

**CONTRACT BETWEEN**  
**JEFFERSON UNION HIGH SCHOOL DISTRICT**  
**AND**  
**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**LOCAL UNION NO. 856**  
**FOR**  
**FOOD SERVICE EMPLOYEES**



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July 1, 2025 – June 30, 2027  
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# **AGREEMENT**

Between

**JEFFERSON UNION HIGH SCHOOL  
FOOD SERVICE EMPLOYEES**

And

**FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS  
UNION LOCAL NO. 856, I.B.T.**

## **ARTICLE I. AGREEMENT**

- A. This Agreement is made and entered into this May 6, 2024, between the Board of Trustees of the Jefferson Union High School District (hereinafter referred to as “District”), and Local 856, International Brotherhood of Teamsters (hereinafter referred to as the “Union”).
- B. This Agreement shall become effective upon ratification and continue until June 30, 2027. This Agreement shall continue in effect year by year unless one of the parties notifies the other in writing no later than April 15 of its request to modify, amend or terminate this Agreement.

## **ARTICLE II. RECOGNITION**

- A. The District hereby recognizes the union as the exclusive representative for the food service employees included in the unit for bargaining as set forth in the paragraph below. The term “employee” when used herein shall refer to employees included in this bargaining unit.
- B. The appropriate bargaining unit covered by this agreement shall include the following food service employees:

Cafeteria Assistant (Helper)  
Cafeteria Assistant (Baker/Cook)  
Cafeteria Cashier  
Cafeteria Helper (Part-time)  
Cafeteria Manager  
Cafeteria Support Lead

C. This unit excludes any other classified personnel employed by the District and all supervisory personnel.

## **ARTICLE III. UNION SECURITY**

### **A. DEDUCTION OF UNION MEMBERSHIP DUES**

The District agrees to deduct the union membership dues from the pay of all workers who are members of the Union. The amount to be deducted shall be certified to the employer by the Union. The aggregate deductions of all unit members shall be remitted to the Union within seven (7) working days, together with a written statement of the names of the unit member for whom deductions were made. The statement of names shall be coded in a mutually agreed upon manner to indicate new hires, leave status and terminations. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless the unit member revokes it in writing with the Union. The Union shall notify the District of all elected and revoked dues deductions in a timely manner. The District shall direct employees with questions regarding union membership or dues to the Union. Union dues may not be deductible for federal income tax purposes; however, under limited circumstances dues may qualify as a business expense.

### **B. NEW HIRE ORIENTATION AND BARGAINING UNION INFORMATION**

The District shall provide the Union mandatory access to its new employee orientations. The Union shall receive notice ten (10) or more days in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

The District shall provide the contact information of all new hires within thirty (30) days of the date of hire or by the first pay period of the month following hire. Information provided to the Union will include name, date of hire, job title, department, work site, work phone, home/mobile phone, district email, personal email address, and home address to the degree that such information is available. In the event that the District conducts an annual group orientation, the Union shall have up to thirty (30) minutes of paid exclusive presentation time at the orientation.

In the event of a new hire mid-year, the Union shall contact the new hire and the new hire's supervisor to schedule paid fifteen (15) minutes during work time of exclusive presentation at a mutually acceptable time and location. The Human Resources Department shall copy letters to the Union of new unit member appointments and the acceptance of resignations/retirements.

### **C. SENIORITY**

1. A worker shall not attain seniority until he/she has completed a probationary period of 6 months in the employ of the employer, after which the time of his/her seniority shall be from the date of hire.

2. A worker's seniority is defined as his/her hours in paid status excluding overtime and substitute time with the employer from his/her date of most recent hiring. It shall be applied as follows:
  - a. In the event that the employer deems it necessary to reduce the working force, the last worker hired within the classification so reduced shall be the first worker laid off; and in rehiring, the last worker laid off shall be the first to be rehired.
  - b. Workers laid off who are willing, competent and qualified to perform duties within another job classification which they have previously held, may transfer to that classification if occupied by a less senior worker.
  - c. The re-employment of laid off workers shall take precedence over any other type of employment. In addition, such persons laid off have the right to participate in promotional examinations within the District during the thirty-nine (39) months immediately following such layoff.
3. In the event that there is more than one qualified applicant for a job or position, seniority shall prevail. This provision shall apply to workers who have successfully completed the six (6) month probationary period.
  - a. Workers bidding into jobs in a higher classification shall be placed on the step of the range for the higher classification that insures at least a five percent (5) salary increase but in no event shall the employer be required to exceed the highest step in the range.
  - b. Workers bidding into positions in the same salary range or a lower salary range shall retain the same salary step. Their salary review date for future step increases shall remain the same in the new position as it was in the previous position.
  - c. All covered job vacancies shall be posted for at least five (5) working days at each work location prior to being permanently filled.
  - d. Any work that becomes available in excess on one (1) week because of an employee's absence shall be offered to existing site employees on a seniority basis who rank below the absent employee, provided the subbing employee is capable of doing the job.
  - e. Summer school employment shall be filled in a manner consistent with other classified seasonal employment.
    - Positions created for summer school shall be posted by April 1. All unit members shall also be notified by District email on April 1.

- The normal contractual timelines for filling open positions shall be followed.
- A two year cycle will be established. Following the first two-year cycle, individuals serving in the seasonal positions for two years will rotate to the bottom of the list of applicants for the next four years with respect to consideration for seasonal assignment.
- If there is more than one equally eligible candidate for a position, the candidate with seniority in the District will have preference.

## **ARTICLE IV. HOURS**

### **A. STANDARD WORK WEEK AND WORK DAY**

1. Effective July, 1, 2022, to include time for professional development, the standard work year for Cafeteria Managers shall be a total of 184 days and all other covered employees shall be 183 days. The standard work day shall be a minimum of four (4) hours within an eight (8) hour period for Cafeteria Managers; a minimum of four (4) hours for the Cafeteria Assistant I (Helper), Cafeteria Assistant I (Baker/Cook) and Cafeteria Cashier; and a minimum of three (3) hours for the Cafeteria Worker (part-time). Any reduction of hours-of-work herein shall be discussed with the Union prior to such reduction.
2. The standard work week for employees at school sites who work four (4) hours or more shall be the number of days students are in attendance and at least one day before students return in September. The standard work week for the Cafeteria Cashier/Storekeeper shall be the number of days the District office is open. The employee's regular shift shall begin between 7:00 a.m. and 11:30 a.m. The cafeteria worker's immediate supervisor shall inform a worker or workers of any temporary change (s) in his/her starting time. There shall be no abuse in changes of starting time.
3. The standard work year for Cafeteria Managers shall be a total of 196 days. Cafeteria Managers may submit overtime requests for consideration as needed for reasons such as, but not limited to: training new employees, unexpected complications with food preparation, or staff absences. In addition, one cafeteria helper per site shall be allowed 1 additional day per year.
4. Start times may change due to bell schedules.
5. In the case of staggered shifts, preference will be given based on seniority.

## **B. OVERTIME**

All work performed in excess of seven and one-half (7-1/2) hours a day shall be paid for at the rate of one and one-half (1-1/2) times the basic straight time hourly rate with double time on Sundays and Holidays. Except Call-Back (see Section F below).

## **C. EXCESS HOURS**

All excess hours worked beyond an employee's regular hours will be assigned on a fair and equitable basis.

## **D. REST PERIODS**

A full-time seven and one-half (7 1/2) hour worker is entitled to two fifteen ten (10) minute rest periods. A worker who has a four (4) hour consecutive work schedule is entitled to a fifteen ten (10) minute rest period.

## **E. MEAL PERIODS**

A worker shall have an unpaid lunch period of no less than thirty (30) minutes or no more than one (1) hours.

## **F. CALL-BACK PAY**

Any worker called to work outside of his/her standard work day shall be guaranteed four (4) hours work, at time and one-half (1-1/2) or if Sunday or holidays at two (2) times the regular hourly rate.

## **ARTICLE V. VACATION**

Vacation time will be granted at the rate of 0.04379 hours per hour worked for those with work schedules of at least 37.5 hours per week, 0.04087 hours per hour worked for those with work schedules that are over 35 hours, but less than 37.5 hours per week. Those with schedules that are 35 hours per week or fewer will earn vacation time at the rate of 0.03846 hours per hour worked. Due to the limited workdays, unit members will not be approved to utilize vacation time, but will be paid out at the end of the school year.

## **ARTICLE VI. HOLIDAYS**

The following holidays shall be recognized as paid holidays if the employee is in paid status on his/her assigned work day immediately preceding or succeeding the holiday. Employees who meet this criterion shall be paid a full day's pay for each of the holidays listed below:

Independence Day  
Labor Day  
Admission Day  
Indigenous People's Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Winter Recess (2 Days)

New Year's Recess (2 Days)  
Martin Luther King's Birthday  
Washington's Birthday  
Lunar New Year  
Spring Recess (1 Day)  
Memorial Day  
One Floating Holiday

## **ARTICLE VII. LEAVES OF ABSENCE**

### **A. SICK LEAVE**

Probationary and permanent employees whose standard work day is four (4) hours or more shall accumulate sick leave at the rate of one (1) of their working days per month for the months in that part of the fiscal year which is defined as their work year.

1. If an employee is absent on paid sick leave and a holiday occurs during such absence, he/she shall be paid the holiday pay, and the day shall not be charged against his/her sick leave.
2. The District agrees to provide each worker with an annual statement of all accumulated sick leave.
3. Workers shall continue to accrue sick leave at the normal rate as long as they are on any type of paid leave.
4. If a worker does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. In order to be eligible for paid sick leave, a worker must follow the procedures established by the board to notify his/her immediate supervisor that he/she will be absent prior to the start of the work shift and the worker shall state the nature of the illness or injury and the anticipated duration of the illness/injury.
5. Workers absent on sick leave may be periodically required, at the discretion of the board, to provide medical statement verifying the illness or injury. A unit member absent for more than five (5) consecutive assigned work days may be required to submit a medical release to his/her immediate supervisor prior to being permitted to return to work.
6. Personal Necessity Leave: Employees may apply on appropriate district forms, for Personal Necessity leave up to 7 days per year pursuant to Education Code 45207 for the following reasons:
  - (1) Death of a member of his or her immediate family when additional leave is required beyond that provided in Education Code 45194 (Bereavement Leave not charged to sick leave)

(2) Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

(3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

(4) All 7 days of personal necessity under this section may also be used as personal business days for any reason with advance permission of the employee's supervisor, whenever such notice is possible. Such permission shall not be unreasonably denied..

## **B. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

1. In the case of industrial accident or illness, the unit member shall be entitled to a leave of up to ninety (90) working days in any one fiscal year for each accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the workers shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

2. Payment for wages lost on any day shall not, when added to a temporary disability award granted the worker under the worker's compensation laws of this state, exceed the normal wage for the day.

3. The industrial accident or illness leave is to be used prior to using normal sick leave. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a worker is still receiving temporary disability payments under the worker's compensation laws of this state at the time of the exhaustion of leave under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave, vacation or other paid leave, which, when added to the worker's compensation award, proves for a day's pay at the regular rate of pay. Only the amount of salary paid by the District shall be charged against a worker's sick leave or vacation credit.

4. Any time a worker on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her original position, whenever possible, without loss of status.

5. The benefits provided by these rules and regulations shall be applicable immediately upon becoming an employee of the District.

6. A worker receiving benefits as a result of these rules and regulations during the period of injury or illness shall remain within the State of California unless the Board authorizes travel outside the state.

## **C. EXTENDED SICK LEAVE**

Once a year, each employee shall be entitled to a total of one hundred (100) days of sick leave, including days to which he/she is entitled under Section A above. An employee on extended sick leave shall be compensated at the rate of fifty percent (50%) of the employee's regular salary.

## **D. BREAK IN SERVICE**

1. Periods of paid leave of absence shall not be considered a break in service. A worker on any paid leave status shall continue to earn seniority. In addition, whenever a worker is on any kind of paid leave, he/she shall be entitled to all of the benefits provided by this agreement.
2. When all available leaves of absence, paid or unpaid, have been exhausted, and if the worker is not medically able to assume the duties of his/her position, the worker shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. The District may require a physical examination, at District expense, prior to a worker returning to work.

## **E. BEREAVEMENT LEAVE**

1. A unit member shall have the right upon request and application to three (3) days district paid bereavement leave. In cases where out of state travel is required, two (2) additional district paid days shall have the right to five (5) district paid days bereavement leave. Said leave shall be at full pay and shall not be chargeable to sick leave.
2. Bereavement leave (other than that granted for the death of a spouse, parent or child) shall be authorized in the event of the death of the following persons: grandmother, grandfather, grandchild, aunt or uncle of the employee or of the spouse of the employee, son-in-law, daughter-in-law, sister, sister-in-law, mother-in-law, father-in-law, brother, brother-in-law, or any relative or resident living in the employee's household and persons as defined in Education Code and Board Policy.
3. Members of the bargaining unit may request permission of their immediate supervisor to be absent without pay due to the death of any relative not designated as immediate family. Unit members may use available, applicable leave.
4. Members of the bargaining unit shall notify their immediate supervisor or department office prior to the start of their regular work shift on the day(s) of Bereavement Leave.
5. Verification of bereavement leave upon return from leave: Members of the bargaining unit shall be required to complete a leave verification form provided by the District and to provide such proof of eligibility of bereavement leave benefits as may be required by the District.

## **F. JURY DUTY LEAVE**

1. The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's work day. Employees called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the court.
2. It is understood and agreed that an employee shall be required to report to work on any and all full days when on stand-by or excused when sitting as a juror. Any employee found abusing this section shall not be entitled to regular pay for the day(s) of abuse and will be subject to disciplinary action.

## **G. MATERNITY LEAVE**

1. The District shall grant leaves of absence from duty for employees for pregnancy, miscarriage and childbirth.
2. The length of the leave (including starting and ending dates) shall be determined and verified by the employee's physician.
3. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom shall be considered temporary disabilities and shall be treated as such by the District's health, disability and sick leave plans.
4. The District shall grant leaves with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as other leaves for illness, injury or disability.
5. Any employee shall have the right to utilize sick leave provided for in the Education Code Section 45193 (ten days) and the benefits provided by the Education Code Section 45196 (5 months extended leave) for absences necessitated by pregnancy, miscarriage, childbirth and recovery.
6. It is an unlawful employment practice to refuse to hire or employ a pregnant person or to refuse to select her for a training program leading to employment, or to bar or discharge her from employment unless based on a bona fide occupational qualification.

## **H. MILITARY LEAVE**

Workers of the bargaining unit shall be granted any military leave to which they are entitled under law as classified school employees. Workers shall be required to request military leave in writing and, upon request, to supply the District with "orders" and status reports.

## **I. SPECIAL LEAVE**

Leaves of absence other than those specified in this agreement may be granted to the worker at any time with terms that are mutually acceptable to the board of trustees and the union.

## **J. FAMILY CARE AND MEDICAL LEAVE**

1. Employees who have completed one (1) year of service and who have been employed for six (6) or more hours per day or at least 1,250 hours of service during the previous fiscal year have the right to request unpaid leave of absence for up to twelve (12) work weeks within a fiscal year for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, or parent with a serious health condition. An employee has the right to take such leave for up to a total of twelve (12) weeks. (This leave may be taken intermittently). This leave includes the days of paid personal necessity leave pursuant to Article VII, I. Bargaining unit members who are otherwise eligible for but who are employed for less than six (6) hours per day or less than 1,250 hours per year shall be entitled to family care leave but without the District-paid benefit contribution provided in #7 below.

2. There shall be no carry-over of unused leave from one fiscal year to the next fiscal year.

3. "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either under 18 years or an adult dependent child who is incapable of self-care because of a mental or physical disability.

4. If both parents of a child who are entitled to family care leave are employees of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care leave totaling more than twelve (12) weeks collectively.

5. The employee shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.

6. If verification is required by the District to verify the serious illness of the child, spouse, or parent, the District may accept medical verification by the treating health professional.

7. Family care is an unpaid leave of absence. The District contribution toward health benefits (medical and dental) shall be maintained for the duration of the leave not to exceed twelve (12) work weeks in one (1) fiscal year. The District may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a

reason other than the continuation, recurrence, or onset of a serious health condition beyond the control of the employee.

8. The District shall require employees to use accrued vacation during family care leave. When accrued vacation is exhausted, the balance of the leave is unpaid.

9. Entitlement to family care and medical leave for the purpose of the unit member's own illness (except for pregnancy disability) shall be satisfied by and run concurrently with leave taken pursuant to Article VII. An employee may take up to four (4) months pregnancy disability leave and then take an additional twelve (12) weeks of family care leave for the purpose of caring for the new baby; however, the District is not obligated to continue its contribution toward health benefits for more than twelve (12) work weeks.

## **ARTICLE VIII. HEALTH AND WELFARE BENEFITS**

A. The District shall pay to the Teamsters Local Union No. 856 Health and Welfare Fund effective January 1, 2024 up to Two Thousand Two Hundred Thirty-Six Dollars (\$2,236) for each employee who has worked eighty (80) hours or more in the preceding calendar month. Paid time off (vacation, sick etc...) shall be credited towards the 80 hour eligibility requirement. The District shall continue to pay up to Two Thousand Two Hundred Thirty-Six Dollars (\$2,236) during the summer months for those employees that qualified for Medical Insurance during the last full working month of the school year. In year two (July 2025) and three (July 2026) of the contract there shall be a reopener to negotiation adjustments to the employer contribution.

The contribution will provide active employees with the following benefits pursuant to and in accord with Benefit Plan maintained by the Teamsters Local Union No. 856 Health and Welfare Trust Fund:

|                          |                            |
|--------------------------|----------------------------|
| Health & Welfare Plan F  | Prescription Drug Benefits |
| Vision Care Benefits     | Ortho                      |
| Retiree Health & Welfare | Domestic Partner Coverage  |

The Employer shall not be liable for any increase in health and welfare contributions in excess of the amount set forth in this Section. In the event that additional contributions are required to maintain health and welfare benefits for the life of this Agreement, said amount shall be the responsibility of employees through pre-tax payroll deduction.

If in the future there should be a loss of insurance coverage under the Teamster Trust, employees would be eligible to enroll in available district group health plans subject carrier contracts and/or applicable law at said time.

1. Medical coverage for agreed upon health plans for employees who work four (4) or more hours per day, their spouse or registered domestic partner, and eligible dependents.

2. Dental coverage: The District will “self-fund” the dental coverage between \$1500 to \$2500. Employees must submit claims directly to the District for payment of annual dental costs between \$1500 and \$2500.

3. Life Insurance: The District agrees that unit members working four (4) or more hours per day shall receive paid life insurance at \$50,000.

4. Long Term Disability Insurance is provided for full-time employees (at least 20 hours per week). Payments shall be for 2/3 of salary up to the first \$14,999 of monthly earnings for both accident and illness.

a. When an employee is absent because of illness or accident and has used all sick leave and vacation, the employee will receive 1/2 pay until eligible for LTD payments.

b. Employees are eligible for long term disability payments when all sick leave has been exhausted and they have been absent for 30 calendar days due to illness or accident as verified by a physician.

6. Retirees Prior to November 1, 2010: Prior to November 1, 2010, after ten (10) years of continuous, full-time service (four or more hours per day) in the Jefferson Union High School District, an employee may retire any time after the end of the school year in which the employee reaches the age of fifty (50), and will continue to receive District-paid health benefits for self and eligible dependants for a period of ten (10) years, up to age seventy-five (75), if he/she enrolls in Parts A and B of Medicare by their 65th birthday and enrolls in the health carrier’s Medicare plan. The retiree’s spouse/registered domestic partner must also enroll in parts A and B of Medicare by their 65th birthday and enroll in their health insurance carrier’s Medicare plan to maintain District-paid health benefits for the ten (10) year period, or until the retiree’s benefits end. It is the retiree’s responsibility to notify District office prior to Medicare eligibility to guarantee this additional benefit beyond age 65. Dental benefits will be paid for retiree and eligible dependants for a period of seven (7) years up to age seventy (70), or until the retiree’s benefit ends. Employees hired beginning July 1, 2008 and beyond will be required to have fifteen (15) years of continuous full-time service to be eligible for 10 years of District-paid health benefits. y 1, 2008 and beyond will be required to have fifteen (15) years of continuous full-time service to be eligible for 10 years of District-paid health benefits. 1, 2008 and beyond will be required to have fifteen (15) years of continuous full-time service to be eligible for 10 years of District-paid health benefits.

7. Retirees after November 1, 2010: Employees that retire after November 1, 2010 will be covered under the Teamsters Local 856 Retiree Medical Plan. The District agrees to pay the employees co-payment for the Teamster Retiree Medical Plan in an amount equal the District contribution to medical for active employees.

B. If the employee has medical coverage from a spouse equivalent to that offered by the District and provides evidence of such a plan, the employee may elect to withdraw from the Teamster Medical Plan and receive at the end of the school year one annual stipend of \$2500. If for any

reason, the plan from the spouse is discontinued, the employee agrees to immediately enter an equivalent health plan and authorize the District to re-enroll him/her in the Teamster plan.

### **C. PHYSICAL EXAMINATION AND TESTS**

The District agrees to pay the full cost of any medical examination or test required as a condition of employment or continued employment.

### **D. MILEAGE**

All unit members who use their automobiles to perform their assignments shall receive reimbursement at the authorized IRS rate per mile, as approved by the Board of Trustees. The use of private vehicles for school District business is subject to the approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor. If current mileage reimbursement is increased for any employee outside this unit, the same rate shall apply to this agreement.

### **E. UNEMPLOYMENT INSURANCE**

The District agrees to provide Unemployment Insurance for all workers covered by this agreement at no cost to the workers.

### **F. SOCIAL SECURITY**

The District and workers shall participate in the Federal Old Age and Survivor's Insurance Program (Social Security).

### **G. MEDICAL REIMBURSEMENT PLAN**

- a) The District agrees to implement an IRC/Section 125 Flexible Benefit Plan. Participation in the plan is voluntary. IRC regulations supersede if any item stated here is in conflict with this code.
- b) Employees may elect to designate up to three thousand (\$3000) a year to be withheld from their pay as non-taxable income and placed in trust for reimbursement of health costs.
- c) The District will ensure that all forms for enrolling in this program are made available to all employees wishing to participate.
- d) It is the employee's responsibility to see that the appropriate reimbursement form is submitted to the administrator of this plan for all health costs.
- e) Reimbursable items shall be defined by the administrator of the plan and made available to all employees.
- f) As per the Tax Reform Act of 1984, if an employee does not incur sufficient expenses to "zero out" their account at the end of the year, the money reverts to the District. Any excess

funds will be used to defray the District and employee administrative costs for the following plan year.

- g) An employee has three (3) months from the last day of the plan year to seek reimbursement provided the expense was incurred within the plan's fiscal year.

## **ARTICLE IX. GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. A "Grievance" is an allegation by a unit member that he/she has been adversely affected by a violation of, misinterpretation of or misapplication of a specific provision of this agreement.
2. A "Grievant" is a worker or a group of workers or the exclusive representative who file(s) a grievance.
3. A "Day" is any day in which the central administrative office of the District is open for Business.
4. The "Immediate Supervisor" is the lowest level administrator who has supervisory authority over the grievant and who has been designated to adjust grievances.

### **B. GENERAL PROVISIONS**

1. A grievance must be initiated within fifteen (15) days of the occurrence of the condition which is the basis of the grievance.
2. Either party may request a conference between the parties at Steps 1 and 2. Time limitations may be extended by mutual agreement.
3. The grievant may file any evidence in the form of documentation or statements of witnesses in support of a grievance.
4. Grievances of a like or similar nature may be joined by mutual agreement of the District and the union.
5. Neither the District nor the union may take punitive action against a worker for exercising his/her right to grieve.
6. A grievant may withdraw a grievance at any time prior to advisory arbitration without intervention by the union. Such action shall not set a precedent. Once a grievance has been withdrawn it may not be re-filed.
7. The District shall send a copy of the grievance and the proposed decision to the union.

8. A reasonable amount of release time as approved by the superintendent shall be granted for the processing of grievances.
9. Either party is entitled to representation by individual(s) of its choice at any step of the grievance procedure beyond the informal level.

## **C. GRIEVANCE PROCEDURE**

### Informal Level:

The grievant shall first present the grievance informally directly to the grievant's immediate supervisor. The immediate supervisor shall render a decision within five (5) days.

### Step 1

If the informal discussion does not resolve the grievance, a formal grievance may be initiated in writing within seven (7) days and submitted to the worker's immediate supervisor, at which time it shall be considered an official grievance. The grievance shall be in writing and shall include the following: (a) A statement of how the grievant was affected; (b) A statement citing the specific section(s) of the agreement alleged to have been violated; and (c) The specific remedy sought by the grievant to resolve the grievance.

The immediate supervisor shall respond to the grievant within seven (7) working days after the filing of the formal grievance and shall communicate his/her decision in writing to the grievant and to the union.

### Step 2

If the grievance is not settled at Step 1, the grievant and/or his/her representative may appeal within seven (7) days to the superintendent or designee. The appeal shall be in writing and shall include a copy of the original grievance and the decision rendered at Step 1. The reasons for the appeal shall be stated. Within ten (10) school days after receipt of the appeal, the superintendent/designee shall hold a meeting on the grievance. The grievant and the grievant's representative shall be given at least two (2) school days notice of the meeting.

Within ten (10) school days after the meeting on the appeal, the superintendent/designee shall communicate his/her decision in writing, together with the supporting reasons, to the grievant and the grievant's representative and/or the union.

### Step 3

If the grievance is not resolved satisfactorily at Step 2, the grievant may appeal within ten (10) days in writing to the board of trustees. If the appeal is received not later than 12:00 Noon of the Tuesday preceding the date of a regularly scheduled meeting, the grievant and/or representative may

present his/her case to the board of trustees, provided that the board of trustees reserves the right to hear the grievance in an executive session.

#### Step 4.

If the grievance is not resolved satisfactorily at Step 3, the grievant, with the concurrence of the union, within ten (10) days after a decision by the board of trustees may submit the grievance to advisory arbitration.

- a. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties. If the two parties fail to reach agreement on an arbitrator within five (5) days, the parties will request the State Mediation and Conciliation Service to supply a list of five (5) names. Each party will alternately strike from the list until only one name remains. The determination of whether the District or union strikes first will be by lot.
- b. Five (5) school days' notice will be given to all parties of the time and place of the hearing. The arbitrator shall render the decision in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's findings and recommendations shall be advisory in nature.
- c. Nothing in this section shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from or adding to the provision of this agreement.
- d. The fees and expenses of the arbitrator shall be shared equally by the employer and the union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. If any grievance meeting or hearing shall be scheduled during the school day, the grievant and not more than five (5) employees who have been duly subpoenaed to participate as witnesses shall be released from regular duties without loss of pay for a reasonable amount of time.
- e. If the arbitrator rules against the board of trustees and the board does not substantially comply with the ruling, the District will pay the cost of the arbitrator, excluding any legal fees incurred by the grievant.
- f. Either party may request an individual to make a written record of the entire arbitration hearing. The cost of the services and expense of such individual shall be paid by the requesting party or shared by the parties if they mutually agree.

#### Step 5.

Upon consideration of the arbitrator's advice, the board shall take action on the grievance and shall render its final decision by no later than the next regularly scheduled board meeting provided the arbitrator's ruling is received in time to be on the board agenda and provided that copies of the arbitrator's decision have been given to the board members in sufficient time to permit the board

members to review the decision. In the event that copies of the arbitrator's decisions have not been provided to the board members at least three (3) days in advance of the regularly scheduled board meeting, the board may delay taking action on the grievance until the second regularly scheduled board meeting following the arbitrator's decision.

D. Grievances regarding alleged improper discharge, layoff or disciplinary action must be filed within fifteen (15) days after such discharge, layoff or disciplinary action. No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date on which the worker receives a written notice of disciplinary action.

E. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her immediate supervisor.

F. A grievance presented without the intervention of the union shall not be arbitrated and any adjustment resulting from the grievance shall not be inconsistent with the terms of this agreement. If the grievant is not represented by the union, the District shall furnish the union with a copy of the grievance and the proposed resolution and the union shall be given the opportunity to file a response.

## **ARTICLE X. UNION RIGHTS**

A. For the purpose of representation within the District, the union shall be entitled to appoint a bargaining unit member as a union steward.

B. Whenever a bargaining unit member is required to meet with a supervisor regarding possible disciplinary action, he/she shall be entitled to have a steward present if he/she so requests. If the supervisor schedules this meeting during working hours, reasonable release time may be granted the steward.

C. Reasonable release time approved by the superintendent shall be granted a union steward for the purpose of attending grievance hearings or conferences.

D. Union representatives shall have access to employee work locations, providing there is no interference with the work responsibilities of the employee or the operations of the District and providing that the procedures for acknowledging presence in the building required of all citizens are followed. The union shall provide a means of identifying all individuals who are duly authorized representatives of the union.

E. The union shall be provided space on institutional bulletin boards at each work location and has the right to post notices on the bulletin boards. The union shall have the right to use institutional mail boxes and the inter-District mail system for the purposes of communicating official union business. Items placed in school mail must be signed by the responsible individual or organization.

F. The use of facilities by the union shall be subject to approval by the District. Such permission shall be granted unless it is during normal work hours or would interfere with normal school operations. If the District incurs costs as a result of this facility use, the facility use may be subject to reasonable fees. The union agrees to leave the facilities used in a clean and orderly condition.

G. The District and the Union agree to the formation of a Joint Operations Support Committee. The JOSOC is a forum where information can be exchanged and concerns expressed regarding matters affecting the bargaining unit employees. The Committee will attempt to meet monthly.

## **ARTICLE XI. PERSONNEL FILES**

No items shall be placed in a worker's personnel file until he/she has seen it. A worker shall have the right to attach his/her own comments to any derogatory statement placed in his/her personnel file. An employee's signature on an item is merely an acknowledgment that he/she has seen the item and does not necessarily indicate agreement with the content. An employee has the right to inspect his/her personnel file and to make copies of the same. If the District incurs more than nominal expenses as a result of an employee's copying matters in his/her personnel file, reasonable fees may be charged.

## **ARTICLE XII. TRANSFERS**

A. The superintendent shall assign all workers and authorize transfers.

B. A transfer is the movement of a bargaining unit member from one work site to another within the same classification.

### **C. Voluntary Transfers**

1. Workers desiring voluntary transfer shall make such a request to the associate superintendent. The worker may request a conference with the associate superintendent or designee regarding the transfer request.

2. In the event the request for voluntary transfer is denied, the worker shall, upon request, be given reasons for the denial.

### **D. Involuntary Transfers**

1. Utilizing inverse seniority rules, the superintendent or designee may involuntarily transfer workers after voluntary transfer procedures have been exhausted, when such transfers are necessary for the efficient operation of the District.

2. Workers are entitled to be advised of proposed involuntary transfers as soon as this information is known with any reasonable degree of certainty by the District. When options are available, they shall be made known to the workers.

3. The workers involuntarily transferred may request of the Director of Personnel a review of the transfer to assure that the District did not act arbitrarily or discriminatorily.

4. This article is not subject to the grievance process.

## **ARTICLE XIII. EVALUATION PROCEDURES**

A basic goal of the employee evaluation is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the District. The District and the union agree that the major reasons for evaluation are:

To provide the employee with information regarding the status of his/her employment and the quality of work.

To provide the District and the immediate supervisor with current reports and permanent records on the performance of the employee.

A. Each bargaining unit member shall be evaluated by his/her immediate supervisor as determined by the superintendent.

### **B. Frequency of Evaluation:**

1. Permanent employees shall be at least annually.

2. Probationary employees shall be evaluated at least twice during their probationary period. Pursuant to Article III, Section C, the probationary period for new hires shall be 6 working months.

### **C. District Responsibilities:**

Evaluation shall be based primarily upon direct knowledge and observation by the evaluator of the employee's performance of assigned duties and responsibilities. The evaluator shall take the responsibility for making constructive suggestions to the employee which may benefit and provide assistance to help the employee improve his/her job performance, particularly regarding any deficiencies noted in the evaluation.

### **D. Procedure:**

1. An employee will be informed in advance of a meeting with his/her immediate supervisor to discuss the employee's evaluation which shall be produced in writing on District forms.

2. The employee shall have the right to submit written comments to be attached to his/her evaluation. Such written comments shall be submitted within ten (10) working days after the evaluation conference.

3. The employee's signing of an evaluation does not mean that the employee agrees with the evaluation but shall only indicate that the employee has had an opportunity to discuss the evaluation with his/her immediate supervisor.

4. A copy of the evaluation will be given to the employee.

5. Following each evaluation, the employee will be responsible for complying with the specific suggestions for improvement made by the evaluator.

6. No evaluation of an employee shall be placed in his/her personnel file without an opportunity for discussion between the employee and the evaluator. All written material placed in an employee's personnel file shall be dated and signed by the individual who prepared the item.

#### **ARTICLE XIV. CAFETERIA MANAGER REPORTS**

The cafeteria manager of each school will submit a monthly report to the director of food Services regarding staffing, efficiencies, and cost of savings measures.

#### **ARTICLE XV. COMPENSATION**

Effective July 1, 2025, increase of \$1.43 to cell one and \$2.00 per cell of the salary schedule (which is approximately equal to a 4% raise for the entire unit).

|      | Range       |              |              |
|------|-------------|--------------|--------------|
| Step | Worker (16) | Cashier (17) | Manager (24) |
| 1    | \$21.43     | \$22.42      |              |
| 2    | \$22.12     | \$23.13      |              |
| 3    | \$22.83     | \$23.87      |              |
| 4    | \$23.56     | \$24.63      | \$29.60      |
| 5    | \$24.31     | \$25.43      | \$30.55      |
| 6    | \$25.09     | \$26.24      | \$31.55      |
| 9    | \$25.89     | \$27.09      | \$32.58      |
| 14   | \$26.73     | \$27.98      | \$33.66      |

In year two (July 2025) and three (July 2026) of the contract there shall be a wage reopener.

Employees who work during a Summer school period shall have all hours worked in Summer School service included as income earned in that work year and reported for retirement calculations.

## **A. EQUAL PAY**

There shall be no distinction between the wages paid to men and the wages paid to women for the performance of equal work.

## **B. PAY PERIODS AND PAYCHECKS**

All workers covered by this agreement shall be paid once per month, payable no later than the first work day of the following month. Employees whose regular compensation is on the variable payroll will receive their compensation according to the payroll dates established by the San Mateo County Office of Education. Usually, work between the eighth of one month and the seventh of the next month will be paid on the first day of the following month.

## **C. COMPUTATION OF WAGES FOR PAYROLL**

### **1. Hourly employees: Cafeteria Helper (Part-Time)**

- a. Hours worked each day are recorded monthly on a "Variable Pay time sheet." The hours worked, if less than seven and one-half (7 $\frac{1}{2}$ ) hours on a regular work day, are multiplied by the appropriated hourly rate. An hourly employee who works more than seven and one-half (7 $\frac{1}{2}$ ) hours on a regular work day will receive one and one-half (1 $\frac{1}{2}$ ) times the appropriate hourly rate. Employees who are required by their supervisor to work beyond their normal time shift shall be compensated at their hourly rate through the submission of a variable time sheet.
- b. Hourly employees pay periods are established by the County Office and usually are from the eighth day of the month through the seventh day of the following month.

### **2. Monthly Employees: Assistant I (helper), Assistant II (Baker/Cook), Cashier, Storekeeper/Account Clerk, Manager.**

- a. Hours worked each day for each employee classification is multiplied by the sum of: the number of days in the employee's work year plus the number of earned vacation days plus the number of recognized holidays (article VI, Section A) which occur between the beginning and end of the employee's work year, including one floating holiday.

- b. Divide the product of “a” by twelve (12) to determine the monthly salary. Add, if appropriate, the earned Career Increment entitlement (see E below), and Educational Incentive Program (See G below).

#### **D. PAY TEMPORARY WORK IN A HIGHER CLASSIFICATION**

When an employee is assigned duties of a higher classification for a period of five (5) consecutive days or more within a pay period, the employee shall be compensated in the appropriate salary classification by placement on the step of that salary range which is net above the rate the employee is receiving in the present classification, retroactive to the first day worked in the higher classification.

#### **E. EDUCATIONAL INCENTIVE PLAN**

An Educational Incentive Program shall be established to provide an opportunity for growth to all workers by the successful completion of District approved courses in adult education, higher education, workshops and in-service training. This shall be an ongoing program of education and study for workers in the bargaining unit of classifications set forth in Article II to provide skills and on-the-job effectiveness for the benefit of the District and the worker. The District approved course shall relate directly to the position currently occupied by the worker or to positions the worker may reasonably expect to occupy at some future date. Each worker shall be compensated for related courses and programs as defined above, in the amount of four dollars (\$4.00) per unit (one unit = fifteen (15) hours of instruction) per month, to a maximum of fifteen (15) units or fifteen dollars (\$15) per month. Cost of tuition and books will be reimbursed following verification and successful completion of each course.

#### **F. NEW WORK**

In the event the employer introduces new work which the union believes does not fall within the existing classifications, the District and the union shall, upon written request, enter into negotiations for the necessary classification of work and shall agree on the wage scale applicable thereto. Pending final settlement of the proper rate for the new work, the work shall be performed at the rate of pay established by the District. When a permanent rate is established, it shall become effective on the date the work was first performed. This section shall be subject to the grievance procedure contained in article IX of this agreement.

### **ARTICLE XVI. SAFETY AND WORKING CONDITIONS**

- A. The District agrees to comply with all health and safety requirements imposed by state or federal law. Whenever possible, OSHA inspections shall involve Cafeteria Manager.

B. The District agrees to provide bargaining unit members with any tools or equipment which the District deems necessary for the workers to perform their jobs. There will be District wide collaboration meetings twice per year that prioritize safety and education.

C. Workers shall comply with any safety regulations posted by the District and shall report any unsafe conditions to their immediate supervisor.

D. When a product is deemed unsafe under normal working conditions, that particular product either will no longer be used, or a substitute will be found, or proper safety equipment will be supplied to be used with the product.

## **ARTICLE XVII. SAVINGS CLAUSE**

Should any Article, Section or portion thereof of this agreement be held unlawful by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; and the remainder of this agreement shall continue in full force and effect. Upon issuance of such a decision, the parties agree to commence negotiations within ten (10) working days on a replacement for the invalidated article, section or portion thereof.

## **ARTICLE XVIII. EFFECT OF AGREEMENT**

This agreement constitutes the full and complete agreement between the parties and shall supersede all previous agreements both written and oral. This agreement may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in writing.

## **ARTICLE XIX. EMERGENCY REOPENER**

In the event that the District is affected by a reduction in revenue below the level of the previous year because of a reduction in state funding or a reduction in the revenue limit or other revenue crisis, the union and District agree to meet and negotiate immediately concerning compensation and any article representing cost to the District.

## **ARTICLE XX. RIGHT TO CONSULT**

This District agrees to consult with the union before making any major changes in the work duties of bargaining unit members. Nothing in this section shall preclude the District from exercising the right to assign duties to workers within the agreed upon hours of employment.

## **ARTICLE XXI. CONCERTED ACTIVITIES**

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to faithfully perform job functions or responsibilities or other interference with the

operations of the District by the bargaining unit or by its officers, agents or members during the term of the agreement, including compliance with the request of other labor organizations who engage in such activity.

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

## **ARTICLE XXII. REOPENER**

This agreement and each of its provisions are binding and effective as of July 1, 2024, and shall continue in full force and effect until June 30, 2027, with reopener at the end of the first and second years on salary, fringe benefits, and one additional article selected by each party to this agreement.

**FOR THE DISTRICT**



\_\_\_\_\_  
**Superintendent**

**Date:** July 11, 2025

**FOR THE UNION**



\_\_\_\_\_  
**Peter Finn Secretary-Treasurer/Principal Officer**

**Date:** July 15, 2025