

**Mt. Diablo Unified School District's  
Initial Proposal**

**for**

**Collectively Bargained Agreement**

**between**

**Mt. Diablo Unified School District**

**and**

**The Teamsters Local Union No. 856**

(Maintenance, Operations, and Facilities/Transportation/  
Landscape/Warehouse/Food and Nutrition Services/  
Technology and Information Services/Substitute Custodian  
and School Bus Driver Units)

**January 25, 2016**

**The District proposes no change to the following articles:**

- Article 1 Recognition
- Article 2 Coverage
- Article 4 Grievance
- Article 5 Hours of Work
- Article 7 Call Back Time
- Article 8 Contracting Out
- Article 12 Bereavement
- Article 13 Improvement of Health
- Article 14 Industrial Accident or Illness Leave
- Article 15 Maternity Leave
- Article 16 Military Leave
- Article 17 New Parent Leave
- Article 19 Organizational Leave
- Article 20 Personal Necessity Leave
- Article 21 Religious Observance
- Article 23 Family Care Leave
- Article 24 Salary Administration
- Article 26 Employee Benefits
- Article 27 Mileage
- Article 28 Tools and Equipment
- Article 29 Property Damage
- Article 30 Apprenticeship Program
- Article 31 Medical Examination
- Article 32 Discipline
- Article 33 Release of Nonpermanent Employees
- Article 34 Evaluation
- Article 35 Layoff Procedures
- Article 37 Promotions
- Article 36 Personnel Files
- Article 38 Reassignment
- Article 39 Reclassification
- Article 40 Safety
- Article 41 Transfer
- Article 42 Food Service
- Article 44 Substitute Custodian and Bus Driver
- Article 45 Custodial Extra Work (Guidelines for)
- Article 46 Low Level Maintenance
- Article 47 Volunteers
- Article 48 Application
- Article 49 Savings Clause
- Article 51 Effect of Agreement
- Appendix B Evaluation Form and Performance Improvement Plan
- Appendix C Informal Conference Summary

## **The District proposes updating the following articles:**

### **Article 50 Term**

#### **A. Duration**

The District has an interest in negotiating a three-year successor agreement covering 2016-2019.

#### **B. Successor Agreement**

Update successor agreement proposal dates

### **Appendix A Salary Schedule**

Update Appendix A to reflect any salary settlement changes

### **Article 5 Hours of Work**

In order to conserve resources and increase efficiency, the District has an interest in modifying work schedules to align with winter and spring student vacation periods.

### **Article 9 Vacation**

In order to conserve resources and increase efficiency, the District has an interest in ensuring that vacations are scheduled to align with winter and spring student vacation periods to the maximum extent possible.

### **Article 10 Vacation**

In order to decrease the significant amount of unexcused absences directly before and after holidays, the District has an interest in ensuring employees must be in paid status for a portion of both the day before and the day after a holiday in order to receive pay for authorized holidays. The exception would be if the employee has a pre-approved day off.

### **Article 11 Leaves**

In order to avoid future confusion, the District seeks to clarify the definition of "immediate family."

### **Article 18 Jury Leave**

In order to improve efficiency and ensure adequate work coverage, the District has an interest in requiring unit members to provide two-week's advance notice of their possible jury service.

### **Article 22 Sick Leave**

In order to ensure adequate work coverage, the District seeks to require unit members to provide a doctor's note, irrespective of the duration of their illness, when the unit member calls in sick for the time they had previously requested vacation leave but were denied such leave.

### **Articles 25 Salary**

District wishes to develop a compensation package which meets both parties' interests and needs and maintains District fiscal solvency now and in the future.

### **Article 37 Promotion**

In the interest of great efficiency, the District has an interest in increasing the time period that an unsuccessful candidate must wait before re-applying or re-testing for a position.

### **Article 43 Transportation**

In order to avoid continued confusion, modify the contract language to specify that each driver is required to perform the daily safety check on his or her own bus.

### **Article 43 Routes- Description and Bidding**

In order to improve the bidding process, the District wishes to have the Union be responsible for calling upon each driver and accepting each drivers bid. The Union will turn the results into the Transportation Services Coordinator after the bid is completed. The bids will be turned in no more than 2 business days after the bidding starts.