

MEDIATED TENTATIVE AGREEMENT
between
Mount Diablo Unified School District
and
Teamsters 856

10/17
ARTICLES 3, 9, 25, 26, 43 & 50

This mediated global tentative agreement (Tentative Agreement) is entered into by and between the Mount Diablo Unified School District (“District”) and the Teamsters Local Union 856 (“Association”) and concludes successor contract negotiations and salary and benefits negotiations for the 2020-2021 to 2022-2023 school years.

This Tentative Agreement incorporates as if fully stated herein the following Tentative Agreements previously executed by the parties (see attached):

1. Article 1, TA agreement reached on November 19, 2020.
2. Article 2, TA agreement reached on November 19, 2020.
3. Article 5, TA agreement reached on August 13, 2021.
4. Article 7, TA agreement reached on November 19, 2020.
5. Article 8, TA agreement reached on November 19, 2020.
6. Article 10, TA agreement reached on November 19, 2020.
7. Article 13, TA agreement reached on November 19, 2020.
8. Article 15, TA agreement reached on December 20, 2020.
9. Article 16, TA agreement reached on November 19, 2020.
10. Article 17, TA agreement reached on December 7, 2020.
11. Article 19, TA agreement reached on November 19, 2020.
12. Article 24, TA agreement reached on February 3, 2020.
13. Article 37 & 42, TA agreement reached on July 28, 2021.
14. Article 39, TA agreement reached on February 23, 2021.

All other Articles in the collective bargaining agreement between the parties shall remain status quo (Current Contract Language) for the contract term.

This Tentative Agreement is subject to ratification by the MDUSD Governing Board and the Teamsters membership.

The parties expressly acknowledge this is a global settlement of outstanding issues, and further acknowledge they have also signed two separate side letters, all dated March 16, 2022.

ARTICLE 3 – Organizational Security

A. Agency Shop

Unit members who are members of Teamsters and have authorized, or who may authorize in the future, deductions of their Teamsters dues, initiation and/or assessment fees,

shall have such dues and fees deducted ~~for the remainder of this Agreement~~ for each member who has, continues to, or may authorize such deductions pursuant to the terms of Teamsters 856's membership card. ~~for the remainder of this Agreement.~~

~~Unit members who are not members of Teamsters shall pay a service fee equivalent to dues. The unit member's service fee shall be automatically deducted from his/her salary unless alternative arrangements are made between Teamsters and the unit member. Such payment of a service fee shall be in effect from July 1, 1986.~~

B. — Religious Exemption

~~Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall file a declaration to that effect with the Union and the District and shall not be required to join or financially support the Union, except that he/she shall pay, in lieu of a service fee, sums equal to such service fee to a nonreligious, nonlabor organization charitable fund exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code. The District, in consultation with the Union, will develop a list of eligible charities to which unit members may donate pursuant to this section. The District will meet and consult with the Union on an annual basis to review and potentially modify this list.~~

C. Remittance of Dues

The authorized amounts deducted, pursuant to paragraphs A ~~and B~~ above, shall be remitted promptly within fifteen (15) days of the deduction being made to Teamsters with an alphabetical list of the employees from whom deducted.

D. Defense and Indemnification

Teamsters agrees to pay the reasonable costs, including the attorney fees, of defending or initiating action to enforce this provision and to indemnify the District against any claim or action brought against the District in respect to the deductions herein required or any actions challenging enforcement of these provisions. The District shall confer in good faith with Teamsters attorneys concerning which matters shall be settled, defended, tried or appealed. Teamsters 856 may, at its discretion, designate counsel to represent the District in any such claim, action, or proceeding.

E. — Unit Member Information

~~1.~~ The District will provide the Union with information on a monthly basis, ~~along with the dues remittance information provided in section (C) above,~~ showing changes in: 1) unit member addresses (including phone and email contact information), 2) unit member classification, ~~and~~ 3) unit member employment status i.e. termination, deceased. The ~~manner of providing and format of such information shall~~

be determined by the District, based on efficiency and practicality, and may change according to —advances in compatible District technology.

~~F.E. In addition to the information in section (1) above, the District will provide to the Union on a monthly basis proof of payment of service fees (section (A) above) and payments to charitable organizations (section (B) above).~~

~~1. The manner of providing and formatting of the information described in sections (1) and (2) above shall be determined by the District, based on efficiency and practicality, and may change according to advances in compatible District technology.~~

The District agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement, voluntary payroll contributions to the union's Democratic, Republic, Independent Voter Education (D.R.I.V.E.) program.

~~F. New Employee Orientation. MDUSD shall notify the Union of its scheduled new employee orientation sessions. The orientation sessions will be scheduled with consensus between the Union and District. The Union shall receive the notification of the scheduled orientation within 30 days of new employee's hire. MDUSD shall afford the Union private uninterrupted time up to 30 minutes to orientate the employee regarding Teamsters.~~

~~G. MDUSD shall provide the Union with the names, job title, department, work location, work, home/personal cellular telephone numbers, personal email addresses, home address of each newly hired employees within 30 days of hire or by the first pay period of the month following hire.~~

~~In the event any portion of the California Government or Education Code is amended to address the possibility of transfer of monies between Teamsters 856 and the District, the parties will reopen this section of the MOU to meet and confer regarding the change in law.~~

~~The parties incorporate by reference the provisions of Education Code sections 45060 and 45168 into this MOU.~~

~~The District will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The District will provide the employee with a packet of information which has been supplied by the Union and an electronic membership application form.~~

The District will provide written notice of both Employer wide and department level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Union, at least ten (10) business days prior to the event. "New employee orientations" shall include any orientation of an employee transferring into the bargaining unit from other District employment.

The new employee orientation notice provided to the Union will include the date, time and location of the orientation.

Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation.

A bargaining unit member attending orientation as the Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. This time shall be independent of time provided under Article 4.Q and Article 19. The Union will provide the names of any employees who they wish to be released at least 48 hours in advance to the Labor Relations Manager.

ARTICLE 9

VACATION*

A. Vacation Accrual

1. Employees assigned to regular full-time positions earn vacation at the rate of one and one-sixth (1 1/6) work days for each month of paid service. Employees assigned to regular part-time positions earn vacation at the same ratio as his/her work assignments bear to a full-time assignment.
2. Beginning with the fifth (5th) year of service, vacation is earned at the rate of one and one-half (1 1/2) work days for each month of service. Beginning with the eleventh (11th) year of service, vacation is earned at the rate of two (2) work days for each month of service. Vacation accrual for an employee with a twelve (12) month assignment is summarized as follows:

1 - 4 years of service	14
5 - 10 years of service	18
11 and more years of service	24

3. For purposes of computing vacation accrual, a year of service is defined as nine (9) months worked in any fiscal year. A break in service or a leave without pay that exceeds three (3) months in any fiscal year will delay the increased vacation accrual rate.

B. New Employees

New employees are ineligible to take any earned vacation, and a terminating employee will not be paid for any earned vacation accrued, until such employee has completed six (6) months of service.

C. Interruption of Vacation

1. An employee who becomes seriously ill, or is seriously injured, or has a recurrence of an industrial accident or injury during his/her scheduled vacation period, shall promptly notify the District of such illness or injury. The employee may request that the time be deducted from his/her earned sick leave and that the vacation period be rescheduled at a later date, or be extended. Approval of any such request shall be based upon the medical verification.
2. An employee shall be permitted to terminate vacation leave in order to begin bereavement leave as provided in this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.
3. An employee on vacation whose immediate family member becomes seriously or critically ill, calling for the services of a physician, shall promptly notify the District of such illness. The employee may request that his/her vacation be interrupted and that Personal Necessity Leave be utilized pursuant to Article 20, section (B)(1)(c). The use of Personal Necessity leave in such instances shall not extend or modify the employee's original scheduled date of return; however, this shall not restrict an employee from utilizing his/her entitlement to Personal Necessity Leave pursuant to Article 20.

D. Scheduling Vacations

1. Vacation shall be scheduled through the use of the District's Absence Management system or a written form (i.e., Classified Personal Absence Report Form) on an annual cycle, January 1st through December 31st. Employees must submit their written vacation requests by November 1st through December 31st of the prior each year. ~~Whenever possible (but no later than January 15th),~~ By January 15th, the District will post a schedule of vacations ~~by January 20th 1st of each year.~~

When a conflict in **annual** scheduling arises between employees working in the same classification and at the same work site, the employee with the greater length of service in their classification will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted. Vacation requests submitted after **January 1st** shall be considered on a first come basis.

~~Vacation absences are granted with the approval of the employee's immediate supervisor (refer to Classified Personal Absence Report form). Effort shall be made to enable vacation to be taken at times convenient to the employee and consistent with the needs of the service and work load of the school or department.~~

Use of vacation accruals is by mutual **agreement** between the employee and the supervisor and preference of vacation shall be given to employees according to their seniority in their **department** as reasonably as possible unless **otherwise** provided in this **agreement**. Except as otherwise provided in this agreement, a supervisor and his/her designee, shall respond to requests for vacation within ten (10) working days of submission. Vacation requests shall not be **unreasonably** denied. An approved vacation will not be unilaterally cancelled, **except for extraordinary circumstances**.

2. Only when absolutely necessary, and after every effort has been given to the employee to schedule vacation time, **and** when mutual agreement may not exist, the District may schedule the employee to take any vacation time hours currently held above their annual base accrual amount (i.e., 14 or 18 or 24 days) (e.g. their ten day of carryover). No vacation may be scheduled by the District with out providing a thirty (30) day notice to the employee.

~~Should a conflict exist between employees working in the same classification and at the same work site as to when vacation may be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference unless it creates great hardship for a junior employee.~~

3. Unearned vacation time may be granted in advance, under **unusual** circumstances, with prior approval of the employee's supervisor and the Chief or Director of HR. ~~Any employee whose vacation projection would indicate the possibility of a payoff on the November variable payroll may have his/her vacation scheduled through the following procedure:~~

~~a. By March 1st of each year the immediate supervisor and the employee shall meet to discuss the employee's scheduling of vacation over the next twelve (12) month period.~~

~~b. If an employee's vacation has not been scheduled, after a reasonable effort has been made, the District may schedule the employee's vacation.~~

~~c. This vacation schedule shall be provided to the employee in writing, thirty (30) days in advance, with an explanation as to why it was necessary for the supervisor to schedule the employee's vacation.~~

~~d. If the employee does not believe that a reasonable effort was made to schedule his/her vacation he/she may appeal to the Executive Director Human Resources or his/her designee. The Executive Director of Human Resources or his/her designee's decision shall be final.~~

~~The above language is not intended to preclude supervisors from discussing vacation plans with those they supervise.~~

~~4. Unearned vacation time may be granted in advance, under unusual circumstances, with prior approval of the employee's supervisor and the Director of Personnel.~~

~~5. In addition to the above, the following (5a through 5c) is applicable to custodial employees only:~~

~~a. At the beginning of each school year, custodial employees shall be asked their preferences for vacations, if known. Vacation requests shall be submitted to an employee's immediate supervisor no less than three (3) weeks prior to the date of requested vacation.~~

~~b. Vacations scheduled in accordance with Section D1 of this Article shall be granted by the immediate supervisor, subject to the following conditions:~~

~~(1) No more than fifty (50) percent of the custodial work force at a given location may be granted vacation at one time during days of student attendance in the regular school year.~~

~~(2) No more than ten (10) percent of the District wide custodial work force may be granted vacation during days of student attendance in the regular school year.~~

~~(3) Exceptions to this section may be permitted by the Director of Personnel.~~

~~c. Custodial vacation requests of two (2) days or less may be submitted with twenty four (24) hours prior notice and shall be approved by the immediate supervisor provided adequate work coverage can be obtained.~~

~~d. For the purposes of Section 5, "immediate supervisor" is defined as the District Custodial Supervisor.~~

E. Vacation Accumulation

Effective September 30, 2022 the vacation accumulation cap shall be the employee's annual vacation accrual rate plus the currently allowed maximum of ten (10) days of carryover.

Thereafter, at any time an employee reaches their maximum accrual plus the maximum carryover of 10 days, the employee will cease accruing additional vacation hours until such time as the balance falls below the accumulation cap. After September 30, 2022, no employee shall accrue vacation hours until such time as the balance falls below the accumulation cap. Employees, and will then have their monthly accrual again beginning the next calendar month (going forward without accrual credit for any prior months while capped) and will continue each month going forward unless they again reach their vacation accrual cap. Any employees above the accumulation cap on September 30, 2022, shall retain all existing accrued vacation hours until used or until their separation or retirement from the District at which time all remaining vacation leave will be paid out. However, this overage will not, effective at the approval day of this bargaining agreement, be otherwise subject to pay out except for separation/retirement. ~~(Dan Mark said he agrees with this but wording may confuse employees: Employees will not receive retroactive credit for any period of time in which they did not accrue vacation because they had accrued the maximum accrual amount. Employees are expected to take earned vacation during the year in which the vacation is earned. In no event shall more than ten (10) days, plus the employee's current annual entitlement, be carried over to the following year.~~

~~Carryover of vacation balances shall be computed as of the September 30th payroll each year. Any vacation leave used and/or earned in October of that year will not be included in the determination of the vacation carryover balance for the November variable payoff.~~

F. Reassignment

Employees may be assigned to fill positions for employees who are on vacation. Any employee so assigned shall be paid mileage for any miles traveled beyond those miles the employee would normally drive to his/her regular work site. An employee shall not be reassigned more than twice per year under this provision without the employee's written consent.

*Excludes Food Service Employees (see Article 42) and School Bus Drivers. (see Article 43)

ARTICLE 10 – HOLIDAYS

[To be incorporated at the end of Section A]

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

ARTICLE 25 - SALARY

In order to comply with the Rodda Act and the EERA, both parties agree to close the 2018-2019 and 2019-2020 contract years with no changes to the CBA that expired on June 30, 2018

FOR 2020-21 SCHOOL YEAR

- Effective July 1, 2020, all unit members shall receive a one-time, off schedule payment of one-and-a-half percent (1.5%) effective July 1, 2020, provided each of the following occur:
 - a. The MDUSD Adopted FY 2020-2021 Budget combined revenue increases and expenditure reductions result in at least a \$17 million positive change in the District's 2020-2021 fiscal position, measured by the MDUSD FY 2020-2021 "Form MYP – Unrestricted/Restricted" - Row C – "Net Increase (Decrease) In Fund Balance" as of the FY 2020-2021 second interim; and
 - b. For FY 2020-2021, the February, March, April, and May 2021 State revenue apportionment deferrals are rescinded by the State before the first or second interim; and
 - c. The District submits to the County Office of Education, and has obtained, a statutory positive budget certification for the second interim MYP; and
 - d. The County Office of Education approves the increase pursuant to the statutory AB1200 process.
 - e. If each of the contingencies set forth in Sections 90.a through 90.d. above occur, the retroactive increase agreed to by the parties will be paid by April 15, 2021, or 45 days after the contingencies above are met, whichever is later.

~~Effective July 1, 2020 all unit members shall receive a onetime, off schedule payment of \$3,000.~~

FOR 2021-22 SCHOOL YEAR

~~Effective January July 1, 20221 all unit members shall receive an ongoing salary increase of four three percent (43%) to the salary schedule and an additional three~~

percent (3%) one time off schedule payment calculated before any ongoing increase is applied. No later than 30 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.

The District agrees to a salary schedule review for members working in the Food Services Department. The salary schedule review shall be attended by the Director of Food Services and the Chief Director of HR and Teamsters 856 representatives and shall address equity and the ongoing retention and recruitment issues in the department. This process shall begin no later than February 1, 2022 and end no later than May 1, 2022. Any equity adjustments, if any, would be provided by mutual agreement of the parties.

- ~~2% off schedule Effective July 1, a 7% ongoing salary increase to the salary schedule.~~

For 2022-2023 School Year

Effective July 1, 2022, all unit members shall receive an ongoing salary increase of two and a half three percent (32.56%) to the salary schedule plus an additional on schedule one percent (1%) due to vacation payout savings to the salary schedule. Additionally, all unit members in active status effective July 1, 2022 shall receive a one time, off schedule payment of \$1,000.00 to be paid out on or before August 10, 2022.

- ~~2% on 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 2020-2023 contract term only and expires at the end of the Teamsters contract term.

ARTICLE 26 - EMPLOYEE BENEFITS

A. Health Benefits

~~2017-2019 Benefit Years:~~ Commencing with the 2017 benefit year, the District will contribute toward the cost of health insurance for each eligible full time unit member up to a maximum of 80% of the Kaiser CalPERS rate for the tier of coverage (i.e. single, two party or family coverage) selected by such unit member. Each benefit year thereafter, the District will adjust the annual maximum contribution to 80% of the Kaiser CalPERS rates applicable to such benefit year at each tier of coverage provided that the increase, if any, in such rates does not exceed 4% of the rates in effect for the previous year. Should the increase in the rates exceed the rates in effect for the previous year by more than 4%, the District will adjust its contribution by 4% and the amounts above 4% will be paid by the unit member. In the event the Kaiser CalPERS rates exceed the rates that were in effect during the previous year by more than 4%, the District contribution could be less than 80% of the Kaiser CalPERS rates effective for a particular benefit year. In the event that the increase in such rates exceed 4% in a particular benefit year, the Association shall have the right to re-open this Article. All premium costs that exceed the annual maximum contribution shall be paid by unit members through individual monthly payroll deductions.

- Effective July 1, 2016, medical in lieu will be paid at the highest rate paid for all District bargaining units moving forward.
- Effective July 1, 2016: Unit members who work 4 hours per day or 20 hours per week, or more, shall be eligible for non-prorated health benefits.

~~"Me Too Agreement"~~

~~The parties agree that if the District and other recognized exclusive representatives and unrepresentative groups subsequently negotiate a total compensation increase in excess of what Teamsters is receiving under this contract, then Teamsters shall receive a similar increase. Compensation is defined as salary, benefits, cash in lieu of benefits, and days of work. This "me too" agreement shall be considered a part of the~~

~~agreement for the 2020-2023 contract term only.~~

~~The parties agree that if the District and other recognized exclusive representatives and unrepresented groups subsequently negotiate a total compensation increase in excess of what Teamsters shall be receiving during the term of this agreement under this contract, then Teamsters shall receive any additional a similar increase that is higher than the Teamster salary increase provided by this agreement (i.e. the difference between the salary to Teamsters under this contract and the salary increase subsequently negotiated by other recognized exclusive representatives and unrepresented groups) based on its proportional share of total compensation expenditures of the district for all employee groups. Compensation is defined as salary, benefits, and cash in lieu of benefits, and days of work. This "me too" agreement excludes any reclassification or reorganization of other units. This "me too" agreement shall be considered a part of the agreement and apply for the 2020-2023³² contract term only.~~

- a. Effective July 1, 2016, unit members who work 4 hours per day or 20 hours per week, or more, shall be eligible for non-prorated health benefits.
- b. Employees who work less than 4 hours per day are ineligible for District-paid health benefits.

B. Vision and Dental

The District will continue to pay the full cost of vision and dental benefits for all employees working 4 or more hours per day and 20 or more hours per week.

C. Health Benefit Op Out

Employees may opt out of medical coverage at any time without penalty and without having to show proof of other insurance. However, in order to qualify for cash in lieu payments, the employee must provide proof of other insurance.

D. I.R.C. Section 125 Plan

A Section 125 Plan shall be available for unit members to use to pay with "pre-tax" dollars the difference between the District's contribution toward medical benefits and the cost of a more expensive plan offered by CalPERS and selected by the employee. Such plans may also be utilized, within the sole discretion of the employee, to voluntarily purchase with pre-tax dollars, other kinds of benefits, e.g., orthodontia, child care, etc. Purchase of these additional benefits is the employee's sole responsibility. If an employee chooses to "set aside" a certain amount of money, but fails to fully utilize the

amount within the plan year, any amount not used is surrendered to the District.

E. **New Employees Enrollment**

New employees must enroll in a Health Benefit Plan and any optional Section 125 Plan within sixty (60) days of the first date of eligible employment in the District or indicate they are requesting to opt out. Current employees may also enroll within sixty (60) days if they experience a qualifying event (i.e. marriage, birth, or others as applicable by law.).

F. **Retirees**

1. The District shall reimburse health and medical plan insurance premiums in accordance with the below schedule for those classified employees fifty-five (55) years of age or older retiring under the Public Employees Retirement System who are current members of the Classified Service having five (5) years of full-time employment with the District until said employees become eligible for Medicare benefits subject to the follow criteria:
 - a. **Employees Who Retired ON or AFTER July 1, 2007.** For all employees who retired on or after July 1, 2007, the District shall contribute an amount which, when added to the Minimum Employer Contribution (MEC), will provide a total monthly contribution equal to the following:
 - **Retirees in Kaiser Service Areas:** The rate for HMO coverage under the CalPERS Kaiser Plan, adjusted annually for the term of the agreement, unless the retiree's primary residence is outside a Kaiser service area as defined by Kaiser.
 - **Retirees Outside Kaiser Service Areas:** The retiree shall provide sufficient written proof to the District that the retiree's primary residence is outside a Kaiser service area as defined by Kaiser. Upon receipt and verification of such documented proof, the District shall continue to contribute an amount which when added to the MEC, will provide a total monthly contribution up to the highest premium at each tier of coverage for HMO plans offered by CalPERS, to be adjusted annually for the term of the agreement. This shall be the District's maximum contribution amount; if the retiree's medical plan is less than this amount, the district shall contribute this lower amount.
 - **Change of Residence/Medical Plan After Retirement:** Every retiree shall be responsible for notifying the District in writing of a change

in primary residence that would impact the District's maximum contribution as set forth above (e.g. moving to, or outside of a Kaiser service area as defined above and/or moving to a different medical plan if outside of a Kaiser service Area). Retirees who change primary residence shall be eligible to change their medical plan coverage as permitted by CalPERS. However, the District shall automatically adjust its contribution level, as provided above when the employee changes primary residence and is eligible for a change in coverage as permitted by CalPERS in accordance with the provisions set forth above, regardless of whether the retiree changes medical coverage.

- b. **Employees Who Retire Between July 1, 2011 and Up To and Including June 30, 2015.** The District shall contribute an amount which, when added to the Minimum Employer Contribution (MEC), will provide a total monthly contribution equal to the calendar year 2010 Bay Area rate for Kaiser coverage in the CalPERS health plan. If the retiree's medical plan is less than this amount, the District will contribute the lower amount.
- c. **Employees Who Retire ON or AFTER July 1, 2015.** The District shall contribute an amount which, when added to the Minimum Employer Contribution (MEC), will provide a total monthly contribution equal to 80% of the 2015 Kaiser rate. If the retiree's medical plan is less than this amount, the District will contribute the lower amount. Proration is based upon the retiree FTE in accordance with the proration calculations listed under Health Benefits above.
- d. **Medical and Dental Benefits for Members Who Retire ON or AFTER July 1, 2016:** Effective July 1, 2016 the District will reimburse or reinstate coverage, taking into account each individual retirees' circumstances, for medical benefits for the retiree only at the CalPers Kaiser Rate as well as pay the cost of dental insurance for a maximum of ten (10) years or until the retiree reaches age 65, whichever occurs first. In order to be eligible for retiree medical and dental benefits, the employee must have worked for the District for at least five years prior to retirement. The employee must complete the appropriate application in the ~~Benefit Department~~ office of the ~~General Counsel~~ at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement.

2. CalPERS Payment

The District will contribute the Minimum Employer Contribution (MED)(\$143.00 for 2021) ~~seventy two dollars and eighty cents (\$72.80)~~ directly to CalPERS for each eligible retiree for medical insurance. Pursuant to California government code §22892 (c), this amount shall increase annually by at least 5% of the employer contribution for active employees until such time as both are equal. In addition, the District will contribute to each retiree who qualifies under Section E1, on an individual basis an amount which, when added to the annual amount, will cover the plan as provided in Section E1 of this Article.

Because PERS requires that the CalPERS premiums be deducted from the retiree's PERS warrant, the District will provide, in advance, a reimbursement monthly up to the amount designated above. The retiree's tax liability for the reimbursement will be in accordance with Internal Revenue Code regulations.

Reimbursements made through direct deposit are guaranteed to arrive at the retiree's designated financial institution on the first business day ~~last working day~~ of each month.

Reimbursements sent to retirees through the U.S. mail will be mailed directly to the retiree on the first business ~~last working~~ day of each month.

Should the retiree subsequently enroll in a more expensive plan, the District's obligation is limited to the lower amount (i.e., the contribution level for retiree's health benefit in Section A, one-party plan).

G. Retirement Health Benefit and Incentive

Beginning on July 1, 2015, retirement health benefits shall be capped at 80% of the 2015 one-party Kaiser rate and prorated based upon the retirees FTE in accordance with the proration calculations listed under Health Benefits above.

H. Requirements/Conditions Imposed by Carriers

The benefits provided under this section (Retiree Health Benefits) shall be subject to any requirements or conditions which may be imposed by the carrier and/or provider.

I. Payroll Deduction Rights and Information

In addition to the foregoing District-paid plans, an employee may authorize amounts to be withheld for premiums of certain group life, income protection, and disability insurance plans. Information on these programs may be obtained from representatives of the Union or from the Benefits Department ~~The Office of General Counsel~~.

J. Compensation in Lieu of Medical Coverage

Effective July 1, 2016 medical in lieu will be paid at highest rate paid for all District bargaining units moving forward and shall be initiated only following the employee's

certification, on a form prescribed and required by the District, of alternative coverage.

K. Application of Grievance Procedure

The administration by the plan providers referenced in this Article shall not be subject to the grievance procedure.

ARTICLE 43 TRANSPORTATION

A. Guaranteed Hours

Regular Positions. The minimum hours for a School Bus Driver working in a permanent or probationary position and assigned to regular driving duties shall not be less than twenty-five (25) hours per week, five (5) hours per day. A driver working in this position shall not be assigned extra work before his/her regular starting time nor after his/her normal ending time. The preceding sentence shall not apply if the driver has signed up for extra work.

Extra Board Positions. The minimum hours for a School Bus Driver working in a permanent or probationary position and **not** assigned to regular driving duties shall not be less than twenty (20) hours per week, four (4) hours per day. Extra Board drivers may be called upon to perform duties for a n absent regular driver and/or drive assigned trips. Extra Board drivers should be used to provide greater flexibility in the assignments and hours worked by regular driver. Extra Board drivers shall move, by seniority, into regular positions as they become available. Extra Board vacancies shall be filled by a substitute driver(s), by seniority, in a timely manner.

B. Interim Route Assignment

Interim route assignment shall be scheduled for the Monday of that week proceeding the first day of school. Drivers shall report all pick-up and take-home times to the Transportation office no later than the start of the business day on Thursday of that same week. On the interim route assignment day, all drivers receiving an interim route shall be guaranteed a minimum of eight (8) hours compensation. On the day preceding interim route assignment day, all drivers receiving an interim route shall be guaranteed a minimum of eight (8) hours of compensation for the purposes of writing a route book and conducting a dry run. All other drivers will be compensated for the actual time of the meeting and/or any other required work activity performed during this day. This day is considered to be part of the drivers' work year and, unless excused, attendance is mandatory. All drivers attending or in a paid status on the interim route assignment day shall be paid appropriately for the succeeding Labor Day holiday.

As part of the guaranteed eight (8) hours of compensation for the interim route assignment day, all drivers of Special Education students shall make phone contact with the parents of all their students, relating all pertinent transportation information. All contacts shall be completed no later than the end of the business day on Thursday of that same week unless extenuating circumstances make such contact impossible. Drivers shall not incur any personal cost in the process of contacting parents. In the event that a driver cannot contact parents within the allocated period of compensation [eight (8) hours], he/she must contact a Transportation Supervisor for direction and authority to proceed beyond the allocated time allowance.

Whenever possible, drivers shall continue with the same type of bus and the same areas as the preceding year unless the driver requests, in writing to a Transportation Supervisor, another type of bus or area. If a driver voluntarily requests and receives another type of bus or area than he/she had in the preceding regular school year, he/she shall receive the actual hours applicable to that particular route during this interim selection period.

No other driver, however, shall be paid less than the benefit average hours applicable to that driver in the preceding June or the last month worked in the preceding regular school year.

If the benefit average hours for a driver were increased after the sprint recess period in the preceding regular school year as a result of extra work, then that driver must remain on the extra work list until the new routes take effect in that succeeding school year or have his/her benefit average hours during this interim period reflect only those hours actually worked.

C. Routes - Description and Bidding

- a. At the driver orientation, the Transportation Services Coordinator or his/her designee shall notify all drivers of the date, time and place that bidding will take place. The bidding procedure will start at a time agreed upon by both Transportation and the Union. Union shop steward(s) may will be present during bidding. At a time no earlier than the end of the second full week of school, but no later than the beginning of the fourth full week of school: the Transportation Services Coordinator or his/her designee shall identify each route. By the beginning of the fourth full week of school each year, routes shall be posted in a location accessible to all drivers. This posting and any subsequent postings shall include specific hours, school sites, route sheets, driver route time, and type of equipment. Each posting may shall be completed and verified for accuracy by the Union Shop Steward(s).

After any initial posting, bid time shall not be adjusted during the bidding procedure. The bidding information shall be posted for three (3) consecutive work days. Routes shall be determined by seniority bid, provided the bidding driver is qualified to fulfill the requirements of the route.

Bidding shall take place the next working day after the routes have been posted for the prescribed time. Each driver shall be prepared and expected to bid through verbal communication either in person or through a land line when called upon. Any driver unable to attend the bidding, due to illness or other valid reason(s), shall make his/her bid in writing to a Union representative. The Union representative shall keep one copy of this written bid and a copy shall be provided to the Transportation Services Coordinator or his/her designee prior to bidding.

- b. Once a driver's hours have been set as a result of the route bid process, they may be adjusted during the ten (10) work days following the conclusion of the route bidding process if a review of the route indicates that the original route bid time was misrepresented by the driver bidding on the route. After the ten (10) day adjustment window a bid cannot be reduced during the course of the school year, except as provided in Article 35, Layoff Procedures.
- c. Drivers working under the guaranteed minimum hours will be assigned to the extra work list
- d. Routes may be changed during the year as required by changed circumstances.

D. Route Books

Each driver is required to keep his/her route book current relative to his/her route assignment. If a driver is unable to keep his/her route book current through the use of paid waiting and/or paid standby time, he/she must obtain prior approval from the Transportation Services Coordinator or his/her designee for additional paid time. Changes and/or updates to the route book shall be completed by the driver in a timely manner so as to accurately reflect current duties of that particular route. Other route information may also be required on as needed basis by the Transportation Services Coordinator or his/her designee and shall be furnished by the driver in a timely manner. All route books shall be completed the week before bidding is scheduled to start.

E. Minimum Hours

A driver whose actual driving hours are reduced by a shortened school days may be assigned non-driving and/or driving duties within his/her normal home to school working hours appropriate to his/her job description and which are normally performed by School Bus Drivers.

F. Seniority

Hire date seniority beginning with probationary status shall be used for route bidding purposes, in accordance with Article 11, Section A.

G. Extra Work Assignments

1. Extra Work is anything other than home to school.
2. Sign-ups for extra work during the regular school year shall be held on orientation (Interim Route Assignment) day and again in the week preceding the Winter recess period. Sign-up on any of the aforementioned dates shall constitute that driver's daily eligibility to be assigned/receive extra work during the regular

school year on a seniority basis and in conjunction with other applicable portions of this Article. An extra-work sign-up sheet will be posted daily in a permanent location accessible to all drivers. Eligibility for extra work shall begin on the first working day in the period signed for and continue through the end of that period. Any driver who removes his/her name from an extra work list, without valid reason, must wait until the next scheduled sign-up to again be eligible for any extra work.

Extra work shall be divided into two (2) separate lists in a descending order of seniority. List "A" shall include those drivers who are available for ALL extra work. A driver on List "A" shall be ineligible for extra work on Saturday if he/she has turned down an extra work assignment on the preceding Friday. List "B" shall include those drivers who are ONLY available for extra work on Saturdays, Sundays, holidays and non-school days. Each sign-up sheet for extra work on a Saturday, Sunday, and/or holiday shall be posted during the week preceding the actual weekend or holiday.

3. Extra work shall first be assigned by the Transportation Department to assure that all drivers have worked the guaranteed minimums set forth in Section A. After all qualified drivers have worked the guaranteed minimums, extra work assignments shall be assigned by seniority to available drivers who voluntarily place themselves on the extra work list. Such assignments, by seniority, shall be made in order to allow each driver on the extra work list to accumulate eight (8) hours per day. Assignment of extra work, provided for in Section 3, shall not be made in a manner which would penalize a senior driver's opportunity to work overtime.
4. A driver who works an assignment that begins one (1) hour or more after the completion of his/her work day shall receive no less than two(2) hours compensation at the appropriate rate. Drivers who work multiple assignments during this period which are then separated by period(s) of more than one (1) hour shall receive no less than the two (2) hours of compensation at the appropriate rate for each assignment. In the event that such an assignment is cancelled with less than twenty-four (24) hours notice to the driver, that driver shall receive two (2) hours compensation at straight time.
5. A driver who works an assignment on Saturday, Sunday, paid holiday or a day within a regular school recess period shall receive no less than four (4) hours compensation at the appropriate rate for the initial assignment. Drivers who work multiple assignments during these days beyond an initial four (4) hour period, which are then separated by periods of more than one (1) hour, shall receive no less than two (2) hours compensation at the appropriate rate of pay for each such assignment. If the actual work performed during the initial four (4) hour period is

less than the guaranteed minimum, no split shift differential shall be paid for that day.

In the event that such an assignment is cancelled with less than eighteen (18) hours notice to the driver, that driver shall receive four (4) hours compensation at the appropriate rate or the estimated time of the trip, whichever is greater. Should a return time change once a trip has been started, the driver will receive time worked or the four (4) hour minimum, whichever is greater. On multiple buses requested from the same site and same event where a bus is canceled with less than eighteen (18) hours notice, the senior driver will be shall have the discretion to decide to be released and paid the four (4) hour minimum or estimated time of the trip, whichever is greater.

Note: A non-athletic trip may be cancelled with less than twelve (12) hours notice to a driver due to a sudden and/or unforeseen circumstance which what would make travel by school bus impossible and/or extremely dangerous. A circumstance is defined as “any natural disaster or road/weather condition that occurs within the twelve (12) hour window period of this section that would prevent the possible and/ro safe travel of a school bus to its intended destination.” A trip canceled under this note on a normal workday would receive no compensation and a trip canceled under this note on a non-work day would receive four (4) hours compensation at straight time. Upon request, the Transportation Services Coordinate or his/her designee shall give the driver(s) the reason(s) it was necessary to cancel the trip(s). Any dispute(s) to the reason(s) given shall be immediately referred to the Assistant Superintendents Administrative Services who shall facilitate a meeting amongst all of the interested parties.

6. Coverage of regular assignments in order to provide opportunity for extra work shall be subject to the following combination of factors:
 - a. Seniority placement on the extra work list.
 - b. Vehicle capacity.
 - c. Location of route and employee.
 - d. Minimum guarantee.
 - e. Legal hours.

7. Split Trips

The union agrees that the Transportation Department may need to schedule multiple assignments on a given date in order to reduce split trips. The

Transportation Department shall not split trips when the calculation of the trip shows that it would be more cost efficient to leave the driver at the site of the trip. The need to split a trip would depend on driver availability, total mileage and total hours in costing out an individual trip. The trip costs could vary each year.

In the event that a driver disputes a split trip based on the above criteria, the shop steward and/or designated Union representative may request to review said trip with the Transportation Services Coordinator or his/her designee. Such a review shall not interfere with the timely departure of the trip.

8. A driver working below his/her guaranteed minimum or bid time, who turns down extra work in that day, shall not be brought up in his/her hours to the extent that the turndown affected those hours for that particular day. If he/she is at or above his/her guaranteed minimum or bid time on that day, no other penalty shall be incurred.
9. A driver who has voluntarily placed his or her name on an extra work list and then repeatedly turns down extra work assignments, without valid reason, shall have his or her name removed from the extra work list for a period not to exceed one (1) calendar month. A driver who receives a trip sheet at least forty-eight (48) hours in advance of the actual trip departure and then, without valid reason, turns back that trip assignment with less than twenty-four (24) hours notice to the Transportation Services Coordinator or his/her designee shall have his/her name removed from the extra work list for a period not to exceed one (1) calendar month. A driver who repeatedly turns down extra work assignment(s), without valid reason, that would bring him/her up to their guaranteed minimum hours may be subject to disciplinary action.

The District and the Union mutually agree to explore and resolve ongoing issues within this Section.

H. Chartering Trips

Insofar as possible, bBus trips made at District expense shall be performed by District school bus drivers and not chartered with outside contractors. Outside charters or contracts will be posted in the Transportation Department log book. Upon request by the Union the District will provide listings of outside charters paid for by non-district sources.

I. Cadet Driving

Drivers may volunteer to be assigned a cadet driver and shall be given a stipend equivalent to one (1) hour at straight time for that day. Assignment(s) shall be made within each needed area as identified by a Transportation Supervisor factored on one (1) or more of the following: 1) student conduct, 2) unique driving conditions, 3) terrain, 4) wheelchairs/restraint systems, 5) child safety, 6) other appropriate training. If there are no volunteer drivers within a needed area, the most junior driver from amongst those drivers in the needed area shall be assigned the cadet driver. If there is only one (1) driver in a needed area however, the cadet driver shall be assigned to a Driver Instructor.

J. Transportation Safety

When in the opinion of a driver a vehicle is in a condition that may make it unsafe to operate, the driver shall report, on a Vehicle Condition Form, the unsafe condition to the Mechanic's Department. Prior to the next run, the Mechanical Service Technician Shift Leadworker or Vehicle Maintenance Manager Transportation Coordinator shall investigate and inform the driver of the results on that same Vehicle Condition Form. Exceptions to the above procedure may be made in emergency situations.

K. Safety Check and Cleanup Time

Each route shall include twenty (20) minutes daily for safety checkout of the bus and ten (10) minutes at the end of each work day for the routine daily cleanup of the interior of the bus. If bus washing or additional cleanup and/or checkout time is needed the driver shall first contact a Transportation Supervisor for approval.

L. Meal Allowance

On a field trip that requires a driver to be away from home overnight, the District shall provide each driver with meals and separate lodging.

M. Paid Hours for Transportation Instruction

School Bus Drivers shall be paid a stipend of up to ten (10) hours at straight time each year for attending State-mandated in-service provided by the District. Additional paid in-service time beyond the ten (10) hours must be preapproved by the Transportation Director-Coordinator. IN the last year of a valid School Bus Driver certificate, drivers will be paid for State and District required classroom instruction and up to five (5) hours of District required behind-the-wheel recertification instruction. Dispute by a driver to this behind-the-wheel allowance cap during his/her instruction which he/she feels is not adequate as a result of a Supervisor's direction or insistence of additional instruction shall

be immediately directed to the Transportation ~~Director~~ Coordinator for resolution. School Bus Drivers shall be paid a stipend at straight time for testing with the California Highway Patrol (CHP)

The District shall pay for the instruction of any driver requesting an upgrade. Only a qualified Driver Instructor, School Bus Driver/Driver Instructor or School Bus Driver/Delegated Driver INstructor shall certify, through his/her personal observations, the instruction aspects in each upgrade. If a driver fails the initial upgrade instruction, he/she may be provided with additional unpaid instruction with the approval of the Transportation ~~Director~~ Coordinator. The District shall pay for any refresher instruction of a driver who has 1) not had such instruction within the preceding 36 months from the date request whether in paid or unpaid status or 2) where it has been determined that the refresher or additional instruction of a driver is necessary to fill the needs of the District.

Any driver who fails to renew his/her license or school bus certificate, without valid reason, shall lose day for day seniority bidding status.

N. Medical Examination and State Required Certificates

Upon completion of medical exam and obtaining a valid certificate, tThe District shall pay for State-required certificates. ThHe District shall pay for the required physical examinations by the District's physician or an amount equal to those charges.

O. Vacation

1. School Bus Drivers may choose to accumulate or be paid for their annual vacation leave accrual at the beginning of each school year. Said participation shall be renewed annually through sign-up sheets distributed to drivers on "Interim route selection" day.
2. On "interim route selection" day through the final day of route bidding each school year, a driver may preschedule vacation leave by completing a Classified Personal Absence Report indicating the day or days off that he/she is requesting. The completed form shall then be returned to the designated Transportation Supervisor. A sSubmittal of a prescheduled vacation request(s) or not during this period shall not preclude a driver from requesting other vacation leave throughout a particular school year.
3. Upon receipt of a prescheduled vacation request(s), Transportation management shall immediately record each vacation request(s) on a master school year

calendar. Where multiple vacation requests for a particular day or days would appear to impact service on home to school bus routes, Transportation management shall immediately convene a meeting with Union leadership to discuss and resolve any conflictive request date(s). If a driver feels that appropriate consideration was not exercise win approving his/her vacation request, he/she may appeal that decision to the Transportation Coordinator, and if unresolved, to the Executive Director, Operational Services. Vacation request(s) shall comply with terms and/or other criteria applicable to employees as contained within Article 9, Vacation, excepting subsections D3 and D5 and/or as modified by this Agreement.

4. Drivers shall submit vacation request(s) to the designated Transportation Supervisor no less than two (2) weeks prior to the requested vacation date(s) excepting for prescheduled vacation requests as noted above. Those vacation request(s) shall be approved provided that adequate work coverage can be obtained. Drivers may submit vacation requests for two (2) days or less with twenty-four (24) hours notice and shall be approved provided that adequate work coverage can be obtained. No vacation request shall be unreasonably denied based on any unsubstantiated, speculative or presumed concern.
5. A driver may elect to be paid accrued vacation leave for non-work day(s) that occur during school recess periods i.e. Thanksgiving, Winter, Sprint, etc. Said vacation leave shall be entered and recorded on the appropriate time sheet.
6. In the event that a driver chooses to be paid for his/her annual vacation leave accrual in any given school year, said pay-off shall be made to him/her on July 10th of that year. Any vacation leave accrual(s) that he/she might have chosen to accumulate in a prior year(s) shall be carried forward to the succeeding school year. If a driver should choose to accumulate vacation leave, and at the end of a particular school year his/her accumulation exceeds a total of two hundred and seventy-two (272) hours, he/she shall receive a pay-off for his/her excess vacation leave on the scheduled pay-off date that year.

P. Summer Assignments

Summer School and Extended Year

Available assignments for summer school and/or extended school year sessions shall be assigned by the ~~Transportation Services Director~~ Coordinator or his/her designee to those drivers who voluntarily place their names on a sign-up list(s). Assignments to routes shall

be made with the greater route hours assigned to qualifying drivers in a descending order of seniority. Without valid reason, each driver shall be expected to complete the time period(s) he/she has signed up for. The minimum hours for summer school routes/extended school year (ESY) routes shall not be less than twenty-five (25) hours per week, five (5) hours per day. If necessary, the Transportation Coordinator or designee may release summer school or extended school year drivers at any time. Extended school year routes shall not be less than twenty (20) hours per week, four (4) hours per day. Extra work assignments during summer school and/or extended year shall be made in accordance with the applicable terms contained within the Extra Work Article.

The District and the Union mutually agree to explore and resolve ongoing issues with this Section.

MDUSD-TEAMSTERS
November 19, 2020

TENTATIVE AGREEMENT – MANAGEMENT RIGHTS & ARTICLE 1

MANAGEMENT RIGHTS

Recognizing that the Board of Education is the elected body charged with conducting the affairs of the District, all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised by the District unless otherwise agreed to. Such rights shall include, by way of example but not limitation, the right to:





1. Manage and control the District, its facilities and operations as well as to direct the working forces and affairs of the District.
2. Within existing law, direct the working forces, including the right to select, hire, layoff, upgrade, discipline, suspend, dismiss, transfer, assign work or extra duties, and determine the size of the work force within existing law and the constraints of this Agreement.
3. Determine the services, supplies, and equipment necessary to conduct the operation of the District and to determine the methods, schedules, and standards of operation essential to all District programs.
4. Adopt and enforce District rules and regulations.

ARTICLE 1

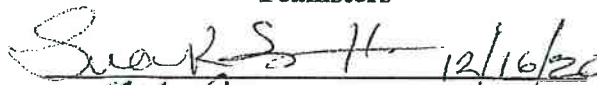
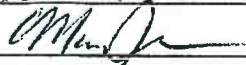
RECOGNITION

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

The District

 11-20-20
 11-23-2020
Marilyn J. Colbeck 11/23/20
 11/30/2020
 11/30/2020

Teamsters

 11-12/16/20
 12/17/20
Janette Bradfield 12/15/2020

Amal 12/2/20

Concepcion Alvarado 12/2/20

De Mairi 12/3/20

...

MDUSD-TEAMSTERS
November 19, 2020

TENTATIVE AGREEMENT – ARTICLE 2

COVERAGE

The Custodial, Food Service, Landscape, Maintenance, Technology and Information Services, Transportation, Warehouse and Substitute Custodian, Groundskeeper, and 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 Service Assistant I
- Food Service Assistant II
- 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 Equipment Operator
Grounds Leadworker, Senior
Groundskeeper
Groundskeeper/Gardener
Groundskeeper, Substitute
Heating and A/C Leadworker
Heating Equipment Lube/Service Tech
Inventory & Materials Storekeeper
Locksmith/Carpenter
Maintenance Helper
Mechanical Service Technician Leadworker
Mechanical Service Technician
Medium Equipment Operator
Mobile Maintenance Team Worker
Mobile Maintenance Working Team Leader
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
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, Technology and Information Services, Transportation, Warehouse, Substitute Custodian, Substitute Groundskeeper, and School Bus Driver Unit. Only Article 44 applies to Substitute Custodian, Substitute Groundskeeper, 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.

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 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 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 for by ~~annual written~~ mutual agreement between the District and the Union. ~~by March 31.~~

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. ~~a conversation of change of schedule for summer break will begin as early as January of that year, but a decision will be made no later than March 31.~~

3. A swing shift may be established for all or certain classifications of employees, by mutual agreement between the District and the Union.
 4. Landscape and Warehouse Department personnel shall be assigned the following hours: 7:00 a.m. - 3:30 p.m.
 5. District Maintenance hours of work shall be 7:00 a.m., to 3:30 p.m. year round.
 6. 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.)

1. An employee, who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive work days or more, shall have his/her basic assignment changed to reflect the longer hours.
2. If a part time employee's average paid time, excluding overtime, exceeds his/her average assigned time by fifteen (15) minutes or more per work day in any calendar month of the school year, the hours paid per day for compensable leaves of absence, vacation and holidays in that month shall be equivalent to the average paid time per working day in that month, excluding overtime.

The District

[Signature] 8-16-21
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[Signature] 8/18/21

Teamsters

[Signature] 8/26/21
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MDUSD-TEAMSTERS
November 19, 2020

TENTATIVE AGREEMENT - ARTICLE 8

CONTRACTING OUT

For the duration of this Agreement, contracting out of work shall be in full accordance with applicable state and federal laws, including the Education Code, Public Contracts Code and laws/regulations regarding independent contractors. In addition, the District may contract out for work where essential job equipment is not available, the job skills are not available in the unit, or expediency is essential.

The District

[Signature] 11-20-20
Melissa Calbeck 11/23/20
[Signature] 11/23/2020
[Signature] 11/30/2020
[Signature] 11/30/20
[Signature] 12/2/20
Rosa Alvarado 12/2/2020
[Signature] 12/3/20

Teamsters

[Signature] 12/16/20
[Signature] 12/17/20
Jeanette Bradford 12/15/2020

TENTATIVE AGREEMENT - ARTICLE 10

HOLIDAYS

A. Holiday 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)
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)

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)

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.

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 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.

The District

[Signature] 11-20-20
Mahjid D. Colbeck 11/23/20
[Signature] 11/25/2020
[Signature] 11/30/2020
[Signature] 11/30/2020
[Signature] 12/2/20
[Signature] 12/2/20

Teamsters

[Signature] 11 12/16/20
[Signature] 12/17/20
Jeanette Bradford 12/15/2020

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MDUSD-TEAMSTERS
November 19, 2020

TENTATIVE AGREEMENT - ARTICLE 13

IMPROVEMENT OF HEALTH LEAVE

Any employee may, at the discretion of the Board of Education, be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not more than one (1) year. The leave must be recommended by a physician in written form. A written statement from the physician certifying the employee's ability to return to full service is required before reinstatement.

The District

D. Lopez 11-20-20
Margie D. Collier 11/23/20
[Signature] 11/23/2020
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Milamets 11/30/20
[Signature] 12/2/20
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Teamsters

[Signature] 11-12/16/20
[Signature] 12/17/2020
Jeanette Bradford 12/15/2020

MDUSD-TEAMSTERS
December 7, 2020

TENTATIVE AGREEMENT - ARTICLE 15

MATERNITY LEAVE

Each female employee is entitled to a leave of absence from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom as provided under the current Government Code. This pregnancy disability leave (Maternity leave) shall be subject to the provisions covering sick leave. The length of the disability shall be determined by the employee and the employee's medical advisor. If the employee elects not to use sick leave, a request for leave of absence without pay shall be submitted to the Chief of Human Resources, before the expected date of delivery, specifying the expected beginning and end of the leave and the anticipated date of delivery as determined by a physician.

The District

[Signature] 12-9-20
Cesar Alvarado 12-11-20
[Signature] 12/18/20
[Signature] 12/2/2020
Maria D. Calbeck 12/8/20
[Signature] 12/9/20
[Signature] 12/11/20
[Signature] 12/11/20

Teamsters

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Janette Bradford 12/15/2020

TENTATIVE AGREEMENT - ARTICLE 16

MILITARY LEAVE

A. General Entitlement

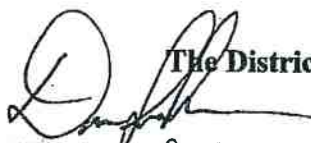
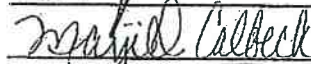


The rights of employees to military leave are as specified in the Military and Veterans Code and the Education Code.

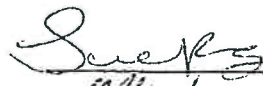
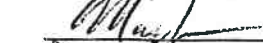
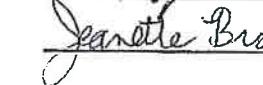
B. District Paid Medical, Dental and Vision Benefits While on Active Military Duty

1. Eligible unit members' shall be entitled to receive up to 180 calendar days of District-paid medical, dental and vision benefits pursuant to Education Code Section 44018, subdivision (b)(2) and this contractual Agreement.
2. If a unit member remains on active military duty beyond the 180 calendar days set forth above, the District shall, pursuant to Education Code Section 44108 subdivision (b)(1) and this contractual Agreement, provide the unit member a monthly stipend sufficient to cover the cost of continuing the unit member's health and welfare benefits on a month-to-month basis for the duration of the unit member's active military duty. The unit member shall execute, as necessary, authorization(s) needed to implement this provision, including but not limited to, an Internal Revenue Code (IRC) Section 125 payroll authorization.

C. Use of Earned Vacation, Compensatory Time Off (CTO), and Personal Necessity Leave While on Active Military Duty

Unit members shall be entitled to utilize their earned vacation leave, compensatory time off (CTO) and personal necessity leave (as authorized in this Agreement) while on leave for active military duty. Such leaves shall be utilized as if the unit member is rendering service to the District, i.e., in place of the employee's regular workdays.

The District
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 11/30/2020

Teamsters
 11-12/16/20
 12/17/20
 12/15/2020

TENTATIVE AGREEMENT - ARTICLE 17

NEW PARENT LEAVE

A. Newborn

A parent of a newly born child shall be entitled, upon request, to a leave of absence without pay to commence any time during the first year after the birth of the child. This leave shall not exceed one (1) year.

B. Adoption

An employee who adopts an infant child one (1) year of age or less shall be entitled, upon request, to a leave of absence without pay to commence at any time during the first year after receiving de facto custody of said infant child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. This leave shall not exceed one (1) year.

C. Parental Leave

Parental leave is leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. This leave is commonly referred to as "bonding leave", and this article uses the terms "bonding leave" and "parental leave" interchangeably. The intent of this article is to incorporate the Government Code provisions providing for parental leave and any updates to it.

Eligibility

The employee needs to have been employed by the District for 12 months prior to the request for leave to be eligible.

The initial date of hire will be used to determine whether an employee has met the 12 months of employment requirement. Summer and other calendar breaks do not count against the employee. Time in probation does count toward the time employed.

Entitlement

An eligible employee is entitled to 12 workweeks of bonding leave to be utilized during the first year following the birth or placement of a child with the parent through foster care or adoption. Twelve workweeks means the equivalent of 12 of the employee's normally scheduled workweeks. Employees are only entitled to one 12-workweek period of parental leave in any 12-month period.

An employee must first exhaust all available sick leave, including all accumulated sick leave, and continue to be absent from his/her duties on account of parental leave in order to gain access to differential pay.

The 12-workweek differential period is reduced by any period of sick leave, including accumulated sick leave, taken during parental leave.

An employee who elects not to exhaust his/her sick leave during the parental leave is ineligible for and would be on an unpaid leave.

While out on parental leave, an employee is also entitled to receive any applicable health benefits the employee was receiving immediately before commencement of the leave. The employee is still required to pay his/her regular contribution while on parental leave and the District will notify the employee of this requirement.

This article provides a separate and distinct 12-workweek pay entitlement for parental leave which is in addition to any other differential pay leave. An employee is eligible for parental leave with difference pay even if they have used all five months of difference pay due to extended illness.

This leave may be utilized anytime during the year following birth or placement of a child and may be split over two school years if it has not been exhausted.

A bonding leave does not have to be taken in one continuous period of time; the minimum duration of the leave shall be two weeks, except that the District can grant a request for a leave of less than two weeks' duration on any two occasions with prior notice. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

The District

[Signature] 12-8-20
Cesar Alvarado 12-11-20
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Teamsters

[Signature] 12/15/20
[Signature] 12/15/20
Jeanette Bradford 12/15/2020

Maria D. Calbeck 12/8/20
Brynn 12/9/2020
Kump 12/11/20
D. Mack 12/11/20

TENTATIVE AGREEMENT - ARTICLE 19

ORGANIZATIONAL LEAVE

The District shall grant release time for Union business to officers and representatives designated by the Union to a total of twenty (20) days each calendar year. Prior notice of ten business days for the requested leave shall be given by the Union to the immediate supervisor and the Director of Human Resources and approval of the immediate supervisor must be obtained prior to the taking of such leave. The Union shall reimburse the District for the cost of a substitute, if needed. This is separate from the release time provided for Job Stewards in Article 4, Section Q, Paragraph 1.

The District

[Signature] 11-20-20

Melvin D. Calbeck 11/23/20

[Signature] 11/27/2020

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[Signature] 12/2/20

Cesar Alvarado 12/2/20

[Signature] 12/3/20

Teamsters

[Signature] 11-12/16/20

[Signature] 12/17/20

Janette Bradford 12/15/2020

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. 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 15th day of that month. Hourly employees and overtime shall be paid no later than the tenth (10th) day of the calendar month following the month in which the work was performed, provided the work was performed by the 20th 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) ~~twenty (20)~~ consecutive work days in a vacant position, ~~the vacant position must be posted, unless the Board of Trustees, or Superintendent or designee 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%) 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.

The District

[Signature] 2-3-21
 Andy D. Calhoun 2-3-21
 [Signature] 2-3-21
 [Signature] 2/4/21
 [Signature] 2/4/21
 Cesar Alvarado 2/4/21
 [Signature] 2/5/21

Teamsters

[Signature]
 [Signature]
 Jeanette Bradfield

TENTATIVE AGREEMENT - ARTICLE 37

PROMOTIONS

- A. Promotion is defined as movement from a lower classification to a higher classification within the bargaining unit.
- B. Candidate selection process:
1. Candidates shall submit electronic or written applications (currently MDUSD uses Edjoin). A confirmation email will be sent to the candidate upon successful receipt of the application.
 2. The Human Resources Office shall, on the basis of the electronic or written application, determine if each candidate appears to meet the minimum requirements, as established in the job announcement.
 3. An employee shall be ineligible to apply for a promotion if:
 - a. His/her most recent evaluation (dated no more than one year prior to the posting of a position or up to 30 days of the candidate applying for the promotional position) has a general rating of "Needs to improve" or "Unsatisfactory" and was completed within the timeline set forth in Article 34.B.3.
 - b. He/she has been suspended without pay (Article 32.A.4) not more than one (1) year prior to the initial posting of a position.
 4. Candidates meeting the minimum requirements shall be invited to take a written or performance assessment, if required. If a written or performance assessment is not required, the candidates shall be provided the opportunity to be interviewed by the selection team. Any candidate applying with one (1) year experience in a vacant position shall not be required to take a written or performance assessment and may move directly to the next step of the selection process.

5. Written or performance assessments and method of rating shall be developed by the Human Resources Office and shall be related to the actual requirements of the job as specified in the job description.
 - a. Candidates who fail to pass the written or performance assessment shall receive written follow up from the District regarding areas of specific weakness and suggestions for improvement at the candidate's request.
 - b. A candidate who passes a written and/or performance assessment shall not be required to re-take that assessment for a period of twelve (12) months when applying for a promotion within the same classification.
 6. Candidates who satisfactorily meet the criteria cited above shall be referred to the candidate selection team for interview. The selection team shall evaluate each candidate's qualifications based on the following:
 - a. Letters of recommendation
 - b. Results of the oral interview
 7. Voting members of a candidate selection team shall include an equal number of management appointees and Union appointees. It shall be chaired by a representative of the Human Resources Office. A majority vote of the team is required to qualify a candidate. Unit members of the selection team shall be in a paid status when serving on the selection team.
- C. The most senior candidate certified as qualified for the promotional opportunity, by majority vote of the selection team, shall be offered the position. Seniority within the job family shall be deemed greater than district seniority. Time in temporary assignments shall not be used to advantage employees in the seniority ranking.
- D. No outside applicant may be selected over a certified, qualified employee.
- E. Employees successfully completing an apprenticeship program shall be automatically promoted to positions in the journey level classification irrespective of the conditions of this Article.
- F. Upon written request, reasons shall be provided in writing to unsuccessful candidates. This written response shall not be subject to

the grievance process.

- G. Employees promoted into higher classifications inside or outside the unit shall have the right to voluntarily return to their previous positions within twelve (12) work days after beginning the new position.

If said employee should opt to return to their previous position as described in the preceding paragraph, the next senior employee (see section C) deemed qualified by the candidate selection team in the same interview shall be offered the promotion, within five (5) work days of the position becoming vacant. Said process may be repeated as necessary if there are additional qualified candidates as described herein.

- H. All vacancies will be first met through the transfer process (Article 41). All promotional opportunities within the bargaining unit shall be posted at all work sites where employees in the unit are regularly assigned for a period of six (6) work days
- I. During the winter, spring and summer recesses, each available promotion will be posted at the District office and advertised on the District job line for the specified period(s) of time.
- J. The District will provide the Union at least three (3) working days to appoint panel members for the Selection Team.

TENTATIVE AGREEMENT - ARTICLE 42

FOOD SERVICE

A. Vacation

1. For purposes of computing vacation accrual, a year of service is defined as nine (9) months worked in any fiscal year. A break in service or a leave without pay that exceeds three (3) months in any fiscal year will delay the increased vacation accrual rate.
2. Employees assigned to regular part-time positions earn vacation at the same ratio as their work assignments. Vacation accrual for part-time employees is as follows:

1-4 years of service	1.16 days per month
5-10 years of service	1.50 days per month
11 or more years of service	2.00 days per month

3. Employees shall receive cash in lieu of vacation days during non-work periods such as winter and spring recesses. Accruals shall be paid in full on January 10th and July 10th of each year. Vacation payments shall be identified on the check stub so that employees can clearly differentiate from regular pay.
4. Employees may request vacation pay during approved leave of absence periods providing that such leaves are more than three (3) days in duration and that the vacation accrual substantiates the request for that period. Such requests shall be submitted in writing to the Director of Food and Nutrition Services.

B. Extra Work

1. Special Events scheduled after normal working hours which require supervision in the cafeteria shall be assigned by the Area Supervisor and rotated among employees on a seniority basis within the unit. The appropriate rate of pay shall prevail for these events.
2. The District Food Service Office shall maintain a list of employees who have expressed an interest in extra work assignments. The listing shall be used on a seniority basis only when the aforementioned site personnel are unavailable for extra work assignments.
3. An employee who agrees to work extra hours at another school site during the regular school day in order to provide coverage shall be paid for the travel time to that site in addition to mileage.

C. Reassignment

1. The assignments in the Food Service Department at each work site shall encompass all of the designated tasks of the employees in that classification at the work site.
2. The District may rotate the assignments of employees within their classifications for the purpose of allowing the employees the opportunity to train in all aspects of their jobs. The Food and Nutrition Services Department will create a list of volunteers to be utilized first when coverage is needed at sites and substitutes are not available. This list will be updated annually within the first week of school.
3. Employees who have been temporarily assigned by their supervisor to a higher classification shall receive the rate of pay for that classification for all time worked in that classification. Time worked in temporary assignments, will count towards probationary periods in their regular positions and step increases.

4. The employee shall receive a five (5) percent out of class pay or advance to the nearest step in the higher classification salary range providing such advance is at least five (5) percent higher than the lower classification, whichever is greater.
5. Vacancies in a position shall be posted for transfer within 30 days of vacancy and then posted for promotion, if no transfer is received, in accordance with Article 41 and 37. If after these postings for transfer, promotion and external candidates no one is hired into the position and the incumbent substituting in the position has no "Needs to Improve" or "Unsatisfactory" evaluations within the past calendar year, has not been suspended without pay within the past calendar year, and desires the position, that incumbent shall be given the position if it is mutually agreeable to both Teamsters and MDUSD. In such a situation, the assessment for the position may be waived if it is mutually agreeable to both Teamsters and MDUSD.

D. Professional Growth

The District and Teamsters agree to continue the Professional Growth program for Food Service Employees.

E. Mandated Training Pay

The District shall compensate all bargaining unit Food Service members for all mandated trainings. Copies of completed training printouts should be provided to their supervisor along with an Additional Pay timesheet. The District will meet with the Union to determine the amount of compensation before each training.

F. Summer School Work

1. Summer School Applications for Food Service employees will be posted by March 30th of each year. Applications must be submitted by April 15th of that year. The District and Teamsters will meet to review applications no later than May 15th. Per Contra Costa County guidelines each site must have an employee with a current Food Safety Certificate.
2. Summer jobs will be bid by Seniority within each classification posted. Food Service Lead Workers will be grouped as one for Summer School bids. When positions are filled in all classifications any remaining applicants will be pooled together and will bid by District Seniority. Late applicants will bid last by District Seniority. The bidding process will be completed by May 15. Pay for Summer Work will be at the rate listed on the Summer School Application each year.

TENTATIVE AGREEMENT - ARTICLE 39

RECLASSIFICATION

A. Salary Placement of Reclassified Positions

When, as a result of reclassification of a position, the salary range of the position is moved upward, incumbents in the reclassified position(s) shall be placed at a step on the new range which will result in an increase of at least five (5) percent, providing such placement will not exceed the final step of the new range. When such placement would result in an increase in excess of the final step, the employee shall be placed at the final step of the new range.

When a reclassified employee is placed on Step 1 as a result of reclassification, he/she shall be entitled to movement to Step 2 at the end of six (6) months.

When, as a result of reclassification of a position, the salary range of the position is moved downward, all incumbents serving therein shall be continued at their former rate of pay (Y-Rated) until future salary adjustments provide a salary increase for those incumbents in the new salary classification. Other than reclassification, any other downward adjustment of salary shall be considered a demotion, and shall take place only in accordance with the layoff or disciplinary procedures of this Agreement and applicable law.

8. Incumbent Rights

When a position or class of positions is reclassified, the incumbent(s) in the position(s) shall be entitled to serve in the reclassified position(s).

C. Administrative Procedures

The Executive Director of Human Resources is charged with the responsibility of recommending to the Superintendent and the governing board any changes or revisions in the established classification plan. Based upon input from District administrative personnel or any employee or authorized representative of employee organizations, and upon an appropriate review of duties and responsibilities assigned to specific positions, the Executive Director of Human Resources may recommend the reclassification of a position or positions where assigned job duties and responsibilities have changed significantly.

The basis for reclassification of the position must be a gradual accretion of duties and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities. Determinations as to the gradual accretion will be on the basis of guidelines provided by administrative procedures.

Work load increase will not be considered as a basis for reclassification review.

An employee who has been reclassified with his/her position shall be ineligible for subsequent reclassification with his/her position for a period of at least three years from the initial action.

1. Employees wishing to initiate a reclassification of their position(s) will submit a request on the appropriate district form to the District/Teamsters reclassification committee by January 1 of each year. This request must include itemization of duties not contained in the existing job description. Only reclassification requests which substantiate that the position responsibilities significantly exceed the requirements of the current position description in areas requiring additional skills, greater responsibility and decision-making requirements, or more hazardous physical performance requirements, shall be considered. Additional performance requirements shall also be considered. Additional workload in areas covered by the current job description shall not qualify the position for reclassification consideration. A reclassification request is not the basis for a wage comparison study or a comparable worth study.
2. The District/Teamsters Reclassification Committee will send a copy of the reclassification packet to the immediate supervisor. The supervisor will review the packet, complete Part II of the form and return the entire packet to the District/Teamsters Reclassification Committee. If the supervisor does not support the request, written rationale must be supplied to the committee with a copy to the employee. The employee may submit rebuttal in writing to the committee.
3. All reclassification requests shall be reviewed by a panel composed of one (1) Teamsters appointee, one (1) District appointee, and a third appointee agreed upon by the other two members. The cost of the third appointee shall be shared by Teamsters and the District. The panel shall meet once a year prior to January 31 each year. The employee(s) requesting the reclassification shall present his/her facts to the panel with any substantiating evidence. The committee shall review each request and make its recommendations to the Director of Personnel to a maximum of four (4) requests per year by February 15 each year. In extenuating circumstances, this number can be extended by mutual agreement.

4. The Executive Director of Human Resources shall investigate each request forwarded by the committee and make his/her recommendation to the Board of Education by March 15 each year.
5. The decision of the Executive Director of Human Resources on reclassification requests shall be final.
6. All approved reclassification requests shall be effective upon Board of Education approval and applied prospectively on July 1.
7. The Union and the District shall meet three (3) times ~~on a yearly basis~~ in the month of ~~April~~ July on an annual basis to review and/or update ~~mutual agreement three (3) job descriptions~~ for one classification* (*which may include more than one job description) that have not been reviewed and/or updated within a three (3) year period. Any updated or revised job description(s) will be presented to the Board no later than the first Board meeting in September of that calendar year. If by mutual agreement, both parties need additional time to work on job descriptions, the Union and the District may extend the timeline by one month.

Nothing shall preclude the Union or the District from looking at job descriptions throughout the year.

This meeting may be waived by mutual agreement between the Union and the District.

8. Neither decisions on reclassification requests nor this procedure shall be subject to the grievance procedure of the negotiated Agreement
9. ~~For the purpose of this agreement a reclassification is a function or job that is not in any other job description within their classification.~~
10. ~~In the occurrence an employee works 20 consecutive work days in a vacant position. The vacant position must be posted.~~

Side Letter Agreement Between

MDUSD & Teamsters Local 856

Regarding

The Salary Schedule Review

For Members Working in The Food Services Department

The District and Teamsters agree to conduct a joint salary schedule review for members working in the Food Services Department. The salary schedule review shall be attended by the Director of Food Services and the Chief Director of HR and Teamsters 856 representatives and shall address equity and the ongoing retention and recruitment issues in the department. This process shall begin no later than March ~~April~~ February 1, 2022 and end no later than September ~~May~~ 1, 2022. Any equity Salary Schedule adjustments, if any, would be provided by mutual agreement of the parties and will require Board approval.

District:

Teamsters:

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Date:

Date:

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Side Letter Agreement Between

MDUSD & Teamsters Local 846

Regarding

No Strike or Concerted Effort

Due to the unforeseen circumstances brought on by the Covid-19 Pandemic and the unusual amount of time taken to reach agreement on a successor contract, the District and the Union agree to the following:

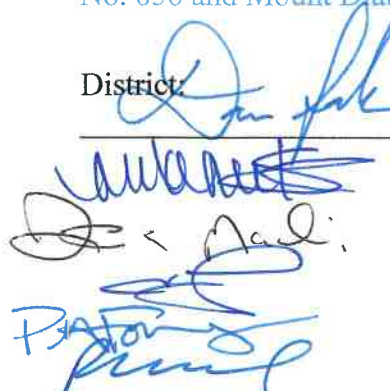
The Teamsters and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement the Teamsters, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, sympathy strike, slow-down or any other concerted refusal to perform work duties as required in this Agreement, and will not sanction or encourage ~~undertake to exert its best efforts to discourage~~ any such acts, by any employees in the unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement will not authorize or permit any lockout of Association members or other persons covered by this Agreement.

~~2. The Teamsters recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, sympathy strike, slow-down or other interference with the operations of the District by unit members who are represented by the Teamsters, the Teamsters agrees that the district may in good faith to immediately notify each unit member engaging in the action in writing of his /her obligation to cease such activity.~~

~~3. If the Teamsters, its members or agents, violate this Article it is agreed that the District may withdraw any non-statutorily required privileges provided to the Teamsters.~~

This side letter of agreement will expire ninety (90) days after the signing a tentative agreement for ratification of the 2020-2023 successor contract agreement between Teamsters Local Union No. 856 and Mount Diablo Unified School District.

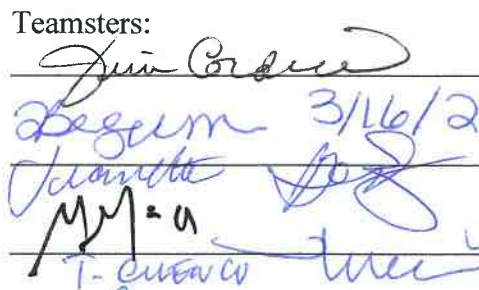
District:


3-16-22
3/16/22
3/15/22
3/16/22
3/16/22
3/16/22

Date: _____

Margi D. Calbeck 3/16/22
John [Signature] 3/16/22

Teamsters:


3/16/22
3/16/22
3/16/22
MMA
T. [Signature]

Date: _____

Board of [Signature] 3/16/22
App [Signature] 3/16/22
[Signature] 3/16/22