)

#### C. Floating Holiday

One additional holiday designated as a "floating holiday" shall be granted. The date of such holiday shall be selected by the employee subject to approval of the District. That approval shall not be unreasonably withheld. However, Food Service and Transportation employees shall be paid for a floating holiday on the last working day of the January payroll.

**D. Second Choice Day (260 Day Employees Only)**

260 Day employees will be granted an additional one (1) day as a (second) annual choice within the following:

- November School Recess "Thanksgiving Week"
- Winter Recess
- Spring Recess

**B. Additional Holidays**

The District shall comply with Education Code Section 37220.

**C. Saturday and Sunday Holidays**

If the holiday falls on Saturday, the preceding work day not a holiday shall be deemed to be the holiday. If the holiday falls on Sunday, the following work day not a holiday shall be deemed to be that holiday. Should this cause a holiday to fall on a school day, the District and Union shall select another day as the holiday.

**D. Holiday Eligibility**

Employees who are not normally assigned to duty on the holidays of December 25, January 1, and choice day (December 24 or December 26 or December 31) shall be paid for those holidays provided that he/she was in a paid status during any portion of the work day of his/her normal assignment immediately preceding or succeeding the holiday period.

**E. Compensation for Holiday Work**

All employees assigned to work on holidays shall receive cash compensation ~~pursuant to Article 6~~ or compensatory \*time off at a rate of time and one half in addition to the regular pay received for the holiday.

\*Excludes Food Service, School Bus Driver, Substitute Custodian and Substitute School Bus Driver employees.

**F. Bus drivers who work on a non-Public School calendar and are scheduled to work on days designated as Board Holidays shall receive compensation at a rate of one and a half times regular pay or as compensatory time off, at the employee's designation.**

District

*[Signature]* 3-21-23

*[Signature]* 3/21/23

Mignone 3/21/23

Deanna Davis 3/21/23

*[Signature]* 3/21/23

*[Signature]* 3/21/23

Janet Garcia 3.21.2023

Maria 3/21/23

~~*[Signature]*~~

Teamsters

~~*[Signature]*~~ 3/21/23

Michael Delaney 3/21/23

Mia 3/21/23

*[Signature]* 3/21/23

Quinto 3/21/23

Yvonne 3/21/23

Cereso Begum 3/21/23

*[Signature]* 3/21/23

Arden 3/21/23

~~*[Signature]*~~

~~*[Signature]*~~

~~*[Signature]*~~

~~*[Signature]*~~

~~*[Signature]*~~

## TENTATIVE AGREEMENT - ARTICLE 24

### SALARY ADMINISTRATION

#### A. Initial Placement

All new employees assigned to a regular position shall receive the first step of the salary range for the class to which the position is assigned unless after review by a Human Resources Administrator, it is deemed that the candidate has relevant experience working in the same job class at another school district or in a related field. In this case, the candidate would receive steps of payment comparable to the years of experience, not to exceed step 45. In specific instances, where unusual difficulty exists in filling a position or where a candidate possesses exceptionally high qualifications, initial placement on other than the first step may occur, with appropriate approval of the Superintendent and the Board of Education.

#### B. Step Increases

An employee occupying a regular full-time or part-time position shall advance to the next higher step on the appropriate salary range following completion of six (6) months of probationary service in the class. The employee's Anniversary Date shall be established for future five (5) percent annual merit step adjustments at this time. Such Anniversary Date shall be established on the first day of the month; or, the first day of the following month if the first increment date falls during the sixteenth (16th) to the end of the month. Following the initial merit step advancement, succeeding step adjustments shall be granted annually on the employee's established Anniversary Date. The merit step advancement may be denied or delayed if the employee's evaluator gives him/her an overall rating of unsatisfactory. Denial of a step increase shall be subject to the Grievance Procedure.

#### C. Longevity Pay

Extra pay for continued service with the District is provided under a longevity-pay plan. Employees completing ten (10) years of continuous service receive an additional three and one-half (3.5) percent of their salary schedule rate. An additional three and one-half (3.5) percent of the employee's salary schedule rate is received with the completion of each four (4) year period thereafter.

#### D. Time of Payment

All employees, except hourly, shall be paid on the last working day of the month in which the work is performed. However, Food Service and School Bus Drivers shall be paid on the last working day of the month provided the work was performed by the 15<sup>th</sup> day of that month. Hourly employees and overtime shall be paid no later than the tenth (10<sup>th</sup>) day of the calendar month following the month in which the work was performed, provided the work was performed by the 20<sup>th</sup> day of the month. Upon mutual written agreement between the Union and the District, a different payment schedule may be established for specific employee groups.

**E. Assignment Out of Classification**

An employee temporarily assigned by his/her supervisor to the work of another classification, for a period of one full work day or more shall be placed on the salary range for that classification. The step placement shall be to that step which permits a full step higher salary than that received in the employee's normal classification, if possible.

In the occurrence an employee works thirty (30) consecutive work days in a vacant position, the vacant position must be posted unless the Board of Trustees or Superintendent enact a hiring freeze or hiring pause.

**F. Split Shift Differential**

An employee(s) whose work day is divided into shifts separated by periods in excess of one (1) hour shall receive a paid one-half (1/2) hour meal break.

**G. Differential Compensation**

1. **Meal Break** - Differential compensation is provided in the form of a one-half (1/2) hour paid meal break for all employees, including those assigned to substitute and short-term assignments, who work more than five (5) hours on an evening or night shift.
2. **Shift Differential** - Employees assigned to work on the swing shift (swing shift is defined as any shift beginning at or after 11 a.m.) shall receive an additional five (5) percent salary differential and employees assigned to the night shift (11 p.m. to 7 a.m.) shall receive a seven and one-half (7 ½) percent salary differential. This differential is based on their assigned monthly or hourly rate of pay.


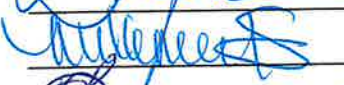

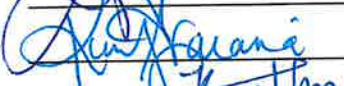




**H. Certification and License Differential**

The District shall pay a five (5) percent differential to all employees who are required by the District to have and maintain a special license or certification in addition to any specified in their job description.


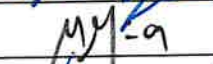
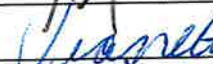


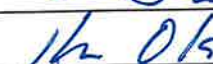
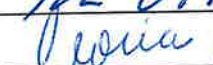
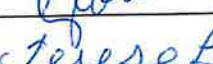
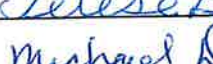
**I. Hazard Pay**

General Maintenance Workers assigned to work the hot asphalt kettle shall be paid an additional five (5) percent of their hourly rate for the hours worked in that assignment.

**District**

	3-21-23
	3/21/23
	3/21/23
	3.21.2023
	3.21.2023
	3-21-23
	3-21-23
	3/21/23

**Teamsters**

	3/21/23
	3/21/23
	3/21/23
	3/21/23
	3/21/23
	3/21/23
	3-21-23
	3/21/23
	3/21/23

MDUSD Counter to Teamsters on 6/23/2023 @  
Teamsters Counter to mdusd on 6-12-23 @ Time: 11:48am  
MDUSD Counter to Teamster on June 12, 2023 @  
Teamsters Counter to MDUSD on 5-31-23 @ Time:  
MDUSD Proposal to Teamster on May 19, 2023, at 3:27 pm  
Teamsters Counter to MDUSD on 5-2-23 @ Time: 3:41pm  
MDUSD Counterproposal to Teamsters on 5-2-23 @ Time: 2:04 pm  
Teamsters Counter to MDUSD on 4-25-23 @ Time: 11:57am  
MDUSD Counterproposal to Teamsters on 4-18-23 @ Time: 3:28 pm  
Teamsters Counter to MDUSD on 4-11-23 @ Time: 3:00pm  
MDUSD Counter to Teamsters (Package Proposal) on 4-11-23 @ 11:58 am  
Teamsters Counter to MDUSD on 3-21-23 @ Time:3:21 pm  
MDUSD Proposal to Teamsters on 3-21-23 @ Time: 12:05 pm

## ARTICLE 25

### SALARY

#### FOR 2023-24 SCHOOL YEAR

Effective July 1, 2023, all unit members shall receive an ongoing salary increase of ~~thirteen fourteen (13%)~~ seven percent (7%) to the salary schedule.

#### COMPENSATION STUDY

~~The District agrees to conduct a joint total compensation salary study with the Union, that compares all Teamsters 856 Represented positions (excluding positions that were reviewed within the last twelve months) with the following Districts:~~

~~West Contra Costa, San Ramon, Fremont, Acalanes, Walnut Creek, Fairfield, Martinez, Dublin, Pleasanton, Oakland, Antioch, San Francisco, Pittsburg~~

~~The salary study shall commence on July 1, 2023, and be completed no later than October 1, 2023 unless it is mutually agreed upon by the District and the Union that more time is needed.~~

~~The District and the Union shall meet and confer before the results are finalized. If it is concluded that any Teamsters 856 represented position is below the median by three percent (3%) or greater after the final results of the salary study are agreed upon, the District shall provide additional increases to those positions that bring the affected positions to within (3%) three percent of the median. All increases shall be effective July 1, 2024~~

#### **For 2024-2025 School Year**

- Effective July 1, 2024, all unit members shall receive an ongoing salary increase of three percent (3.0%) to the salary schedule.

### FOR 2024-25 SCHOOL YEAR

Effective July 1, 2024 all unit members shall receive an ongoing COLA increase of at least two and half percent (2.5%) to the salary schedule unless receiving a greater increase as a result of the Compensation Study.

### FOR 2025-26 SCHOOL YEAR

There shall be reopener negotiations to discuss only salary increases and benefits for the 2025-2026 school year.

Effective July 1, 2025 all unit members shall receive an ongoing COLA increase of two and half percent (2.5%) to the salary schedule.

### For 2023-2024 School Year

- Effective July 1, 2023, all unit members shall receive an ongoing salary increase of two and one-half percent four (4.0%) to the salary schedule. An additional one (1) percent one-time off schedule payment for all unit members, calculated before the salary schedule adjustment is applied, shall be paid. No later than 60 days after ratification of this tentative agreement, the District shall make the off-schedule payment to all unit members employed as of the date of ratification.

### For 2024-2025 School Year

- Effective July 1, 2024, all unit members shall receive an ongoing salary increase of one two and a half percent (1-2.50%) to the salary schedule.

### For 2025-2026 School Year

- Effective July 1, 2025, all unit members shall receive an ongoing salary increase of one two and a half percent (1-2.50%) to the salary schedule.

### FOR 2023-24 SCHOOL YEAR

Effective July 1, 2023, all unit members shall receive an ongoing COLA increase of fifteen and a half percent (15.5%) to the salary schedule.

### COMPENSATION STUDY

The District agrees to conduct a joint total compensation salary study with the Union, that compares all Teamsters 856-Represented positions (excluding positions that were reviewed within the last twelve months) with the following Districts:



~~West Contra Costa, San Ramon, Fremont, Acalanes, Walnut Creek, Fairfield, Martinez, Dublin, Pleasanton, Oakland, Antioch, San Francisco, Pittsburg~~

~~The salary study shall commence on July 1, 2023, and be completed no later than October 1, 2023 unless it mutually agreed upon by the District and the Union that more time is needed.~~

~~The District and the Union shall meet and confer before the results are finalized. If it is concluded that any Teamsters 856 represented position is below the median by three percent (3%) or greater after the final results of the salary study are agreed upon, the District shall provide additional increases to those positions that bring the affected positions to within (3%) three percent of the median. All increases shall be effective July 1, 2024~~

### ~~FOR 2024-25 SCHOOL YEAR~~

~~Effective July 1, 2024 all unit members shall receive an ongoing COLA increase of at least ~~two and a half~~ five percent (2.5%) to the salary schedule unless receiving a greater increase as a result of the Compensation Study.~~

### ~~FOR 2025-26 SCHOOL YEAR~~

~~Effective July 1, 2025 all unit members shall receive an ongoing COLA increase of ~~two and a half~~ five percent (2.5%) to the salary schedule.~~

### ~~FOR 2023-24 SCHOOL YEAR¶~~

~~¶ Effective July 1, 2023, all unit members shall receive an ongoing COLA increase of fourteen~~teen~~ and a half percent (14~~5~~.5%) to the salary schedule. ¶~~

### ~~COMPENSATION STUDY¶~~

~~¶ The District agrees to conduct a joint total compensation salary study with the Union, that compares all Teamsters 856 Represented positions with the following Districts:¶~~

~~¶ West Contra Costa, San Ramon, Fremont, Acalanes, Walnut Creek, Fairfield, Martinez, Dublin, Pleasanton, Oakland, Antioch, San Francisco, Pittsburg¶~~

~~¶ The salary study shall commence on July 1, 2023, and be completed no later than October 1, 2023 unless it mutually agreed upon by the District and the Union that more time is needed.¶~~

~~¶~~

~~The District and the Union shall meet and confer before the results are finalized. If it is concluded that any Teamsters 856 represented position is below the median by three percent (3%) or greater after the final results of the salary study are agreed upon, the District shall provide additional increases to those positions that bring the affected positions to within (3%) three percent of the median. All increases shall be effective July 1, 2024¶~~

~~¶~~  
~~¶~~

#### ~~FOR 2024-25 SCHOOL YEAR¶~~

~~¶~~

~~Effective July 1, 2024 all unit members shall receive an ongoing COLA increase of at least two and a half five percent (2.5%) to the salary schedule unless receiving a greater increase as a result of the Compensation Study.¶~~

~~¶~~  
~~¶~~

#### ~~FOR 2025-26 SCHOOL YEAR¶~~

~~¶~~

~~Effective July 1, 2025 all unit members shall receive an ongoing COLA increase of two and a half five percent (2.5%) to the salary schedule.~~

#### ~~FOR 2023-24 SCHOOL YEAR¶~~

~~¶~~

~~Effective July 1, 2023, all unit members shall receive an ongoing COLA increase of fourteen percent (14%) to the salary schedule. ¶~~

~~¶~~

#### ~~COMPENSATION STUDY¶~~

~~¶~~

~~¶~~

~~The District agrees to conduct a joint total compensation salary study with the Union, that compares all Teamsters 856 Represented positions with the following Districts:¶~~

~~¶~~

~~West Contra Costa, San Ramon, Fremont, Alcalanes, Walnut Creek, Fairfield, Martinez, Dublin, Pleasanton, Oakland, Antioch, San Francisco, Pittsburg¶~~

~~¶~~

~~The salary study shall commence on July 1, 2023, and be completed no later than October 1, 2023 unless it mutually agreed upon by the District and the Union that more time is needed.¶~~

~~¶~~

~~The District and the Union shall meet and confer before the results are finalized. If it is concluded that any Teamsters 856 represented position is below the median by three percent (3%) or greater after the final results of the salary study are agreed upon, the District shall provide additional increases to those positions that bring the affected positions to within (3%) three percent of the median. All increases shall be effective July 1, 2024¶~~

~~¶~~

¶  
~~FOR 2024-25 SCHOOL YEAR¶~~

¶  
~~Effective July 1, 2024 all unit members shall receive an ongoing COLA increase of at least three percent (3%) to the salary schedule unless receiving a greater increase as a result of the Compensation Study.¶~~

¶  
~~FOR 2025-26 SCHOOL YEAR¶~~

¶  
~~Effective July 1, 2025 all unit members shall receive an ongoing COLA increase of three percent (3%) to the salary schedule.~~

**“Me Too Agreement”**

If the district reaches a final, ratified agreement with MDEA which provides for an across-the-board salary schedule increase (or increase in district medical benefits contribution) in excess of the increase given to Teamsters, then Teamster bargaining unit members will receive the same percentage salary (or medical benefits) increase for the same school years (as a “me too”) with the same effective date for Teamsters unit members as of the date of ratification. Salary and medical benefits are defined solely as annual base, salary and medical benefits.

If a challenge is made to any District calculations, the parties shall promptly meet to discuss the difference between them and attempt to reach resolution. If no resolution is reached, Teamsters may file a grievance (and no salary or benefit adjustment will be made pending the resolution of the grievance). Only the Teamsters unit may grieve an alleged violation of this agreement or any of its provisions. No individual unit member may grieve or file any claim concerning an alleged violation of this “me too” agreement or any of its provisions. The right of individuals to file such claims will be deemed expressly waived by the ratification of this agreement by the bargaining unit.


This agreement excludes any reclassification or reorganization of any other units, and does not encompass any compensation increase for any District employees other than increases in base salary and base medical benefits as specifically identified above as part of successor or reopener contract negotiations with other units. For example, an agreement regarding class sizes, or work year calendar days, or changes to individual positions in other units (e.g. changes to some positions due to minimum wage changes), or agreements outside of successor or reopener negotiations with other units, which arguably impact compensation, will not trigger any obligation under this Agreement. Such changes in working conditions or compensation items

other than annual base, salary and medical benefits, or those negotiated by other District employees, do not create any District obligation under this Agreement. This "me too" agreement shall be considered a part of the agreement and applies for the 2023-2026 contract term only and expires at the end of the Teamsters contract term.

Karim Arana 7.5-2023

  
\_\_\_\_\_  
  
\_\_\_\_\_

Michael Dulaney

  
Gavin Sifuentes  
MMA

Veronica Perez 7/6/23

TENTATIVE AGREEMENT - ARTICLE 27

MILEAGE

A. Compensation


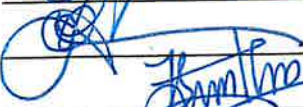

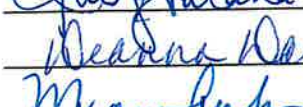
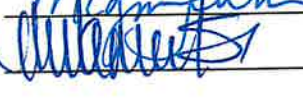
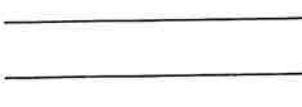


An employee(s) required by the District to use his/her own auto in the performance of his/her duties and an employee(s) who is assigned by the District to more than one (1) work site shall be reimbursed at a rate equal to that allowed, without itemization, by the Internal Revenue Service for:

1. Travel between work sites approved by the District.
2. Meetings or activities assigned or approved by the District.
3. Other work-related responsibilities approved by the District.

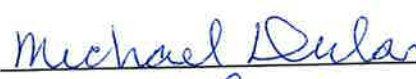



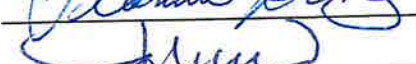
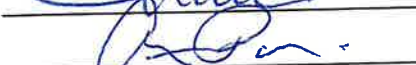


B. Approval

Reimbursement request for mileage (at the current I.R.S. rate when the miles were driven) shall be submitted in writing or electronically using a District approved written or electronic form. Reimbursement for required mileage shall be for miles actually driven.

District

 3-21-23  
 3.21.23  
 3.21.23  
 3/21/23  
 3-21-2023  
 3-21-23  
 3.21.23  
 3.21.23

Teamsters

 3-21-23  
 3/21/23  
 3.21.23  
 3-21-23  
 3/21/23  
 3/21/23  
 3/21/23  
 3/21/23

**Tentative Agreement  
MDUSD and Teamsters  
June 23, 2023**

**ARTICLE 32**

**DISCIPLINE**

Disciplinary actions shall be administered solely under the provisions of this Article.  
~~This Article applies only to permanent classified employees.~~

**A. Progressive Steps**

~~The District and the Union agree that timely progressive discipline promotes changes in behavior. The District agrees to notify the employee of any incident giving rise to a disciplinary action as soon after the incident as reasonably possible.~~

~~In handling administering disciplinary matters, it is intended that progressive steps will be utilized to the greatest extent permitted by individual circumstances, and that the level of discipline shall be commensurate with the offense. The following progressive steps may be as follows will be applied, except where that either step 1 or 2 is mandatory in dealing with causes of a cumulative nature, unless the nature of the offense is such that the District determines it necessary to skip a step or steps.~~

Progressive steps will be followed, except when the offense(s) is of a severe nature, the District may determine if necessary to skip a step or steps.

1. Verbal reprimand.
2. Letter of caution. A letter of caution is distinct from a written reprimand in that upon issuance it is not placed in the employee's personnel file.
3. Written reprimand. Will be placed in ~~with a copy to~~ the employee's personnel file.
4. Suspension without pay. Suspension is a temporary removal from the employee's assignment at the District without pay for a specified period of time. [Moved from B.2]

5. ~~Involuntary Reassignment, Transfer, or Demotion, to another location which results in loss of pay or demotion.~~ [Moved from B3, 4 and 5]
  - a. Involuntary demotion—Involuntary demotion is placement in a lower classification which may be at another location.
  - b. Involuntary Reassignment for Discipline—Involuntary reassignment is a change of assignment whereby an employee is deprived of an incident of classification and/or reassigned for punitive reasons.
  - c. Involuntary Transfer for Discipline—Involuntary transfer is a change of location, which may result in a loss of pay (i.e. loss of shift differential).

6. Dismissal.

## **B. ~~Disciplinary Action~~**

~~The following disciplinary actions may be taken by the District against a permanent employee for the causes listed in Section C of this Article. Regular Employees holding permanence in another classification shall be returned to the previous class when released from probation in their new classification with or without cause. [Moved to Article 33]~~

~~1. Dismissal—Dismissal is removal from the employment of the District.~~

~~2. Suspension—Suspension is temporary removal from the employment of the District without pay for a specified period of time.~~

~~3. Involuntary Demotion—Involuntary demotion is placement in a lower classification.~~

~~4. Involuntary Reassignment for Discipline—Involuntary reassignment is a change of assignment whereby an employee is deprived of an incident of classification and/or reassigned for punitive reasons.~~

~~5. Involuntary Transfer for Discipline—Involuntary transfer with a loss of wage or classification is a change of location, which may result in loss of pay (i.e., loss of shift differential).~~

~~No additional Current employees shall not be displaced from his/her their position without his/her their voluntary consent when another employee is involuntarily reassigned or transferred for disciplinary reasons.~~

## **BG. Cause**

A permanent employee may have disciplinary action taken against ~~him/her~~ them for any of the following causes:

1. Failure to adequately perform bona fide requirements of the position held.
2. Failure to comply with contractual conditions of employment, ~~Article 3.~~
3. Willful, negligent or persistent violation of rules and regulations.
4. Violation of any lawful order by an appropriate supervisor/manager.
5. Insubordination.
6. Dishonesty.
7. Use of controlled substances; i.e., alcoholic beverages, and/or illegal drugs, which has direct adverse effect on the District.
8. Use of controlled substances; i.e., alcoholic beverages and/or illegal drugs on the job site.\*
9. Disorderly or immoral conduct on duty or on the job site.\*
10. Conviction of a sex offense as defined in Education Code Section 44010, conviction of a narcotics offense in Education Code Section 44011, or conviction as a sexual psychopath in Article I, Chapter I, Part 1.5, Division 6 of the Health and Welfare Code.
11. Repeated, unexcused tardiness.
12. Repeated, unexcused failure to report to work as assigned.
13. Excessive absence which is detrimental to the District.
14. Repeated discourteous treatment of the public, students or other employees.
15. Willful or negligent damage to school property or willful waste of District supplies or equipment.
16. Evident unfitness for service.
17. Failure to maintain licenses or certificates required for the position by law or District policy or job description.



18. Material and intentional misrepresentation or concealment of any relevant fact in connection with obtaining employment.
19. Misappropriation of District funds or property.
20. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

\*In this context travel between work locations will be construed as on the job site.

**CD. Disciplinary Procedure for Involuntary Reassignment/Transfer, Demotion, Suspension and/or Dismissal**

Administrative Leave

Administrative Leave may be utilized in conjunction with the potential use of the discipline process, but such leave shall not be construed, in and of itself, as disciplinary action. An employee may be immediately placed on administrative leave with pay pending a hearing under the circumstances in which it would be seriously detrimental to the welfare of the District, students or other employees. Such leave may be ordered by the Executive Director, Human Resources or his/her designee, after the employee has been orally notified of the allegation(s) and has been given an opportunity to respond.

12. Investigation/Informal Meeting Hearing

An employee, against whom disciplinary action may be taken, shall meet with the ~~Executive Director~~, Chief of Human Resources or his/her designee. The employee shall be informed orally of the allegations and be given an opportunity to orally respond. The employee may be represented at the hearing by a representative of his/her choice.

2. Written Notice of Disciplinary Action

Before taking disciplinary action to dismiss, suspend, or demote an employee, the District shall cause to be served personally or by certified mail on the employee a Notice of Proposed Disciplinary Action, which shall contain the following:

- a. Statement of the specific charges against the employee written in ordinary and concise language and including the cause and the specific acts and omissions on which the disciplinary action is based.

No charge, however, shall be made based on facts which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District. [Moved from D.3.a]

- b. If it is claimed that the employee has violated a rule or regulation of the District or department, a copy of said rule shall be included with the notice.
- c. Copies of the materials upon which the charges are based. [From D.3.c]
- d. A statement that the employee may request a hearing in writing either by mail or personal delivery within five (5) calendar days after service of the statement of charges. A form shall be provided to the employee the signing of which shall constitute a demand for hearing and denial of all charges. In the absence of a request for hearing within the five (5) calendar days, the disciplinary action shall be effective on the date the employee was served with such notice. [From D.3.b]

3. Predisciplinary (Skelly) Meeting

The District shall provide written notice of the charges to the employee as set forth above and offer the employee an opportunity for a predisciplinary (Skelly) meeting on the charges.

4. At the completion of the investigation/informal ~~hearing-meeting or Skelly meeting~~ the District may elect to initiate specific disciplinary action. The employee/Union and the District may come to an agreement regarding implementation of the specific disciplinary action. The agreed to disciplinary action shall be summarized by the District and delivered to the employee/Union in writing.

5. Right to a Formal Hearing

If the District issues a notice of discipline, the employee shall remain in paid status to the extent required under Education Code section 45113.

~~a. Written Notice [MOVED ABOVE]~~

~~An employee against whom disciplinary action is taken, shall be informed in writing, either in person or by Certified mail to the last known address, of the following:~~

- ~~i. **Statement of Charges.** A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on~~

~~which the disciplinary action is based. No charge, however, shall be made based on facts which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.~~

~~II. **Right to a Hearing.** The employee may request a hearing, in writing either by mail or personal delivery, within five (5) working days after service of the statement of charges. A form shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing within the five (5) working days, the disciplinary action shall be effective on the date the employee was served such notice.~~

~~III. **Access to Material.** The employee may, upon request, have copies of the material upon which the charges are based.~~

~~a. **Suspension of two (2) days or less, and/or Involuntary reassignment/transfer:**~~

~~(1) If a hearing is requested, it shall be conducted by the Superintendent or his/her designee. However, the designee shall not be the same person who conducted the investigation pursuant to paragraph D21 of this Article.~~

~~(2) At the conclusion of the hearing the decision of the Superintendent or his/her designee shall be effective immediately; however, the employee within ten (10) work days may appeal the Superintendent/designee's decision to the Board of Education in accordance with Section 5 of this Article.~~

~~b. **Suspension of three (3) days or more, demotion, or dismissal:**~~

~~(1) If a hearing is requested, it shall be conducted by an arbitrator. The arbitrator shall be mutually selected by the District and the Union from an agreed upon list of arbitrators. A record of the hearing may be made. Costs of the hearing shall be shared equally by the District and the Union.~~

~~(2) An employee who demands a hearing before an arbitrator~~

shall be paid his/her regular salary until the final decision by the Board of Education, provided (1) he/she has been afforded an informal hearing and (2) he/she furnishes the District a suitable bond or other security acceptable to the District as a guarantee that the employee will repay the District should he/she be suspended or dismissed. If the employee is not suspended or dismissed, the District shall reimburse the employee the cost of the bond.

#### Formal Hearing

##### **b. Suspension**

- I. Suspension without pay or suspension with a reduction in pay shall be administered consistent with Education Code section 45113.
- II. If a hearing is requested, it shall be conducted by the Governing Board or an impartial third-party hearing officer, as determined by the Governing Board.
- III. The hearing shall be held within a reasonable period of time but not before five (5) working days after the filing of the request for a hearing.
- IV. The employee shall be given the opportunity to be represented at the hearing by a representative of his/her choice.
- V. Technical rules of evidence shall not apply at the hearing.
- VI. At the conclusion of the hearing the decision shall be final.
- VII. A record of the hearing may be made.
- VIII. Cost of the hearing shall be shared equally by the District and the Union.

##### c. Demotion or Dismissal

- I. If a hearing is requested, it shall be conducted by an impartial third-party hearing officer. The hearing officer shall be mutually selected by the District and the Union from an agreed upon list.
- II. The hearing shall be held within a reasonable period of time but not before five (5) working days after the filing of the request for a hearing.
- III. The employee shall be given the opportunity to be represented at the hearing by a representative of his/her choice.
- IV. Technical rules of evidence shall not apply at the hearing.

V. At the conclusion of the hearing the decision of the hearing officer shall be effective immediately; however, the employee within five (5) work days may appeal the decision to the Board in accordance with paragraph C.5 of this Article.

VI. A record of the hearing may be made.

VII. Cost of the hearing shall be shared equally by the District and the Union.

VIII. If a hearing officer is assigned, the decision of the hearing officer shall be final.

5. Appeal to the Board of Education

- a. The hearing officer shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. ~~If the designee is an arbitrator the arbitrator's report shall be sent to the Board.~~ A copy of the recommended decision shall be sent to the employee.
- b. Prior to making a final decision, the Board of Education shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.
- c. The Board of Education shall either accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the findings of fact or the arbitrator's report. If the Board modifies the designee's decision it shall provide the employee with its rationale for the modification.
- d. The decision of the Board of Education shall be final.

46. Failure to Appear

Failure by the employee to appear in person or to be represented by a designated representative in his/her stead for any scheduled hearing shall constitute a waiver of the hearing. Disciplinary action will be taken without a hearing.

~~1. Verbal reprimand - The employee will be reprimanded and informed of their specific offense and be counseled on corrective action.~~

- ~~2. Letter of caution~~— A letter of caution is distinct from a written reprimand in that upon issuance it is not placed in Warning letter with a copy to the employee's personnel file.
- ~~3. Written reprimand~~— with a copy to the Will be placed into the employee's personnel file.
- ~~4. Suspension without pay~~— Suspension is temporary removal from the employment of the employee's assignment at the District without pay for a specified period of time. [Moved from B2]
- ~~5. Involuntary Reassignment, Transfer, or Demotion~~— [Moved from B3, 4, and 5]  
to another location or to another classification which results in loss of pay or demotion.
  - ~~a. Involuntary Demotion~~— Involuntary demotion is placement in a lower classification which may be at another location.
  - ~~b. Involuntary Reassignment for Discipline~~— Involuntary reassignment is a change of assignment whereby an employee is deprived of an incident of classification and/or. reassigned for punitive reasons which may be at another location.
  - ~~c. Involuntary Transfer for Discipline~~— Involuntary transfer with a loss of wage or classification is a change of location for punitive reasons, which may result in loss of pay (i.e., loss of shift differential).

~~No additional Current employees shall not be displaced from his/her their position without his/her their voluntary consent when another employee is involuntarily reassigned or transferred for disciplinary reasons:~~

- ~~6. Dismissal~~— Dismissal is removal from the employment of the District. [Moved from B1]

## **B. Disciplinary Action**

~~The following disciplinary actions may be taken by the District against a permanent employee for the causes listed in Section C of this Article.~~ [Moved to Article 33]

- ~~1. Dismissal~~— Dismissal is removal from the employment of the District.

- ~~2. Suspension — Suspension is temporary removal from the employment of the District without pay for a specified period of time.~~
- ~~3. Involuntary Demotion — Involuntary demotion is placement in a lower classification.~~
- ~~4. Involuntary Reassignment for Discipline — Involuntary reassignment is a change of assignment whereby an employee is deprived of an incident of classification and/or reassigned for punitive reasons.~~
- ~~5. Involuntary Transfer for Discipline — Involuntary transfer with a loss of wage or classification is a change of location, which may result in loss of pay (i.e., loss of shift differential).~~
- ~~No additional Current employees shall not be displaced from his/her their position without his/her their voluntary consent when another employee is involuntarily reassigned or transferred for disciplinary reasons.~~

**BC. Cause**

- ~~A permanent employee may have disciplinary action taken against him/her them for any of the following causes:~~
- ~~1. Failure to adequately perform bona fide requirements of the position held.~~
- ~~2. Failure to comply with contractual conditions of employment, Article 3.~~
- ~~3. Willful, negligent or persistent violation of rules and regulations.~~
- ~~4. Violation of any lawful order by an appropriate supervisor/manager.~~
- ~~5. Insubordination.~~
- ~~6. Dishonesty.~~
- ~~7. Use of controlled substances; i.e., alcoholic beverages; prescription, and/or illegal drugs, which has direct adverse effect on the District.~~

- ~~8. Use of controlled substances; i.e., alcoholic beverages and/or illegal drugs on the job site.\*~~
- ~~9. Disorderly or immoral conduct on duty or on the job site.\*~~
- ~~10. Conviction of a sex offense as defined in Education Code Section 44010, conviction of a narcotics offense in Education Code Section 44011, or conviction as a sexual psychopath in Article I, Chapter I, Part 1.5, Division 6 of the Health and Welfare Code.~~
- ~~11. Repeated, unexcused tardiness.~~
- ~~12. Repeated, unexcused failure to report to work as assigned.~~
- ~~13. Excessive absence which is detrimental to the District.~~
- ~~14. Repeated discourteous treatment of the public, students or other employees.~~
- ~~15. Willful or negligent damage to school property or willful waste of District supplies or equipment.~~
- ~~16. Evident unfitness for service.~~
- ~~17. Failure to maintain licenses or certificates required for the position by law or District policy or job description.~~
- ~~18. Material and intentional misrepresentation or concealment of any relevant fact in connection with obtaining employment.~~
- ~~19. Misappropriation of District funds or property.~~
- ~~20. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.~~

~~\*In this context travel between work locations will be construed as on the job site.~~



**GD. — Disciplinary Procedure for Involuntary Reassignment/Transfer, Demotion, Suspension and/or Dismissal**

~~\_\_\_\_\_ [District would like to consider moving this above or removing this section since administrative leave is not a disciplinary procedure]~~

~~Administrative Leave may be utilized in conjunction with the potential use of the discipline process, but such leave shall not be construed, in and of itself, as disciplinary action. An employee may be immediately placed on administrative leave with pay pending a hearing under the circumstances in which it would be seriously detrimental to the welfare of the District, students or other employees. Such leave may be ordered by the Executive Director, Human Resources or his/her designee, after the employee has been orally notified of the allegation(s) and has been given an opportunity to respond.~~

~~\_\_\_\_\_ 1. — Investigation/Informal (Skelly) Meeting/Hearing~~

~~\_\_\_\_\_ An employee, against whom disciplinary action may be taken, shall meet with the Executive Director, Chief of Human Resources or his/her their designee. The employee shall be informed orally of the allegations and be given an opportunity to orally respond. The employee may be represented at the hearing by a representative of his/her choice.~~

~~\_\_\_\_\_ 2. — Written Notice of Disciplinary Action~~

~~\_\_\_\_\_ a. — Statement of Charges. A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made based on facts which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.~~

~~III. — Access to Material. The employee may, upon request, have copies of the material upon which the charges are based.~~

~~{District believes this largely tracks what Teamsters has below under "Skelly Requirements}~~

**32. — Predisciplinary (Skelly) Meeting**

---

~~The District shall provide written notice of the charges to the employee as set forth below and offer the employee an opportunity for a predisciplinary (Skelly) meeting on the charges.~~

---

~~**Skelly Requirements**, before taking disciplinary action to dismiss, suspend, involuntary transfer, reassign, or demote an employee, the District shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:~~

- ~~a. A statement of the action proposed to be taken.~~
- ~~b. A statement of the specific charges against the employee, written in ordinary and concise language that shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge shall be based on facts which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless the facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.~~
- ~~c. If it is claimed that the employee has violated a rule or regulation of the District or department, a copy of said rule shall be included with the notice.~~
- ~~d. Copies of materials upon which the charges are based.~~
- ~~e. A statement that the employee has seven (7) calendar days to respond either orally or in writing.~~

---

~~If the employee responds within seven (7) calendar days that they want to respond orally, the parties shall schedule a Skelly meeting.~~

---

~~Following the ~~investigation/informal (Skelly) Skelly meeting~~, written response or lapse of time to respond, hearing the District may elect to initiate specific disciplinary action by issuing a Notice of Discipline to the employee and the Union. The employee/Union and the District may come to an agreement regarding implementation of the specific disciplinary action. The agreed to disciplinary action shall be summarized by the District and delivered to the employee/Union in writing.~~

### ~~3. Notice of Formal Disciplinary Action/Charges~~

~~Following the investigation/informal (Skelly) Skelly meeting, written response or lapse of time to respond, hearing the District may elect to initiate specific formal disciplinary action by issuing a Notice of Discipline to the employee and the Union. The employee/Union and the District may come to an agreement regarding implementation of the specific disciplinary action. The agreed to disciplinary action shall be summarized by the District and delivered to the employee/Union in writing.~~

#### ~~54. Right to a Formal Hearing.~~

~~If the District issues a Notice of Discipline, The employee may request a hearing, in writing either by email, mail, or personal delivery, within five (5) working days after the District's Notice of Discipline. A form shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing within the five (5) working days, the disciplinary action shall be effective on the date the employee was served such notice. If the employee requests a formal hearing, they shall remain on paid status in conformance except as authorized by with Education Code section 45113.~~

##### ~~a. Written Notice~~

~~An employee against whom disciplinary action is taken, shall be informed in writing, either in person or by Certified mail to the last known address, of the following:~~

- ~~I. **Statement of Charges.** A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made based on facts which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.~~

- II. ~~Right to a Formal Hearing.~~ The employee may request a hearing, in writing either by ~~email~~, mail or personal delivery, within five (5) working days after ~~the Skelly Meeting~~. service of the statement of charges. A form shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing within the five (5) working days, the disciplinary action shall be effective on the date the employee was served such notice.
- III. ~~Access to Material.~~ The employee may, upon request, have copies of the material upon which the charges are based.

2. Formal Hearing

a. ~~Suspension. a. Suspension shall be administered consistent with Education Code section 45113(f).~~

~~Suspension of two (2) days or less, and/or Involuntary reassignment/transfer:~~

(1) If a hearing is requested, it shall be conducted by the Superintendent or their designee. However, the designee shall not be the same person pursuant to paragraph C1 of this Article.

(2) At the conclusion of the hearing the decision of the Superintendent or their designee shall be effective immediately; however, the employee within ten (ten) work days may appeal the the Superintendent/designee's decision to the Board of Education. ~~in accordance of Section 5 of this Article.~~

~~Appeal to the Board of Education~~

a. ~~The designee shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. If the designee is an arbitrator the arbitrator's report shall be sent to the Board. A copy of the recommended decision shall be sent to the employee.~~

b. ~~Prior to making a final decision, the Board of Education shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.~~

c. ~~The Board of Education shall either accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the~~

~~Findings of fact or the arbitrator's report. If the Board modifies the designee's decision it shall provide the employee with its rationale for the modification.~~

~~4. The decision of the Board of Education shall be final~~ [moved from below]

~~**Suspension, Demotion, or Dismissal:**~~

- ~~(1) If a hearing is requested, it shall be conducted by an arbitrator. The arbitrator shall be mutually selected by the District and the Union from an agreed upon list of arbitrators. A record of the hearing may be made. Costs of the hearing shall be shared equally by the District and the Union.~~
- ~~(2) An employee who demands a hearing before an arbitrator shall be paid his/her regular salary until the final decision by the Board of Education, provided (1) he/she has been afforded an informal hearing and (2) it remains in accordance with Education Code 45113. he/she furnishes the District a suitable bond or other security acceptable to the District as a guarantee that the employee will repay the District should he/she be suspended or dismissed. If the employee is not suspended or dismissed, the District shall reimburse the employee the cost of the bond.~~
- ~~(3) The Arbitrators decision shall be final and binding.~~

a. ~~**Involuntary Reassignment, or Demotion, or Suspension;**~~

~~I. If a hearing is requested, it shall be conducted by the Superintendent or his/her designee.~~

~~II. The hearing shall be held within a reasonable period of time but not before five (5) working days after the filing of the request for a hearing.~~

~~III. The employee shall be given the opportunity to be represented at the hearing by a representative of his/her choice.~~

~~IV. Technical rules of evidence shall not apply at the hearing.~~

v. At the conclusion of the hearing the decision of the Superintendent or his/her designee shall be effective immediately; however, the employee within five (5) work days may appeal the Superintendent/designee's decision to the Board.

b. **Dismissal**

If a hearing is requested, it shall be conducted by an arbitrator. The arbitrator shall be mutually selected by the District and the Union from an agreed upon list of arbitrators. A record of the hearing may be made. Cost of the hearing shall be shared equally by the District and the Union.

Report to the Board of Education

a. The designee shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. If the designee is an arbitrator the arbitrator's report shall be sent to the Board. A copy of the recommended decision shall be sent to the employee.

b. Prior to making a final decision, the Board of Education shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.

c. The Board of Education shall either accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the findings of fact or the arbitrator's report. If the Board modifies the designee's opinion it shall provide the employee with its rationale for the modification.

d. The decision of the Board of Education shall be final. [moved from below]

b. Suspension of three (3) days or more, demotion, or dismissal:

(1) If a hearing is requested, it shall be conducted by an arbitrator. The arbitrator shall be mutually selected by the

District and the Union from an agreed upon list of arbitrators. A record of the hearing may be made. Costs of the hearing shall be shared equally by the District and the Union.

(2) An employee who demands a hearing before an arbitrator shall be paid his/her regular salary until the final decision by the Board of Education, provided (1) he/she has been afforded an informal hearing and (2) it remains in accordance with Education Code 45113. he/she furnishes the District a suitable bond or other security acceptable to the District as a guarantee that the employee will repay the District should he/she be suspended or dismissed. If the employee is not suspended or dismissed, the District shall reimburse the employee the cost of the bond.

(3) The Arbitrators decision shall be final and binding.

Suspension shall be administered consistent with Education Code section 45113(f).

**Note:** [(f) (1) Except as specified in paragraph (2), a permanent employee who timely requests a hearing on charges against the employee shall not be suspended without pay, suspended with a reduction in pay, demoted with a reduction in pay, or dismissed before a decision is rendered after the hearing, unless the governing board, or an impartial third-party hearing officer provided pursuant to the terms of an agreement with an employee organization under Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, finds that at the time discipline was imposed at the conclusion of the review process specified in *Skelly v. State Personnel Bd.* (1975) 15 Cal.3d 194, the employer demonstrated by a preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the district's policies or regulations.

(2) If a hearing on the charges will be conducted by an impartial third-party hearing officer or the governing board pursuant to subdivision (c), the school district may stop paying a permanent employee before a decision is rendered after 30 calendar days from the date the hearing is requested.

(3) To the extent that this subdivision conflicts with a provision of a collective bargaining agreement entered into by a public school employer and an exclusive

~~bargaining representative before January 1, 2023, pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, this subdivision shall not apply to the school district until the expiration or renewal of that collective bargaining agreement.}]~~

~~b. —~~

~~e. — of two (2) days or less, and/or involuntary reassignment/transfer:~~

~~(1) — If a hearing is requested, it shall be conducted by the Superintendent or his/her designee. However, the designee shall not be the same person who conducted the investigation pursuant to paragraph D2 of this Article.~~

~~(2) — At the conclusion of the hearing the decision of the Superintendent or his/her designee shall be effective immediately; however, the employee within ten (10) work days may appeal the Superintendent/designee's decision to the Board of Education in accordance with Section 5 of this Article.~~

~~b. — Suspension of three (3) days or more, demotion, or dismissal:~~

~~(1) — If a hearing is requested, it shall be conducted by an arbitrator. The arbitrator shall be mutually selected by the District and the Union from an agreed upon list of arbitrators. A record of the hearing may be made. Costs of the hearing shall be shared equally by the District and the Union.~~

~~(2) — An employee who demands a hearing before an arbitrator shall be paid his/her regular salary until the final decision by the Board of Education, provided (1) he/she has been afforded an informal hearing and (2) he/she furnishes the District a suitable bond or other security acceptable to the District as a guarantee that the employee will repay the District should he/she be suspended or dismissed. If the employee is not suspended or dismissed, the District shall reimburse the employee the cost of the bond.~~

#### Formal Hearing

#### **b. Involuntary Reassignment, or Demotion, or Suspension,**

I. If a hearing is requested, it shall be conducted by the Superintendent or his/her designee.

II. The hearing shall be held within a reasonable period of time but not before five (5) working days after the filing of the request for a hearing.



- ~~III. The employee shall be given the opportunity to be represented at the hearing by a representative of his/her choice.~~
- ~~IV. Technical rules of evidence shall not apply at the hearing.~~
- ~~V. At the conclusion of the hearing the decision of the Superintendent or his/her designee shall be effective immediately; however, the employee within five (5) work days may appeal the Superintendent/designee's decision to the Board.~~

**c. Dismissal**

~~If a hearing is requested, it shall be conducted by an arbitrator. The arbitrator shall be mutually selected by the District and the Union from an agreed upon list of arbitrators. A record of the hearing may be made. Cost of the hearing shall be shared equally by the District and the Union.~~

~~3. Appeal to the Board of Education~~

- ~~a. The designee shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. If the designee is an arbitrator the arbitrator's report shall be sent to the Board. A copy of the recommended decision shall be sent to the employee.~~
- ~~b. Prior to making a final decision, the Board of Education shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.~~
- ~~c. The Board of Education shall either accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the findings of fact or the arbitrator's report. If the Board modifies the designee's decision it shall provide the employee with its rationale for the modification.~~
- ~~d. The decision of the Board of Education shall be final.~~

**34. Failure to Appear**

Failure by the employee to appear in person or to be represented by a designated representative in his/her stead for any scheduled hearing shall constitute a waiver of the hearing. Disciplinary action will be taken without a hearing.

**D. Employee Representation Rights**

The District recognizes an employee's right to representation during an investigatory interview or meeting which may result in discipline. The District shall not interfere with the representative's right to assist an employee to clarify facts during the interview/meeting. If the employee requests a union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

*[Signature]* 7-5-2023

*[Signature]*

*Begeem*

*Alex Gold*

*Michael Dulaney*

*A-R*

*Leonia Siford*

*MM: a*

*Vanetta [Signature] 7/6/23*