

MDUSD-TEAMSTERS
March 21, 2023


TENTATIVE AGREEMENT - ARTICLE 33

RELEASE OF NONPERMANENT AND PROBATIONARY EMPLOYEES


Nonpermanent and probationary employees may be released with or without cause from service at any time by the District. Upon request, all employees released from service with cause, shall be provided a written explanation for their release from probation. ~~provided that prior to such release the employee is provided an opportunity to have a conference with the Director of Personnel or his/her designee and Union representative, if desired by the employee.~~

Regular employees holding permanence in another classification shall be returned to the previous class when released from probation with or without cause. [moved from Article 32] Upon request, all employees returned to their previous class for cause shall be provided a written explanation for their release from probation.

District

 4-18-23
M. J. [unclear] 4-18-23
J. [unclear] 4-18-2023
[unclear] 4/18/23
[unclear] 4/18/23
[unclear] 4/18/23

Teamsters

 4/18/23
M. J. [unclear] 04/18/23
Michael [unclear] 4/18/23
[unclear] 4-18-23
[unclear] 4-18-23
[unclear] 4-18-23
[unclear] 4-18-23
[unclear] 4/18/23
Alex [unclear] 4/18/23
[unclear] 4/18/23
Bergen 4/18/23

TENTATIVE AGREEMENT on 6-12-2023 @ Time:
Teamsters Counter to MDUSD on 6-12-23 @ Time:
MDUSD Proposal to Teamsters on 5-31-23 Time: 11:45 am
Teamsters Counter to MDUSD on 5-19-23 @ Time:
MDUSD Proposal to Teamsters on 3-3-23 @ Time: 2:02 pm

ARTICLE 35

LAYOFF PROCEDURES

When the **Board District** determines that layoffs **are is necessary due to lack of work or lack of funds** (Education Code 45114, 45308), **the** procedures shall be administered under this Article.

A. Definitions:

1. **Employee:** An employee for the purposes of this Article is a permanent or probationary employee in the regular classified service.
2. **Layoff:** A layoff is an involuntary reduction in hours, reduction in hours per day, week or month; i.e., reduction of number of days worked per year, separation from the classified service or reassignment to a lower classification in lieu of layoff.
3. **Seniority:** Seniority for employees shall be based on the date of hire in their present classification plus higher classifications. Substitute time shall be excluded.
4. **Voluntary Layoff:** Voluntary layoff is employee consent to a reduction of hours or assignment to a lower classification in lieu of layoff.

B. Application & Bumping Rights:

1. The employee with the least seniority in the affected class, plus seniority accrued from serving in a higher class, shall be laid off first.
2. In determining order of layoff in a lateral class (where an employee moves or has moved from one class to another class at the same salary range) the original class, prior to lateral movement, shall be considered a lower class for purposes of seniority within class.
3. Any employee who, in order to avoid interruption of employment, voluntarily consents to a reduction in hours of employment or assignment to a lower class than that in which the employee has permanence is considered to have taken a voluntary layoff.

4. An employee laid off in one classification, who previously served in an equal or lower classification, may move/bump into that equal or lower classification if ~~a vacant position exists his/her~~ their seniority is greater than those employees presently serving in that classification. ~~In the event there is more than one classification with vacant positions (from among the classifications where the member previously served), the District will offer the member in the previous classification where the member served the longest amount of time (in total).~~
5. An employee displaced from ~~his/her~~ their classification as a result of being bumped shall have the same bumping right as set forth in 4 above.
6. If two (2) or more employees subject to layoff have equal hire date seniority in the current classification, the determination as to who shall be laid off shall be made on the basis of the greater hire date seniority into permanent status, and if that be equal, then the determination shall be made by lot.

C. Notice of Layoff

The District shall adhere to the notice, hearing, and layoff procedures in Education Code 45117, Government Code 11503 and 11505, and any other applicable provisions of law. ~~(Education Code 45117)~~

1. A written preliminary notice of the recommendation of layoff due to lack of work or lack of funds shall be served on affected employees by certified mail no later than March 15 ~~and before formal notice is given by the Governing Board,~~ except as provided by law.
2. The notice shall contain: (1) the reason for the layoff, (2) the effective date of the layoff, (3) the employee's displacement rights, if any; ~~(4)~~ the employee's reemployment rights, (5) the employee's hearing rights, if the layoff is not due to expiration of a specially funded program; and (6) the employee's right to discuss the layoff with the ~~Executive~~ Chief Director of Human Resources ~~and/or~~ designee.
3. Copies of Layoff Notices shall be provided to the Union.
4. Employees who have been given a notice of layoff due to expiration of a specially funded program shall be given written notice not less than sixty (60) days prior to the effective date of the effective layoff, informing them of their layoff date, displacement rights, if any, and reemployment rights. Employees shall respond in writing within ten (10) calendar days after receiving such notice ~~by personal service or Certified Mail,~~ of their intent to

exercise seniority rights for displacement to a lateral or lower classification or a reduction of assignments or hours.

D. Hearing rights for Layoff Due to Lack of Work/Lack of Funds

1. If a hearing before an Administrative Law Judge is properly requested by the employee following receipt of a notice of layoff, the proceeding shall be conducted consistent with Education Code section 45117(c) and other applicable provisions of law.
2. A final notice of layoff shall be given to the employee before May 15th unless a continuance is granted after an employee's request for hearing is submitted. If a continuance is granted, the date to serve the final notice of layoff will be extended the number of calendar days of the continuance.

E. Reemployment Rights

1. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff. Involuntary layoff shall continue for thirty-nine (39) months from the date of layoff. Voluntary reassignment or demotion in lieu of layoff employees shall be placed on reemployment lists for an additional twenty-four (24) months.
2. Reemployment shall be in the reverse order of layoff.
3. Offers of reemployment shall be made on the basis of reemployment lists based on the highest seniority.
4. Such employees shall be notified by Certified/Registered mail at the last known address of record and/or shall be notified by telephone. The employee shall, if notified by mail, have three (3) work days from proof of service but in no case more than seven (7) work days from the date of postmark to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy.
5. Upon reemployment from layoff, an employee (permanent or probationary) shall return to the employment status he/she held prior to the layoff pursuant to this section and the Education Code.
 - a. Permanent employees serving in a probationary status pursuant to a promotion:
 1. If a permanent employee should return to a promotional class within a twelve (12) month period following a layoff in which he/she was in a probationary status, the probationary time that he/she had

served prior to the layoff shall all be credited toward his/her total probationary period.

2. If a permanent employee should return to a promotional class that exceeds a twelve (12) month period following a layoff in which he/she was in a probationary status, then he/she shall begin a new probationary period. Upon completion of the new probationary period, the probationary time that he/she had served prior to the layoff shall then all be credited toward his/her step advancement.

b. Non-permanent employees serving in a probationary status:

1. If a non-permanent employee is laid off during his/her probationary period and later re-employed in the same class, he/she shall begin a new probationary period regardless of the time spent in layoff. Once he/she gains permanent status in the position class, the probationary time that he/she had served prior to the layoff shall be credited toward his/her step advancement.

6. Under no circumstance shall a probationary period exceed that that is contained in Article 24, Salary Administration, subsection B or a one (1) year period as provided for in Education Code Section 45113(a).

E. Notification of Vacancy

When vacancies arise and employees in a layoff status have no reemployment right to the position, they shall be notified in writing of the vacancy and shall be given preferential consideration for the vacancy if they are qualified as determined by the District provided that such employees have current interest cards on file.

F. Right of Refusal

An employee on a reemployment list may decline two offers of reemployment in his/her former classification. After the second refusal, the employee's name shall be placed in inactive status until the employee notifies the District of his/her availability for work. No additional offers need be made, except upon a good cause the District may permit additional offers.

G. Board of Trustees



Layoffs and reemployment in accordance with the above procedure shall be subject to Article 4 (Grievance Procedure); however, ~~Step 5, Arbitration, an Arbitrators'~~ decision (Step 4) shall be advisory only. The Arbitrator shall submit a written recommended decision to the grievant and Board of

Education. The decision of the Board of Education shall be final and binding. Costs of arbitration shall be shared equally by the District and the Union.


H. Administrative Regulations

The District may adopt Administrative Regulations to carry out the provisions of this Article. The implementation of this Section shall not deviate from Education Code 45117, Government Code 11503 and 11505, or any other applicable provisions of law. ~~current policies and practices.~~

District



Mignifich
Deanne Ann
Kuffman

Teachers


Keith Or
Nikhil Duboy
Jeanette [Signature] 6/23/23
M. A. 6/23/23
Deleen 6/23/23
Derald D. Blasper 6/23/23
Alex [Signature] 6/23/23

MDUSD and Teamsters
Tentative Agreement
June 23, 2023

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 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.
 - ~~e.~~ 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 or having any related experience 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. All internal candidates who meet the minimum requirements or have any related experience will be invited

to interview with the exception of those that are prohibited from applying as set forth above and below.

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
 - c. Qualifications (from application, resume, interview)
 - d. Length of District service in similar positions based on hire date
 - e. ~~Other job-related factors as described in the job description.~~
 - f. ~~If multiple internal candidates are determined to be equally qualified for a vacancy by the selection committee, the most senior candidate will be recommended for appointment.~~

7. Voting members of a candidate selection team shall include an equal number of management appointees and Union appointees. It may ~~shall~~ be chaired by a representative of the Human Resources Office. ~~Each selection committee member will~~ A majority vote of the team is required to qualify a candidate ~~rank the qualifications of candidates~~ based on the above criteria. ~~After a discussion about individual rankings, the committee will make the final hiring decision from the top three ranked individuals.~~ Unit members of the selection team shall be in a paid status while serving on the selection team.

- C. In the event that a majority of the interview committee ~~selects~~ ~~qualifies~~ an internal candidate(s), 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. In the event no internal candidates are qualified by the selection team, outside candidates may be selected for the position. ~~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. ~~Although Transfers/Promotions can be run concurrently,~~ 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.

ARTICLE 37

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~~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 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~~

~~c. Qualifications (from application, resume, interview)~~

~~d. Length of District service in similar positions based on hire date~~

~~e. Other job-related factors as described in the job description.~~

~~f. If multiple internal candidates are determined to be equally qualified for a vacancy by the selection committee, the most senior candidate will be recommended for appointment.~~

~~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. Each selection committee member will A majority vote of the team is required to rank the qualifications of candidates based on the above criteria. After a discussion about individual rankings, the committee will make the final hiring decision from the top three ranked individuals. Unit members of the selection team shall be in a paid status when~~

~~C. In the event that a majority of the interview committee selects an internal candidate, 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.~~

District

Ken Arana 7.5.2023

Teamsters

Mr. [Signature]

Bugum

Michael Dulaney

[Signature]

Aloua Diop

[Signature]

[Signature] 7/6/23

MDUSD Counterproposes Status Quo to Teamsters on 4-25-23 @ Time: 10:55am
Teamsters counter to MDUSD on 4-18-23 @ time: 1:49PM
MDUSD Counterproposal to Teamsters on 4-11-23 @ Time: 3:07 pm
Teamsters Counterproposal to MDUSD on 4-11-23 @ Time: 10:34 am
MDUSD Counterproposes Status Quo to Teamsters on 3-21-23 @ Time: 2:48 pm
Teamsters proposal to MDUSD on 3-21-23 @ Time: 11:10 am

ARTICLE 40 – Status Quo

SAFETY

**Tentative Agreement Between
Mt. Diablo Unified School District and
Teamsters
June 23, 2023**

ARTICLE 41

TRANSFER

A. Definition

A transfer is a movement within the same classification from one building site to another or to a different department.

B. Voluntary Transfers

1. All vacancies represented by Teamsters 856 shall be posted online for a period of 5 work days. Each school site and/or department will have a computer device readily available for employees to access postings. ~~All vacancies represented by Teamsters 856 within the Custodial and Food Service Department bargaining unit shall be announced and posted at in the appropriate designated area on bulletin boards in either kitchens or custodial office at all work sites where employees in the unit are regularly assigned for a period of five (5) workdays.~~

~~All other vacancies represented by Teamsters 856 shall be filled pursuant to Article 37.~~

2. During ~~that~~ the posting period, the vacancy shall not be permanently filled.
3. The posting shall state:
 - a. The site of the vacancy.
 - b. The number of hours regularly assigned.
 - c. The job classification.
 - d. The immediate supervisor.
 - f. The closing date for the transfer.
4. ~~The District agrees to send to each site the number of transfer notices necessary to provide each unit member at that site with an individual copy of the posting. In addition, the~~ The District agrees that if transfers are to be posted during the winter, spring or summer recesses, they will each be posted at the District

Office and advertised on the District ~~job line~~ website for the specified period of time.

5. An employee on leave shall have the right to have his/her Job Representative file for the transfer in his/her behalf.
6. The most senior eligible employee requesting the transfer shall be placed in the vacancy as soon as reasonably possible after the five (5) day posting period.
7. No employee shall be transferred during his/her probationary period. Exceptions may be made with reasonable cause at the discretion of the Chief Director of Personnel.
8. Employees shall be ineligible to apply for transfer if:
 - a. His/her most recent evaluation (dated no more than one year prior to the initial posting of a position) has a general rating of Unsatisfactory and was completed within the timeline set forth in Article 34(B)(3); or
 - b. He/she has been suspended without pay under Article 32 (A)(4) not more than one (1) year prior to the initial posting of a position.
9. Notwithstanding Section B(6), the administrator selecting Elementary Head Custodians may select an applicant with less seniority provided the reasons for overruling seniority are neither arbitrary nor capricious. A senior Elementary Head Custodian shall be provided with a written explanation of the reasoning a less senior employee was selected, if requested.

~~9. Employees voluntarily transferring shall have the right to voluntarily return to their previous position within twelve (12) work days after beginning the new assignment.~~

C. Involuntary Transfer

1. An involuntary transfer pursuant to this Section shall not be made until there has been compliance with Sections B(1) through B(8) of this Article.
2. When an involuntary transfer is necessary because of lack of funds or lack of work, volunteers shall be considered for transfer first (Article 35).

3. If there are no volunteers, the employee with the least seniority within the classification shall be transferred.

D. Medical Transfer

The District shall assign alternate work, when temporary work for which that employee is qualified and able to perform is available, to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The District and the Union agree to explore return to duty for off-the-job injuries and/or illnesses.

E. Administrative Transfer

Notwithstanding paragraph C(1) above, the District may immediately transfer an employee where the employee's presence creates a hostile or dangerous work environment at that work location.

When a transfer is made pursuant to this subdivision, the employee shall be given a written statement of the reason(s) for the transfer.

~~A. Definition~~

~~A transfer is a movement within the same classification from one building site to another or to a different department.~~

~~B. Voluntary Transfers~~

- ~~1. Any employee desiring a transfer to another location may submit such a request every 12 months by June 30th. As vacancies occur, the district will consider, and may place, these employees at other locations prior to posting the position (and when doing so will then instead post the job location of the transferred employee). Employees will remain on a transfer request list for a period of 12 months or until assigned. In the event an employee on the list refuses a transfer that is based on their own request, they will be removed from the transfer request list, and may renew their request after 12 months from the date of their original request. Placement selection and location will be based by HR working with each department.~~
- ~~2. In the event no current employee has requested a transfer (pursuant to B1 above) into a vacant position, the position will be posted for promotion and external candidates~~

~~1. All vacancies within the bargaining unit shall be posted at all work sites where employees in the unit are regularly assigned for a period of five (5) work days.¶¶~~

¶¶

~~2. During that posting period, the vacancy shall not be permanently filled.¶¶~~

¶¶

~~3. The posting shall state:¶¶~~

¶¶

- ~~a. The site of the vacancy.¶¶~~
- ~~b. The number of hours regularly assigned.¶¶~~
- ~~c. The job classification.¶¶~~
- ~~d. The immediate supervisor.~~

~~34. The District agrees to send to each site the number of transfer notices necessary to provide each unit member at that site with an individual copy of the posting. In addition, tThe District agrees that if transfers are to be posted during the winter, spring or summer recesses, they will each be posted on the District website at the District Office and advertised on the District job line for the specified period of time.~~

~~45. An employee on leave shall have the right to have his/her Job Representative file for the transfer in his/her behalf.~~

~~6. The most senior employee requesting the transfer shall be placed in the vacancy.~~

~~57. No employee shall be transferred during his/her probationary period. Exceptions may be made with reasonable cause at the discretion of the Chief/Director of Human Resources. Personnel. [District rejects proposed addition of "with reasonable cause.]~~

~~68. Employees shall be ineligible to apply for transfer if:~~

- ~~a. His/her most recent evaluation (dated no more than one year prior to the initial posting of a position) has a general rating of Unsatisfactory and was completed within the timeline set forth in Article 34(B)(3); or~~
- ~~b. He/she has been suspended without pay under Article 32 (A)(4) not more than one (1) year prior to the initial posting of a position.~~

~~79. Notwithstanding Section B(6), the administrator selecting Elementary Head Custodians may select an applicant with less seniority provided the reasons for overruling seniority are neither arbitrary nor capricious. [Rejecting Teamster proposed deletion of entire paragraph]]~~

~~¶~~

~~9. Employees voluntarily transferring shall have the right to voluntarily return to their previous position within twelve (12) work days after beginning the new assignment. [District rejects Teamster proposed language]~~

~~C. Involuntary Transfer~~

~~1. An involuntary transfer pursuant to this Section shall not be made until there has been compliance with Sections B(1) through B(8) of this Article.~~

~~12. When an involuntary transfer is necessary because of lack of funds or lack of work, volunteers shall be considered for transfer first.~~

~~23. If there are no volunteers, the employee with the least seniority within the classification shall be transferred.~~

~~D. Medical Transfer~~

~~The District shall assign alternate work, when temporary work for which that employee is qualified and able to perform is available, to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The District and the Union agree to explore return to duty for off-the-job injuries and/or illnesses.~~



~~E. Administrative Transfer Based on Interest of the School/Worksite~~

~~Notwithstanding paragraph C(1) above, the District may immediately transfer an employee where the employee's presence creates a hostile or dangerous work environment at that work location.~~



~~No employee shall be transferred without just cause for any reason except surplus staff, reduction in force or school closure or where a disruption between staff has occurred or will likely occur. In determining such cause, a finding adverse to the employee is not required, only a showing that the District may initiate a transfer based upon what is in the best interest of the school or other work site.~~

~~When a transfer is made pursuant to this subdivision, the employee shall be given a written statement of the reason(s) for the transfer.~~

District



Miguel
Wendell
Anthony

Teamsters



Joseph Perle 6/25/23
MFA 6/23/23
Beeg 6/23/23
Gerald P. Casper 6/23/23
Alex John 6/23/23

MDUSD counter to Teamsters on 5-31-2023 @ Time: 10:49 AM
Teamsters Counter to MDUSD on 5-19-23 @ Time:
MDUSD Proposal to Teamsters on 5-2-23 @ Time: 1:46 pm
Teamsters proposal to MDUSD on 4-25-23 @ Time: 11:17am
MDUSD Proposal to Teamsters on 4-18-23 @ Time: 2:50 pm
Teamsters proposal to MDUSDS on 3-21-23 @ Time:

1166 to a
TA
10:53 AM

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:

month	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
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. Food Service employees may not take vacation on school days; however, special requests may be made by submitting a written request to the Director of Food and Nutrition Services. ~~Personal Necessity Leave may still be taken in accordance with Article 20.~~

[Note: District acknowledges that Personal Necessity Leave is delineated in Article 20 and still applies.]

~~request vacation pay during approved unpaid 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

Extra ~~work~~ is defined as work during the regular school calendar year scheduled after normal working hours or non-school days during this calendar period, but excludes ~~only the two~~ days provided prior to the first day of the regular school year set aside for site set-up, cleaning and deliveries which are put on an *Additional Pay Timesheet*. ~~and the time between the end of summer school and the beginning of the school year.~~

21. The District Food Service Office shall maintain a list of employees who have expressed an interest in extra work assignments. This list will be updated prior to the end of the ~~second~~ first full week of each regular school year. The Food Service Office will make every effort to ensure all employees are notified and given the opportunity to sign up if interested. ~~The listing shall be used on a seniority basis only when the aforementioned site personnel are unavailable for extra work assignments.~~ [moved from the previous #2]
42. ~~Extra work~~ ~~Special events scheduled after normal working hours which require supervision in the cafeteria~~ shall be ~~have positions be assigned~~ offered by the Area Supervisor and rotated among site employees on a seniority basis ~~by position.~~ ~~at the site.~~ Should no one at the site be available, the Area Supervisor shall assign the work on a seniority basis by position ~~off the extra work list within the unit.~~ The ~~employee's current~~ appropriate rate of pay ~~or greater shall prevail for these events.~~ shall be paid for this extra work.
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 from their original site.

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.
3. The Food and Nutrition Services Department will create a list of volunteers, to be utilized first when coverage is needed at sites and when substitutes are not available. This list will be updated annually ~~within by~~ the ~~first~~ end of the first full ~~second~~ week of school.
- ~~3.4.~~ 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.
- ~~4.5.~~ 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.
- ~~5.6.~~ 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 expire, 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.
7. An employee, who first reports to their assigned work site and who agrees to work ~~extra hours~~ at another school site during the regular school day in order to provide coverage shall receive ~~be paid for the travel time to that site in addition to~~ mileage from their original site. ~~[moved from b.3]~~

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

Summer School work is defined as any work while Summer School is in session in one of the district's Summer School programs. ~~between the day Summer work is defined as any day between the day following the last day of school and the day before the first day of a new school year, that is not Summer School.~~

~~following the last day of school and the last day before the first day of the new school year. of Summer School. This excludes the two days prior to the first day of the regular school year set aside for site set-up, cleaning and deliveries.~~

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 School 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.
3. ~~Food & Nutrition Warehouse Attendant Truck Drivers shall have first rights to summer positions within their class and be selected by a seniority basis during Summer work. The selected driver will be paid at their current hourly rate, or greater.~~ Should Food & Nutrition Warehouse Attendant Truck Drivers decline Summer school positions and/or the need arises for additional Drivers, the position(s) shall be offered first within the Teamsters 856

bargaining unit and such drivers shall be paid at the ~~first step (or greater) of the Food & Nutrition Warehouse Attendant Truck Driver salary schedule.~~ rate(s) listed on the Summer School Application each year.

4. Employees accepting Summer **School** Assignments will be expected to work the full duration of the ~~S~~ummer **S**chool assignment, however, Unpaid time off will be allowed with the pre-approval of an Area Supervisor. Any unapproved absences beyond two days may result in being dropped from the ~~S~~ummer **S**chool program. ~~Refer to Article 22, B. Notice of Sick Leave and C. Verification for contract language regarding sick leave usage during summer school.~~ Employees will not be paid for any time off during Summer.
5. Applicants can only be denied for a "Needs to Improve" or "Unsatisfactory" evaluations within the past calendar year or a suspension without pay within the past calendar year.
6. Summer **S**chool applications will be processed through HR. The Union, Food Service and HR will work collaboratively to fill summer **S**chool positions.

Summer Work

1. ~~Summer work is defined as any work other than work in the Summer School programs that is done between the day following the last day of school and the day before the first day of a new school year.~~
2. Food Service will create a list of volunteers interested in Summer work (this is separate from the list for Extra Work in Article 42.B). Food Service shall make every effort to notify employees by May 15th and a list shall be created by June 1st. All Summer Work assignments shall be rotated by positional seniority off the Summer Work list. ~~The employee's current rate of pay or greater will prevail for all summer work.~~ The appropriate rate shall be paid for this work.

~~G. Minimum Hours~~ [A side letter between T856 and the District shall be created to make recommendations to the District and T856 to increase FTE within Food Service Department. Positions to be increased shall be identified by a committee of current Food Service Supervisors and an equal number of Union appointed Food Service Employees and a Human Resources Representative. The committee shall in good faith consider (1) the needs of each site and position, (2) extra time sheets submitted over

the last two years for each position, (3) breaks and lunch schedules for each position, (4) potential upcoming and past menus. (5) reasonable indicators that a site may increase production. The committee shall meet over the summer and the FTE's requiring increases shall be completed before the beginning of the 2023-24 school year. The committee shall meet within 90 days of the full execution and approval of the Collective Bargaining Agreement. ¶ and make a recommendation

¶

~~1. The minimum hours for a Lead Food Service Worker I, Lead Food Service Worker II, and Lead Food Service Worker III shall not be less than six seven (76) hours per day, thirty five (305) hours per week. The minimum hours may be waived at the employee's request and with mutual agreement from the District. ¶~~

¶

~~2. The minimum hours for Food & Nutrition Services Assistant shall not be less than three and a half (3.5) hours per day, seventeen and a half (17.5) hours per week. The minimum hours may be waived at the employee's request and with mutual agreement from the District. ¶~~

¶

~~3. The minimum hours for Food & Nutrition Services Cook/Baker shall not be less than five (5) hours per day, twenty five (25) hours per week. The minimum hours may be waived at the employee's request and with mutual agreement from the District. ¶~~

Janet Faraña 7.5.2023

Bergam

Mr

John

Michael Dalarney

A-R
Gloria Sofuete

Maria
Clara Buz 7/6/23

MDUSD Proposal to Teamsters on June 12, 2023 at _____ am/pm
Teamsters Counter to MDUSD on May 31, 2023
MDUSD Proposal to Teamster on May 19, 2023, at 3:15pm
Teamsters counter to MDUSD ON 5-2-23 @ Time: 3:03pm
MDUSD counterproposal to Teamsters on 4-18-23 @ Time: 2:15 pm
Teamsters proposal to MDUSD: 2/14/23 @ Time: 12:09pm

ARTICLE 43

TRANSPORTATION

- Tentative Agreement

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 ~~thirty-five (35)~~ ~~twenty-five (25)~~ ~~thirty (30)~~ hours per week, ~~seven (7)~~ ~~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-five (25)~~ ~~thirty (30)~~ hours per week, ~~five (5)~~ ~~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. 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. ~~Each driver with Special Education students shall make phone contact with parents/guardians regarding pick up/take home times, including special equipment if needed. Parent/Guardian Call Log must be completed and submitted receive an additional two (2) hours of guaranteed time to contact parents on the day following the interim route assignment day. 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 ~~complete the Parent/Guardian Call Log contact parents~~ within the ~~guaranteed time~~ allocated ~~period of compensation [eight (8) hours]~~, ~~he/she~~ the driver must contact a ~~Transportation Special Education~~ Supervisor for ~~additional time~~ and/or 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 spring 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. Union shop steward(s) may be present during bidding. At a time no earlier than the end of the ~~fourth~~ second full week of school, but no later than the beginning of the ~~sixth~~ fourth full week of school: the Transportation Services Coordinator or his/her designee shall identify each route. By the ~~beginning~~ end of the ~~fourth-seventh~~ full week of school each year, ~~three~~ two copies of each 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 be completed and verified for accuracy by the Union Shop Steward(s) ~~upon request in a timely manner. but will not delay the bidding process.~~

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. ~~Training shall be provided for all drivers wishing to be upgraded that submit a Training Request Form during orientation. Training shall be completed prior to the bidding period. within the first six weeks prior to orientation.~~

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 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 ~~Director~~ ~~Coordinator~~ or his/her designee prior to bidding.

Complete results of the bidding shall be posted within twenty-four (24) hours after bidding has concluded. New routes shall take effect on the first Monday following completion of the bidding process.

- 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 ~~Director 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 ~~Director 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 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 ~~any work outside a driver's regular route assignment and 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 compensation at the appropriate rate for each assignment. In the event that such an assignment is canceled 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 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 ~~shall have the option 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 canceled with less than twelve (12) hours notice to a driver due to a sudden and/or unforeseen circumstance which 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/or 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 Coordinator 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, bus 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 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. [Drivers that work on a Non Public School assignment during mandated in-service, shall be scheduled on an alternative date to complete the mandated in-service.](#) Additional paid in-service time beyond the ten (10) hours must be preapproved by the Transportation 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 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 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 dated 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, the District shall pay for State-required certificates. The District shall pay for required physical examinations by the District's physician or an amount equal to those charges.

O. Vacation

1. ~~"School Day Only" Employees (193 Days)~~

- a. ~~School Bus Driver employees who work during the school year only (School Day Only Employees)(193 Days) are paid for their vacation hours as part of their monthly salary. Since School Day Only employees are paid for their vacation hours as part of their monthly salary, they are ineligible to take days off for vacation.~~

2. ~~Vacation Accrual~~

- a. ~~School Bus Driver employees are 10 month employees as designated by the number of days worked each year.~~
- b. ~~Employees assigned to regular or part time positions earn vacation at the same ratio as their work assignments. Vacation accrual for regular and 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. ~~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.~~

4. ~~Vacation Eligibility~~ **New Employees**

~~New employees shall accrue vacation but are ineligible to take and shall not be paid for vacation until the completion of six (6) months of service, and a~~ School bus drivers shall accrue vacation but are not eligible to take and shall not be paid for vacation until the completion of six (6) months of service after they have successfully acquired their school bus certificate from CHP.

A terminating employee will not be paid for any earned vacation accrual, until such employee has completed six (6) months of service.

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 submittal 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~~ When there are multiple vacation requests for a particular day or days, and when it would appear to impact service on home to school bus routes, Transportation management may deny those requests (by reverse seniority). ~~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 exercised in approving his/her their vacation request, he/she may an appeal may be made that decision to the Director of 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.~~ Typically, no more than three (3) drivers may be on vacation during school days. No vacation request shall be unreasonably denied based on any unsubstantiated, speculative, or presumed concern. ~~No driver shall be denied vacation requests made for non-school days.~~
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 no more than three (3) drivers are off on vacation leave for the requested day. ~~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, Spring, 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 Director of Transportation Coordinator or his/her designee to those drivers who voluntarily place their names on a sign-up list(s). Assignment 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 Director of Transportation or designee may release summer school or extended school year ~~drivers due to program ending for unforeseen circumstances.~~ **-at any time.** 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 within this Section.

District

RS

Michael

Miguel

Deane Davis

Amara

Teambos

Jeannette 6/23/23

Jonathan 6/23/23

Mike Delaney

Ms

Mia 6/23/23

Begun 6/23/23

Derald D. Blasper 6/23/23

Alex Jallo 6/23/23

TENTATIVE AGREEMENT - ARTICLE 44

SUBSTITUTE CUSTODIAN AND SCHOOL BUS DRIVER

Substitute Custodians and Substitute School Bus Drivers shall receive any retroactive salary raise in the same manner as regular employees. Substitute Custodians and Substitute School Bus Drivers shall be included under Article 3 (Organizational Security) of this Agreement.

A. Compensation

Substitute School Bus Drivers and Substitute Custodians who meet the requirements outlined in Article 2, B1 and B2, shall be compensated at the rate equivalent to Step 1 of the appropriate classified salary range.

B. Probationary Positions

1. Substitute School Bus Drivers as defined in Article 2, B(1), shall be offered probationary positions on a seniority basis as they become available. For purposes of this section, seniority shall be determined by the date of California Highway Patrol certification after meeting the requirements set forth in Article 2, B(1). If no appointments exist, a Substitute School Bus Driver shall not work more than 194 days in a school year.

A Substitute School Bus Driver scheduled for extra work (trip) on a normal work day shall receive no less than two (2) hours compensation at the appropriate rate of pay if the extra work (trip) is canceled with less than twenty-four (24) hours notice to the driver.

2. Substitute Custodians as defined in Article 2, B(2), shall be offered probationary positions in the following manner. When a vacancy occurs the hiring supervisor shall interview the three (3) most senior Substitute Custodians and select the candidate that in his/her judgment would be the best qualified for the position. If the most senior Substitute Custodian is not selected, and upon written request from the employee, reasons shall be provided to him/her in writing. This written response shall not be subject to the grievance process.

For purposes of this paragraph, Substitute Custodian seniority shall be based on his/her total hours of paid substitute service. If two or more substitutes have the same number of total hours, seniority shall be determined by lot.

No Substitute Custodian shall work more than 194 days in a school year.

Subsequent to the exhaustion of the names on the current Substitute Custodian list as of the date of Board of Education ratification on February 23, 1999, the following process and procedures shall be used in the placement and advancement of Substitute Custodians.

- a. The Substitute Custodian group shall be designated in an ascending order of achievement as follows: Substitute Custodian I and Substitute Custodian II. Substitute Custodian I is defined as a substitute who has completed the Custodial Trainee program or has through his/her verified training, experience and proficiency been determined to possess the necessary technical and personal skills to perform independently as a Substitute Custodian I. Substitute Custodian II is defined as a substitute who has met the requirements of a Substitute Custodian I and is eligible to be considered for a probationary custodial position.
- b. No more than five (5) substitutes may be at the Substitute Custodian II level at any one time. There is no similar restriction on the number of Substitute Custodian I's that may be employed at any one time.
- c. Seniority for advancement within a particular substitute designation shall be based on the greater hours worked within that substitute level. If, based on his/her performance assessments, a Substitute Custodian II is reassigned to a Substitute Custodian I, then he/she will forfeit those hours earned as a Substitute Custodian II in that placement.
- d. The five Substitute Custodian II's shall be interviewed for probationary positions as they become available in the Custodial Department. No more than five (5) outside (non-unit) applicants may be interviewed for the same position. Each outside (non-unit) applicant must be qualified by the Personnel Office to meet all of the criteria as identified in both the job announcement and job description. A candidate certification team consisting of two District and two Teamsters representatives shall interview all candidates. One of the District representatives shall be the District Custodial Supervisor. A non-voting representative from the Personnel Office shall chair the team. A majority vote of the team is required to qualify a candidate. A tie vote by the certification team on any candidate shall be referred to the Executive Director of Human Resources for resolution. He/she shall confer with the Teamsters Unit President prior to his/her making a final determination. The final decision by the Executive Director, Human Resources is not subject to the grievance procedure.

- e. The hiring supervisor shall select a candidate from among those candidates qualified by the certification team or the Executive Director, Human Resources. All things being equivalent, a Substitute Custodian II shall be selected over any outside (non-unit) candidate. If the most senior Substitute Custodian II is not selected, and upon written request, reason(s) shall be given in writing to both the employee and the Union. The written response shall not be subject to the grievance process.
 - f. Based on performance assessments Custodial Trainees shall be advanced to the position of Custodian Substitute I by the completion of one hundred and eighty (180) calendar days.
- C.** The District Custodial Supervisor shall be responsible for the initial placement and advancement through each substitute level. Effective on the date of Board ratification, February 23, 1999, he/she shall base the promotion/demotion of all Substitute Custodians on a standard performance assessment with advisement from a committee comprised of one (1) Teamsters representative and the Executive Director of Human Resources. These substitute assessments shall be conducted on a quarterly basis, or if deemed individually necessary, more frequently. During each assessment meeting, all substitutes shall be reviewed in areas of attendance/ dependability and performance and any written commendations/observations of areas where improvement is needed shall be made by Supervisory personnel. Substitute evaluations and the review process shall not be subject to the grievance process. Effective on the date of Board ratification, February 23, 1999, the assessment process shall be used by the District Custodial Supervisor in determining the need for intervention, commendation, coaching, discipline, etc. for all Substitute Custodians.
- D. Vacant Custodial Positions** - The District shall provide the Union with a list, on a monthly basis, of vacant custodial positions which are available to substitutes.
- E. Substitute Custodians List** - The District shall provide the Union with a monthly list of Substitute Custodians and Custodial Trainees, by seniority, and the names and locations of those substitutes hired in a permanent status.
- F. Seniority Credit**

Any substitute who takes a permanent position will be granted their original substitute seniority date as long as they worked 75% of each 194 day substitute work year they worked as a substitute. (Example: Substitute works 75% year one and 50% year two then hired year three in permanent position = 1 year seniority when hired.)

~~**G. Pilot Program for Traveling Custodians Through June 30, 2018**~~

1. ~~Five substitute II positions will be converted to Traveling Custodian positions, after Board Approval of Teamster contract and after creation and approval of job description, and will be guaranteed 40 hours of work per week for the full 260 day calendar year. Monthly salary will be based on the Custodian PM rate. If there are no custodial tasks to be completed, these substitutes may be asked to work on other improvement and moving projects. These positions will be filled through the established application process.~~

~~2. Eliminate the delineation between Substitute I and II and have one pool of substitute custodians.~~

~~3. This shall be a pilot program for the 2016-16 contract. Should the program not be successful, the employee will have the option to go back to their original position without the loss of seniority.~~

District

[Signature] 5-2-23
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[Signature] 5/2/23
[Signature] 5-2-2023

Teamsters

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**Tentative Agreement Between
Mt. Diablo Unified School District and
Teamsters
May 31, 2023**

ARTICLE 46

LOW-LEVEL MAINTENANCE

In an effort to transfer some maintenance jobs from the District level to the school level and, in the process, improve District services, the following maintenance responsibilities are to be assumed by the Elementary Head Custodian, Custodial Leadworker I and Custodial Leadworker II.

It is understood they will "keep up," "continue," to keep in existence "as is;" to "repair" school property, grounds, buildings and equipment. To replace "like" fixed building ground facilities of system components when beyond economical repair. Repair is defined as "to restore to good or sound condition resulting from continued maintenance and repairing."

Through a cooperative effort involving the schools, the District will provide each low-level maintenance worker with a set of basic tools needed to carry out the responsibilities outlined below. It is the responsibility of the low-level maintenance employee to keep track of the equipment and to keep it in good working order.

The District will provide an inservice program to thoroughly acquaint the Elementary Head Custodian, Custodial Leadworker I and Custodial Leadworker II with the skills needed to carry out the responsibilities. The Maintenance Department will certify, by areas of low-level maintenance, individuals who are authorized to work in specific areas.


Low-level Maintenance is limited to the areas listed below:


1. Fix loose screws in tables, chairs, doors, equipment, light fixtures, etc.
2. Install pencil sharpeners and map rail or frames.
- ~~3. Repair leaky faucets. This includes replacing washers, adjusting drinking fountains, etc.~~
- ~~4. Glazing standard windows. Exact windows to be determined by the Maintenance Department.~~
- 36.** Replacement of floor tiles where safety is involved.
- 46.** Painting to remove obscene words on painted portions of campus. (All paint to be provided by Maintenance only.) ~~Unpainted surfaces should be cleaned not painted.~~
- 57.** Watering lawns and shrubs within 50' of buildings.


- ~~68.~~ Repairing or reattaching coving base where needed.
- 9. Replacing window screen.
- ~~10. Making minor repairs to drapery and shade hardware.~~
- 744. Replacing light fixture tubes and screens/louvers/diffusers.
- 842. Replacing ground level heating system filters.
- 943. Replacing closer arms, door stops and kick plates.
- 104. Replacing missing acoustical tile.
- 115. Unplugging door locks.
- 126. Replacing switchplates and plastic light covers.
- 137. Pruning where safety hazards are involved.
- 148. Replacing glides and casters.
- 15. Auger/Plunge clogged toilets/urinals before submitting plumber work orders.
- ~~16. Changing toilet seats/plumber to provide the seats.~~
- 16. With the proper tools and equipment ~~drill-~~ installing all restroom fixtures (toilet paper, paper towel, toilet seats, toilet seat covers and soap/hand sanitizer dispensers).
- 17. Ensuring grease traps are cleaned and completed during Summer and Winter breaks unless work order is necessary.
- 18. Unstick locks (product will be provided by Maintenance (NOT graphite/not WD40)
- 19. ~~Doors that DO NOT close - check for rocks, debris @ doorway.~~
- 18. Temporarily secure ground level broken windows, until glaziers can fully repair (Material will be provided by Maintenance)
- 19. Secure Water Leaks, turn off sinks and other fixtures restrooms, classrooms and kitchens.
- 20. Clean/Change Cartridge at Waterless Urinals
- 21. ~~Fix loose screws in tables, chairs, doors, equipment, light fixtures, etc.~~
- 21. ~~Replace water fountain and hydration station filters.~~


~~Elementary Head Custodian, Custodial Leadworker I and Custodial Leadworker II receive a five (5) percent equity adjustment for assuming the low level maintenance responsibilities, effective July 1, 2023 October 1, 1980.~~

District














Teamsters




 6/23/23

 6/23/23

 6/23/23

 6/23/23

 6/23/23

Wade Anthony
Jesuita prof 6/23/25

MDUSD Proposal to Teamsters on 6-23-23 @ Time: _____ am

ARTICLE 50

TERM

A. Duration

This contract agreement will be effective July 1, 2023~~0~~ through and including June 30, 2026~~3~~ with ~~no~~ re-openers for the 2025-2026 school year of Article 25 (Salary) and 26 (Employee Benefits) only. No other articles shall be open during the term of this Agreement.

B. Successor Agreement

Proposals for a Successor Agreement shall be presented no later than November 30, 2025~~2~~. Every attempt will be made to meet as soon after November 30, 2025~~2~~ as feasible but no later than January 31, 2026~~3~~.

Justin Parana 7-5-2023

M.S.

Bugan

By J.M.

Michael Dulaney

A.A.
Alvin Difrete

M.M.
Leanne Berg 7/6/23

**Tentative Agreement Between
Mt. Diablo Unified School District and
Teamsters
May 31, 2023**

[MDUSD is not agreeable to creating a new article. Where language proposed by Teamsters is acceptable, the District has noted below and has noted the article where the District believes the language should be placed.]

1. ~~Training/Crosstraining~~

~~Senior & Network System Administrators shall be given designated time of four hours on a bi-monthly (six times a year) basis to provide higher level training for I.T. Employees.~~

~~The Department shall provide notice to all I.T. employees for these trainings. All interested employees shall be provided time to attend.~~

~~Trainings will be specific to job responsibilities. For example, Senior Network/Systems Administrator may provide training specific to their related work on equipment currently being utilized by the District.~~

2. I.T. Department On Call ~~Work~~Pay

At the I.T. Director's discretion, I.T. employees may be identified for on-call work and be given one (1) hour of overtime **per day of on-call work** for **the weekend days outside the normal work week**. Employees may be assigned to on-call duty on weekends and holidays and inasmuch as possible on a **voluntary, seniority, and rotating basis on weekends and holidays**. **The purpose of on-call work is to monitor systems for threats and outages, triage security alerts and potential incidents, respond to simple incidents, and alert appropriate staff if an urgent response may be necessary. I.T. employees assigned to on-call work shall be reasonably available through the usual messaging tools utilized in the I.T. Department.** ~~Assigned on-call duty must be related to the employee's specific scope of work.~~

~~An employee assigned to On Call Duty is paid one (1) hour of straight time for each two (2) hours designated as on-call duty. If an employee's on-call duty hours are not in increments of two hour, the on-call duty hours will be pro-rated. If an employee is called back to work while assigned to on-call duty, the~~

~~employee will be paid for the total assigned on-call duty hours regardless of when the employee returns to work.~~

Employees being called back on weekends and holidays shall be paid at the appropriate rate in accordance with [this article](#) and Articles 7, & 10.

[The District proposes that the above section on “On Call Pay” be moved to Article 6 Overtime/Scheduled Extra Work, section F. At this point the District is not interested in putting this language in a new Article]

3. Remote Work ~~_(I.T. Department Only)~~

When practicable, the I.T. Director may permit I.T. ~~e~~Employee's may elect to work remotely from home with mutual agreement ~~with~~ between the employee and the I.T. Director and when practicable ~~is~~ consistent with Board Policy 4213.5.

[The District proposes that the above section on “Remote Work” be moved to Article 5 Hours of Work and be labeled section F. At this point the District is not interested in putting this language in a new Article]

4. ~~Alternate work schedule (Teamsters would like to create a side letter with the District that would create a pilot program to be established beginning the first week after the last day of the current 22-23 school year to establish a 4/10 summer schedule for the I.T. Department)¶¶~~

¶¶

~~Effective July 1, 2023 either a 4/10 or 9/90 work schedule will be established for all I.T. Support Specialists, Network/Systems Administrators and Senior Network/Systems Administrators.¶¶~~

5. ~~Special Certificates (Teamsters are willing to move this to Article 24)~~

~~Members in the below classifications shall receive up to five percent (5%) differential for holding the below certificates that benefit the District which currently include:~~

~~I.T. Support Specialists:~~

- ~~• Comp TIA Network+ (3%)~~
- ~~• Comp TIA A+ (2%)~~
- ~~• Comp TIA Server+ (1%)~~
- ~~• MCSA or equivalent (2%)~~
- ~~• CCNA (3%)~~
- ~~• Google Workspace Administrator (1%)~~
- ~~• Aruba Switching Professional Certification (3%)~~
- ~~• Fluke Fiber Certification (2%)~~

CCNP (6%)


Network/Systems Administrator

- ~~MCSA or equivalent (2%)~~
- ~~CCNA (3%)~~
- ~~Google Workspace Administrator (1%)~~
- ~~Aruba Mobility Professional Certification (2%)~~
- ~~Aruba Clearpass Professional Certification (3%)~~
- ~~Aruba Switching Professional Certification (3%)~~
- ~~Aruba Design Professional Certification (1%)~~
- ~~Fluke Fiber Certification (2%)~~
- ~~Telecommunication Certificates (3%)~~

Senior Network Systems Administrator

- ~~CCNP (3%)~~
- ~~MCSE or equivalent (3%)~~
- ~~Google Workspace Administrator (3%)~~
- ~~Palo Alto PNSCA (3%)~~
- ~~Palo Alto PCNSE (3%)~~
- ~~Nutanix NCA (3%)~~
- ~~Nutanix NCP-MGI (3%)~~
- ~~Aruba Mobility Expert Certificate (3%)~~
- ~~Aruba Clearpass Expert Certificate (3%)~~
- ~~Aruba Switching Expert Certificate (3%)~~
- ~~Aruba Design Expert Certificate (3%)~~
- ~~Fluke Fiber Certification (3%)~~

District


Kuntara 5-31-2023
Madana Davi 5-31-23

Teamsters

M. J. 5/31/23
De Jahn 5/31/27
Bergman 5/31/23
Michael Oulamey 5/31/23
Jeanna DeJ 5/31/23
my-a 5/31/29
Kevin Chan 5/31/23
De Jahn 5/31/23
