Tentative agreement reached between MDUSD and Teamsters 856 on May 19, 2026, at 1053 am

MDUSD package proposal to Teamsters 856 on May 19, 2026 at 10:20 am/pm

This is a Package Proposal (Proposal) from MDUSD to Teamsters 856, which means the following:

1. This Proposal is a package intended to completely conclude these negotiations.
2. If the parties agree in writing to this Proposal, the District will advocate for its approval as a tentative agreement by the Board of Education, and Teamsters 856 will advocate for its ratification as a tentative agreement by its members.
3. If this Proposal is not accepted as described above, the District's position on all articles, including those mentioned below, remains as stated in its most recent official proposals to Teamsters 856.
4. With this package proposal, MDUSD hereby withdraws its package proposal to Teamsters 856 from May 12, 2026 at 12:13 pm.

ARTICLE 2

COVERAGE

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

A. Unit Description

Auto Mechanic Assistant
Building Trades Leadworker, Senior
Carpenter
Central Kitchen Lead Worker III
Computer Systems Technician
Computer/Office Equipment Technician
Custodial Leadworker I
Custodial Leadworker II
Custodial Leadworker II, Roving
Custodian
Custodian, Traveling
Custodian, PM
Custodian, PM, Roving
Custodian, PM, Substitute
Custodian, Elementary Head

Custodian, Substitute
Electrical/Electronics Leadworker, Senior
Electrician
~~Electro-Mechanical Technician Leadworker, Senior~~
Electro-Mechanical Technician
~~Electro-Mechanical Technician, Apprentice~~
Electronics Technician
Equipment Mechanic Technician
Fire Systems Technician
Food & Nutrition Services Assistant
Food & Nutrition Services Cook/Baker
Food & Nutrition Services Warehouse Attendant Truck Driver
Food Service Cooking/Baking Instructor
~~Food Service Coordinator~~
~~Food Service Lead Worker I~~
~~Food Service Lead Worker II~~
~~Food Service Lead Worker III~~
~~Food Service Production Instructor~~
~~Food Transport Assistant~~
Food Transport Driver
General Maintenance Worker
General Maintenance Worker, Senior
Glazier/Carpenter
Grounds Worker I
Grounds Worker II
Grounds Worker III
Grounds Senior Leadworker
Groundkeeper, Substitute
Heating and A/C Mechanic
Heating Equipment Lube/Service Tech
Inventory & Materials Storekeeper
Irrigation Technician
I.T. Support Specialist
Locksmith/Carpenter
Lead Food Service Worker I
Lead Food Service Worker II
Lead Food Service Worker III
Maintenance Helper
Maintenance Senior Leadworker
Mechanical Service Technician Leadworker

Mechanical Service Technician
Mobile Maintenance Team Worker
Mobile Maintenance Working Team Leader
Network/Systems Administrator
Painter
Painter, Apprentice
Parts Controller
Plumber
Plumbing/Welding Leadworker, Senior
Roofer
School Bus Driver
School Bus Driver, Substitute
School Bus Driver/Delegated Driver Instructor
School Bus Driver/ Driver Instructor
Security Operations Worker
Senior Network/Systems Administrator
Site Technology Support Technician I
Site Technology Support Technician II
Technology Customer Help Desk Tech
Technology Customer Help Desk Tech II
Telecommunication Technician
Tree Trimmer
Transportation Scheduler
Vehicle Service Technician II
Warehouse Attendant Truck Driver
Warehouse Leadworker
Welder

B. Substitute Employees

[No change - status quo]

C. Coverage of Agreement

[No change - status quo]

D. Creation of New Job Classifications

[No change - status quo]

ARTICLE 6
OVERTIME/SCHEDULED EXTRA WORK

A. Overtime Defined

[No change - status quo]

B. Overtime Compensation*

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

Prior to working overtime or scheduled extra work, the employee shall designate, in writing, to be paid or to take compensatory time off (CTO). This written designation shall not change, except in unusual and/or unforeseen circumstances in which the employee requests, and the District agrees to convert a specified amount of unused CTO to paid compensation. Such a request shall not normally occur more than once in each fiscal year. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations. Employees must coordinate in advance with their supervisor for approval.

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

C. Custodial Section Extra Work

[No change - status quo]

D. Maintenance/Landscape Extra Work

[No change - status quo]

E. Maintenance/Landscape Sections Emergency Extra Work

[No change - status quo]

F. I.T. Department On Call Work

[No change - status quo]

G. Remote Work (I.T. Department & **Fire/Electronics** Only)

When practicable, the ~~I.T.~~ **appropriate** Director may permit ~~I.T.~~ employees to work remotely from home with mutual agreement between the employee and the ~~I.T.~~ Director and when practicable, consistent with Board Policy 4213.5.

ARTICLE 8

CONTRACTING OUT

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

Except in cases of emergency, the District shall provide the Union with advance written notice of any decision to contract out bargaining unit work. ~~no less than forty-five (45) calendar days before implementation~~.

ARTICLE 9

VACATION*

A. Vacation Accrual

[No change - status quo]

B. New Employees

[No change - status quo]

C. Interruption of Vacation

[No change - status quo]

D. Scheduling Vacations

1. Vacation shall be scheduled through the use of the District's Absence Management System or a written form (i.e., Classified Personal Absence Report Form) on an annual cycle, January 1st through December 31st. Employees must submit their written requests by November 1st through December 1st of the prior year. By January 15th, the District will post a schedule of vacations.

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

   Use of vacation accruals is by mutual agreement between the employee and the supervisor and preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible unless otherwise provided in this agreement. Except as otherwise provided in this agreement, a supervisor and his/her designee, shall respond to requests for vacation as soon as possible but within ~~five~~ ten ~~(5)~~ (10) ~~seven (7)~~ working days of submission. Vacation requests shall not be unreasonably denied. An approved vacation will not be unilaterally cancelled.

2. Only when absolutely necessary, and after every effort has been given to the employee to schedule vacation time, and when mutual agreement may not exist, the District may schedule the employee to take vacation time currently held above their annual base accrual amount (i.e., 14 or 18 or 24 days). No vacation may be scheduled by the District without providing a thirty (30) day notice to the employee.

3. Unearned vacation time may be granted in advance, under unusual circumstances, with prior approval of the employee's supervisor and the Chief or Director of HR.

E. Vacation Accumulation

[No change - status quo]

F. Reassignment

[No change - status quo]

ARTICLE 11
GENERAL TERMS RESPECTING LEAVES OF ABSENCE
STATUS QUO

ARTICLE 24
SALARY ADMINISTRATION

A. Initial Placement

[No change - status quo]

B. Step Increases

[No change - status quo]

C. Longevity Pay

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

D. Time of Payment

[No change - status quo]

E. Assignment Out of Classification

[No change - status quo]

F. Split Shift Differential

[No change - status quo]

G. Differential Compensation

1. [No change - status quo]

H. Certification and License Differential

[No change - status quo]

I. Hazard Pay

[No change - status quo]

J. Boots & Uniforms

MDUSD shall provide a safety shoe allowance of up to a maximum of ~~one~~ two hundred dollars ($200.00) annually to eligible employees. Eligibility and the required safety standards for such footwear shall be identified and approved by the Chief Business Official (CBO) or their designee. Eligible employees shall receive this allowance via reimbursement upon the submission of a detailed proof of purchase. The District also reserves the right to enter into a contract with an outside safety shoe company to provide approved footwear directly to employees via a voucher or direct-provision system, which may be utilized in lieu of direct reimbursement.

Within ninety (90) days of ratification, the District shall identify employee classifications eligible for the two hundred dollar ($200.00) reimbursement and those who may be eligible for lesser reimbursement ($100), as they do not require boots, but require non-slip shoes.

~~The District shall provide a $200 300 annual stipend, paid in July, to employees in classifications required to wear safety shoes. The District shall also provide two (2) District-approved sweatshirts annually to employees in classifications that regularly perform work outdoors. Within ninety (90) days of ratification, the District shall provide the Union and employees with a list of positions eligible for this shoe stipend. reimbursement. and tThe Union shall may meet and confer regarding the classifications to which this provision applies.~~

~~Additionally the District reserves the right to enter into a contract with an outside safety shoe company to provide approved footwear directly to employees via a voucher or direct provision system, which may be utilized in lieu of direct stipend, provided the voucher is at least equivalent to the above provision.~~

ARTICLE 25
SALARY

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

FOR ~~2023-24~~ 2026-2027 SCHOOL YEAR

~~Effective July 1, 2026 2023, all unit members shall receive an ongoing salary increase of seven percent (7%) four percent (4%) one percent (1%) three two (2%) percent (3%) to the salary schedule.~~

Effective July 1, 2026, the salary schedule shall be increased by a percentage equal to the funded COLA received by the District for 2026-2027, including any additional percentage ongoing LCFF base grant adjustment that becomes a permanent addition to the base grant, minus two-thirds of one percent. If the funded COLA is 0.6666% or less, there shall be no change to the salary schedule.

FOR ~~2024-2025~~ 2027-2028 SCHOOL YEAR

~~Effective July 1, 2027 2024 all unit members shall receive an ongoing salary increase of four three one two (2%) percent (1%) (4.0%) (3.0%) to the salary schedule.~~

Effective July 1, 2027, the salary schedule shall be increased by a percentage equal to the funded COLA received by the District for 2027-2028, including any additional percentage ongoing LCFF base grant adjustment that becomes a permanent addition to the base grant, minus two-thirds of one percent. If the funded COLA is 0.6666% or less, there shall be no change to the salary schedule.

FOR ~~2025-2026~~ 2028-2029 SCHOOL YEAR

Effective July 1, 2028 all unit members shall receive an ongoing salary increase of ~~three~~ one ~~two~~ percent ~~(2%)~~ (1%) ~~(3.0%)~~ to the salary schedule

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

"Me Too Agreement"

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

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

This agreement excludes any reclassification or reorganization of any other units, and does not encompass any compensation increase for any District employees other than increases in base salary and base medical benefits as specifically identified above as part of successor or reopener contract negotiations with other units. For example, an agreement regarding class sizes, or work year calendar days, or changes to individual positions in other units (e.g. changes to some positions due to minimum wage changes), or agreements outside of successor or reopener negotiations with other units, which arguably impact compensation, will not trigger any obligation under this Agreement. Such changes in working conditions or compensation items other than annual base, salary and medical benefits, or those negotiated by other District employees, do not create any District obligation under this Agreement. This "me too" agreement shall be considered a part of the agreement and applies for the 2026-2029 contract term only and expires at the end of the Teamsters contract term.

ARTICLE 26
EMPLOYEE BENEFITS

A. Health Benefits

~~Commencing with the 2017 2027 benefit year, the District will contribute toward the cost of health insurance for each eligible full time unit member up to a maximum of 100% 80% of the Kaiser CalPERS rate for the tier of coverage (i.e. single, two party or family coverage) selected by such unit member. Each benefit year thereafter, the District will~~

~~adjust the annual maximum contribution to 80% of the Kaiser CalPERS rates applicable to such benefit year at each tier of coverage provided that the increase, if any, in such rates does not exceed 4% of the rates in effect for the previous year. Should the increase in the rates exceed the rates in effect for the previous year by more than 4%, the District will adjust its contribution by 4% and the amounts above 4% will be paid by the unit member. In the event the Kaiser CalPERS rates exceed the rates that were in effect during the previous year by more than 4%, the District contribution could be less than 80% of the Kaiser CalPERS rates effective for a particular benefit year. In the event that the increase in such rates exceed 4% in a particular benefit year, the Association shall have the right to re-open this Article. All premium costs that exceed the annual maximum contribution shall be paid by unit members through individual monthly payroll deductions. The District's contribution shall be prorated based upon the employee's Full-Time Equivalent (FTE) status.~~

Effective January 1, 2027, the District will pay one hundred percent (100%) of the Kaiser CalPERS rate, by level, for single, employee+ 1, and family plan for all of the 2027, 2028, and 2029 benefit plan years (January 1, 2027 through December 31, 2029). Effective January 1, 2030 and moving forward, in each subsequent benefit plan year, the District will pay eighty percent (80%) of the annual premium of the Kaiser CalPERS rate for that benefit plan year for each applicable tier and the employee's share will be the remaining twenty percent (20%).

- Effective July 1, 2016, medical in lieu will be paid at the highest rate paid for all District bargaining units moving forward.

  a. Effective July 1, 2016, unit members who work 4 hours per day or 20 hours per week, or more, shall be eligible for non-prorated health benefits.

  b. Employees who work less than 4 hours per day are ineligible for District-paid health benefits.

B. Vision and Dental

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

C. Health Benefit Op Out

[No change - status quo]

D. I.R.C. Section 125 Plan

[No change - status quo]

E. Employee Enrollment

[No change - status quo]

F. Retirees

[No change - status quo]

G. Retirement Health Benefit and Incentive

[No change - status quo]

H. Requirements/Conditions Imposed by Carriers

[No change - status quo]

I. Payroll Deduction Rights and Information

[No change - status quo]

J. Compensation in Lieu of Medical Coverage

Effective July 1, 2026, ~~2016~~ medical in lieu will be paid at ~~$300/month or~~ the highest rate paid for all District bargaining units moving forward and shall be initiated only following the employee's certification, on a form prescribed and required by the District, of alternative coverage.

K. Application of Grievance Procedure

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

ARTICLE 42
FOOD SERVICE

A. Vacation

[No change - status quo]

B. Extra Work

[No change - status quo]

C. Reassignment

[No change - status quo]

D. Professional Growth

The District and Teamsters agree to continue the Professional Growth program for Food Service Employees. (See Food and Nutritional Services Skills Development Program Document)

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 **or prior to the start of the upcoming school year.** ~~in one of the district's Summer School programs.~~

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. 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 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 Summer School 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 Summer School program. 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 School applications will be processed through HR. The Union, Food Service and HR will work collaboratively to fill Summer School 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 appropriate rate shall be paid for this work.

~~C. Mandatory Training~~

~~The District may require Food Service employees to attend training outside of their normal working hours with at least fourteen (14) days' notice.~~

PROGRAM PURPOSE ~~GUIDELINES~~

Skills development ~~Professional growth~~ is designed to enhance the skill level of employees, improve the quality of job performance and to advance the goals of the Food and Nutrition Services program. ~~Professional growth~~ **Skills development activities can include mandatory annual training, additional training provided by the District during the school year or continuing education courses offered by external sources (i.e. college courses or workshops offered by professional associations).**

SKILLS DEVELOPMENT ~~GROWTH CATEGORIES~~ AND RELATED COMPENSATION

Effective July 1, 2026, the Skills Development ~~Professional Growth~~ Program categories, compensation and committee will reflect the following guidelines. All active employees who completed programs prior to July 1, 2026 will be paid a stipend for all earned points up to June 30, 2027. All future stipends related to the Food and Nutrition Services Professional Growth and/or Skills Development Programs will be paid in accordance with the updated guidelines.

- **Mandatory Annual Training (4 Hours)**
  - **Required for all employees prior to the start of the school year**
  - **Scheduled with at least three months' advance notice** to occur within 1 week prior to start of school.
  - **Compensation: $200 stipend per employee for full completion**

- **Additional Spring Training (4 Hours)**
  - **Offered during the Spring In-Service Day**
  - **Voluntary participation for all employees**
  - **Compensation: $300 stipend per employee for full day attendance.**

- **Tuition Reimbursement Program**
  - **Employees may request up to $1,000 per year for coursework**
  - **Limited to $10,000 total cost ~~10 employees~~ annually**
  - **Courses must align with current roles or career advancement within the department.**
  - **Review and approval required from the Skills Development ~~Professional Growth~~ Committee, employee's supervisor and the Director of Food & Nutrition Services.**

ELIGIBILITY FOR PARTICIPATION IN TUITION REIMBURSEMENT

All regular employees are eligible for the tuition reimbursement program after three (3) full years of service in the District.

Any employee who is on an unpaid partial or full leave of absence will not be eligible to participate in the program until they return from leave; nor will future credit be granted for eligible coursework or other skills development ~~professional growth~~ activities completed during the leave.

Employees will not be eligible for tuition reimbursement for activities completed:

- **at the request of their immediate supervisor to improve skills as a result of a performance improvement plan and/or unsatisfactory evaluation,**
- **while on paid time, and/or**
- **when the District pays for the course, program and/or activity, whether on work time or on non work time**

QUALIFIED ACTIVITIES FOR TUITION REIMBURSEMENT

Job-related workshops, webinars, institutes, seminars, and conferences offered by **an accredited** college, university, community college, adult education center or a professional association.

SKILLS DEVELOPMENT ~~PROFESSIONAL GROWTH~~ REVIEW COMMITTEE

The committee shall consist of five voting members, each serving a two-year term. Members shall be active program participants (except administrator) who have completed a minimum of five **years of continuous service**. The two-year term shall begin with the fiscal year, July 1, and end with the fiscal year, June 30. Each successive term will begin and end accordingly. Elections will be held in the spring for the coming year if there are more volunteers then positions.

The committee will include voluntary or elected representation as follows:

Four members - Food Services Unit **employees**
One member - **Director of Food and Nutrition Services or designee**

The committee shall provide the Director of Food and Nutrition Services the number of employees **approved for tuition reimbursement** each year so that the dollar amount for compensation can be budgeted. Changes to these Program Guidelines having any potential financial impact must be approved by the Director of Food and Nutrition Services.

Stipends and tuition reimbursement allowable under this program may be suspended in any year based on available funding.

The committee shall meet as needed **for the following purposes:**

- **Determine the number of applications approved for tuition reimbursement;**
- **Determine if an activity, not clearly defined above, meets the intent and purpose of the program;**
- **Review required documents that support course completion; and**
- **Approve reimbursements payments.**

Records will be maintained in the Food Service Department office. The majority of the voting members constitute a quorum.

APPLICATION PROCEDURES AND REQUIRED DOCUMENTATION

In order to be considered for tuition reimbursement, the employee must complete the following steps:

- **Not later than the last working day of May, file an application for tuition reimbursement for activities starting on or after July 1 of the following school year.**
- **Not later than the last day of the following June, complete coursework (or other qualified activity) and submit documentation of completion to the committee.**
- **Tuition reimbursement will be paid by August 10 of each year for costs incurred for completed and approved activities (or other qualified activity) up to $1,000.**

***Employees may submit proof of completion for reimbursement throughout the school year.**

Employees must earn a grade of "C" or better for completed coursework and cannot earn additional credit for repeated courses unless approved by the Skills Development ~~Professional Growth~~ Committee.

Verification for coursework shall consist of a transcript, a report card, a certificate of achievement (Adult Education classes), or other acceptable proof of completion.

Verification for other qualified activities shall consist of a statement of the program activities or flyer signed by the instructor, trainer, or other appropriate persons. Signed documentation should include subject matter covered and a record of attendance, including dates and times. The employee's regular work hours must also be noted.

The Skills Development ~~Professional Growth~~ Program Guidelines are effective July 1, 2026 through June 30, 2029.

ARTICLE 43

TRANSPORTATION

ARTICLE 50
TERM

A. Duration

This contract agreement will be effective July 1, ~~2023~~ **2026** through and including June 30, ~~2026~~**2029** with **no** reopeners~~. 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, 202~~5~~**8**. ~~Every attempt will be made to meet as soon after November 30, 2025 as feasible but no later than January 31, 2025.~~

~~A. No Strike~~

~~Teamsters agrees that during the term of this Agreement neither it nor its officers, employees, or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass absenteeism, picketing, sympathy strikes, sickouts, or any other similar actions which would involve suspension of or interference with the normal work of the District.~~

Ryan Sheehy, Chief of Human Resources, MDUSD

Ed Moore, Teamsters 856 Labor Representative

Mark Jones, Teamsters 856 Labor Representative

Tentative Agreement reached on April 30, 2026 at 228 am/pm
MDUSD counterproposal to Teamsters on April 30, 2026 at _____ am/pm
Teamsters counter to MDUSD on April 23, 2026 at _____am/pm
MDUSD counterproposal to Teamsters on April 23, 2026 at _____ am/pm
Teamsters counter to MDUSD to remain status quo on April 3, 2026 at _____am/pm
MDUSD proposal to Teamsters on March 17, 2026 at _____ am/pm

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definitions

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

1. "Grievance" means a complaint of one (1) or more employees that they have been adversely affected by a violation and/or misinterpretation of this Agreement.

2. "Grievant" means the Union, employee or employees filing the grievance. Union may act as the grievant.

3. "Immediate Supervisor" means the person at the lowest administrative level who has been designated management or supervisory and who assigns, reviews, or directs the work of the employee.

4. "Party" means the grievant and the District.

5. "Work Day" means a day when the administrative offices of the District are open.

B. Time Limits

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

C. Service

Decisions and appeals shall be served by personal service or by mail. If served by mail, two (2) days shall be added to the time in which the action must be taken and the decision or appeal shall be deemed served at the end of the extended period.

D. Presentation

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

E. Representation

The grievant may be represented by Teamsters, or as provided by law, the employee may represent himself/herself at any formal step of this procedure. If the grievant is represented by himself/herself, the Union retains the right to be present at any formal step of the procedure as an observer.

F. Informal Discussion - Step 1 (Immediate Supervisor)

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

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

Any alleged violation not first discussed informally with the immediate supervisor cannot proceed through the formal grievance procedure (refer to "Informal Conference Summary" form - Appendix C).

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

1. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal

grievance may be initiated no later than thirty (30) work days after the event or circumstances occasioning the grievance, if the employee knew or should have known of the event or circumstances.

2. A formal grievance shall be initiated in writing, by email, or on the attached form ~~a mutually agreed to form~~ and shall be filed with the appropriate Director, School Principal or Department designee. If submitted via email, the grievance shall be also sent to the Chief of Human Resources or designee. The ~~form~~ grievance shall be completed to show the following:

a. Grievant(s) name and work location.
b. Grievant(s) work function.
c. The date the grievance is delivered to the appropriate Director, School Principal or Department designee.
d. The provision(s) of the Agreement alleged to have been violated.
e. The circumstances of the grievance (concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
f. The remedy sought by the grievant(s).
g. The name of the representative, if any, chosen by the grievant(s).
h. The signature(s) of the grievant(s). Signature may be by a recognized Union representative.

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

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

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

1. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing within twenty (20) work days to the Chief Director of Human Resources or his/her designee. The grievant shall identify each

aspect of the appropriate Director's or School Principal's decision with which the grievant disagrees.

2. ~~At their discretion,~~ tThe Chief ~~Director~~ of Human Resources or his/her designee shall have a conference with the grievant and consider as fully as he/she deems necessary the circumstances of the grievance.

3. Within twenty (20) work days of the filing of the appeal to Step 3, the Chief Director of Human Resources or his/her designee shall respond in writing to the grievant. That response shall state the Chief Director of Human Resources or his/her designee view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Union, a copy shall be sent to the Union.

I. Formal Grievance - Step 4 (Arbitration)

Teamsters may submit the grievance to final and binding arbitration if the grievant is not satisfied with the disposition of the grievance at Step 3.

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

J. Modification

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

K. Cost

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

L. Attendance at Hearing

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

M. Notice to Union

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

N. Recording of the Hearing

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

O. No Reprisals

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

P. Shop Stewards

1. Teamsters may designate from the following divisions for the purpose of processing grievances, twenty (20) Shop Stewards: Custodial, Food Service, Landscape, Maintenance, Technology and Information Services, Transportation, Warehouse and Mechanics. The total maximum of hours the Shop Stewards may be released shall remain at fifty-six (56) hours per month.

2. Teamsters shall notify the District in writing of those members of Teamsters designated as Shop Stewards and any subsequent changes.

3. The combined release time for all 20 stewards shall not exceed a total of 56 hours during any one month, travel time inclusive. Time spent at a hearing or conference shall not be charged against this maximum.

4. The Shop Steward shall request release in writing twenty-four (24) hours in advance from his/her immediate supervisor and shall report in upon return to duty. That release shall not be unreasonably denied.

5. Upon entering another work location, the Shop Steward shall identify himself/herself to the supervisor in charge of that location and state the purpose and expected duration of the visit. If the supervisor is unavailable, another appropriate administrator must be contacted.

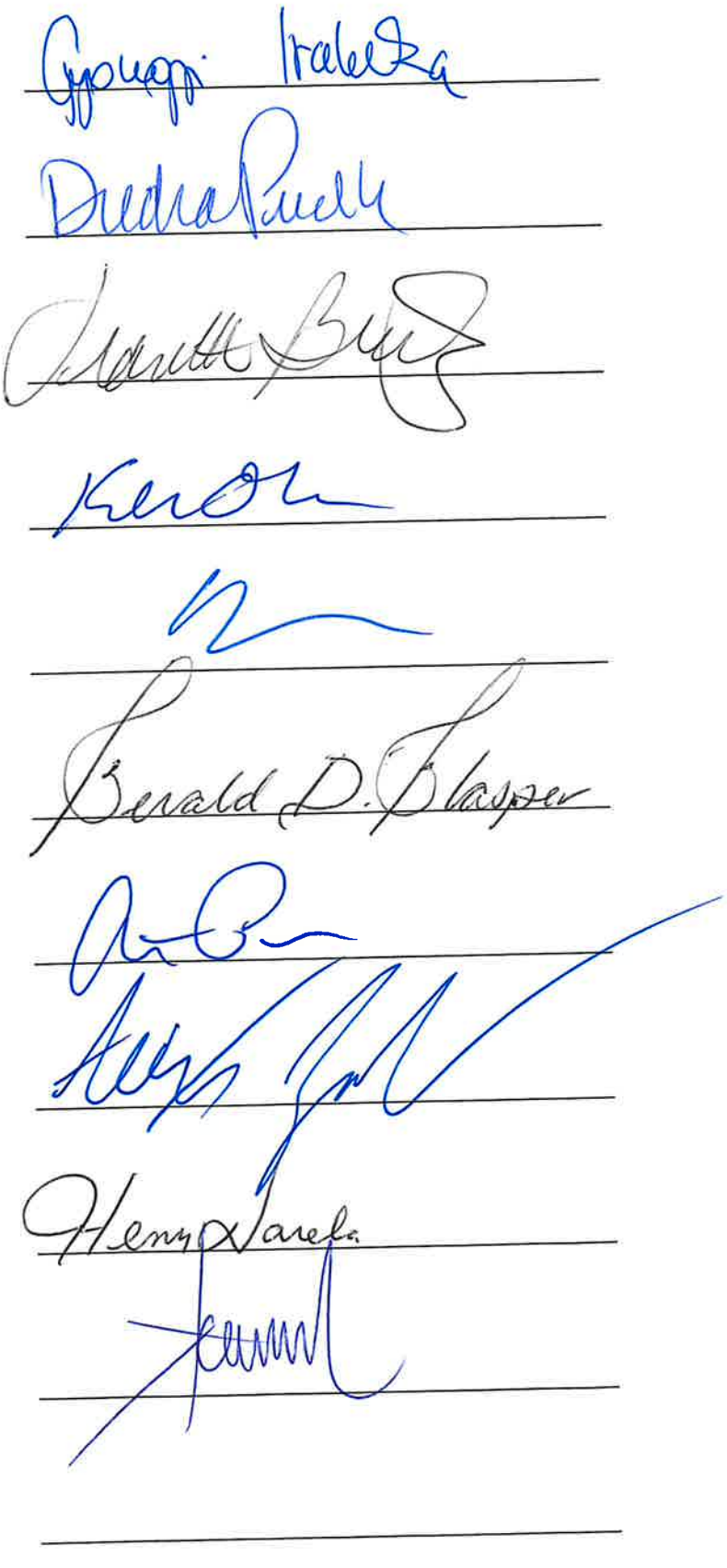
6. The Steward may be denied permission by the District's representative to talk to the employee on his/her duty time if that will unduly interfere with the employee's work. Any disagreement over this access shall be immediately referred to the Chief Director of Human Resources for determination. Provision of this remedy shall not bar use of the Grievance Procedure.

7. The Union shall from time to time identify, in writing, a person as a site steward and the extent of his/her authority. Such stewards shall be given a very limited amount of release time for processing grievances at their site.

Tentative agreement has been reached on Article 4 on April 30, 2026.

Ryan Sheehy, Chief of Human Resources, MDUSD

Ed Moore, Teamsters 856 Labor Representative



MT. DIABLO UNIFIED SCHOOL DISTRICT

CLASSIFIED GRIEVANCE FORM

TEAMSTERS UNIT EMPLOYEES

Employee Name (Last)	(First)	Classification	Employee ID#

Site/Department	Union	Union Representative Name	Contact Info (Phone/Email)

Grievant: ☐ Employee ☐ Union

Date of informal discussion: _____

Date(s) of Alleged Violation: _____

Is the alleged violation ongoing: ☐ Yes ☐ No

Specific Article(s) and Section(s) of Agreement Allegedly Violated: _____

Statement of Facts – Provide a concise statement of the facts constituting the alleged violation with dates, names, and places as appropriate:

Additional statement attached (optional): ☐ Yes ☐ No

Remedy Sought – What are you requesting as a remedy for the alleged violation?

The facts described above are true and correct to the best of my knowledge and belief:

_____ Grievant Name

_____ Grievant Signature

_____ Date

1:24pm

Exceeds Expectations

B+
Scan

MT. DIABLO UNIFIED SCHOOL DISTRICT

EMPLOYEE ID#

CLASSIFIED PERSONNEL PERFORMANCE EVALUATION
TEAMSTERS UNIT EMPLOYEES

Type of Report:
- Prob. 2 mos.
- Prob. 5 mos.
- Annual
- Biennial
- Special

Employee Name (Last) (First) Classification

Site/Department Rating Period to

PERFORMANCE RATING	Satisfactory	Needs Improvement	Unsatisfactory
WORK QUALITY/EFFICIENCY			
1. Performs work in an efficient, timely and thorough manner			
2. Uses materials and equipment properly			
3. Uses good judgment			
4. Learns and complies with procedures, rules, regulations and safety factors			
5. Follows oral and/or written instructions			
ATTENDANCE			
6. Complies with attendance procedures			
7. Complies with assigned hours of work and schedules			
8. Attends regularly			
INTERPERSONAL SKILLS			
9. Works effectively with other employees, the public, and students			
10. Maintains appropriate appearance and language			
LEADERSHIP (if applicable)			
11. Ability to plan, lead, train and direct the work of others			

COMMENTS:

Tentative Agreement on April 3, 2026

District:

Teamsters:

Jeanette Benitez Jeanette Benitez

JOB STRENGTHS

Identify the employee's job strengths and any incidents of distinguished performance:

PROGRESS ACHIEVED

Record progress achieved toward previously identified goals for improved work performance:

RECOMMENDATIONS FOR IMPROVEMENT

Identify specific areas of performance where improvement is needed, if any:

ASSISTANCE WITH IMPROVEMENT

Describe assistance the District will provide to the employee in implementing any recommendations identified above:

GENERAL RATING: ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

In signing this Performance/Evaluation, the employee acknowledges having seen and discussed this evaluation with the rater. The employee's signature does not necessarily indicate agreement with the conclusions of the rater. If the employee disagrees with conclusions of the rater, the employee may submit a written response to this evaluation to the Classified Personnel Office and a copy to the immediate supervisor within 20 days of the conference date. That written response will be attached to this evaluation.

Conference held on _____
Date

_____
Signature and Title of Evaluator Date

_____
Signature and Title of Reviewer Date

I Agree Disagree with the conclusions of the rater.

_____
Signature of Employee Date

Distribution: (Copy 1) White – Personnel Office (Copy 2) ary – Employee (Copy 3) Pink – Rater (Copy 4) Goldenrod – Reviewer

Tentative agreement reached on April 30, 2026 at 2:25 am/pm

MDUSD counterproposal to Teamsters on April 23, 2026 at _____ am/pm

Teamsters counter to MDUSD on April 3, 2026 @_____am/pm

MDUSD counterproposal to Teamsters on April 3, 2026, at 10:05 am

Teamsters initial proposal to MDUSD sent 3/10/26 @ _____

ARTICLE 5

HOURS OF WORK

A. Full-time

1. All full-time employees work eight (8) hours per day, forty (40) hours per week.

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

B. Part-time

1. All part-time personnel are employed for a fractional part of an eight (8) hour day, forty (40) hour week.

2. All part-time employees employed for four (4) hours per day or more shall have a fifteen (15) minute rest period which shall be scheduled between the employee and the supervisor or unit manager.

3. Part-time employees working five (5) hours per day or more shall be entitled to an unpaid thirty (30) minute meal period which shall be scheduled between the employee and the supervisor or unit manager. Lunch and rest periods cannot be used to start late or end early, ~~pursuant to Labor Code.~~

C. Assigned Hours

The actual hours of duty time will vary at work locations dependent upon individual school assignments. Such variance in hours of duty shall be determined

by the immediate supervisor not later than thirty (30) days after the opening day of classes.

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

D. Recess and Summer Schedules for Custodians

1. ~~Option~~ **Request to Work Day Shift:** During ~~student vacation periods, including~~ Fall Break, Thanksgiving Break, Winter Break, Spring Break, and Summer Recess, custodial employees regularly assigned to the PM shift ~~shall be offered~~ may request the option to work a day shift schedule for the duration of the applicable break period. ~~No request shall be unreasonably denied.~~ A request may be denied based on operational need.

2. **No Loss of Hours or Pay:** Employees approved for a day-shift assignment under this section shall not experience a reduction in their regularly assigned hours or base pay as a result of the schedule change.

3. **Return to Regular Shift:** At the conclusion of the applicable break period, employees shall return to their regular shift assignment absent mutual agreement or written just cause consistent with Article 5(C).

~~D~~.E. Work Week

1. The normal work week shall consist of five (5) consecutive work days, Monday through Friday. Any employee may be assigned to a work week other than Monday through Friday. All employees who work a work week other than Monday through Friday shall be paid the differential of ten (10) percent.

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

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

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

3. A swing shift may be established for all or certain classifications of employees, by mutual agreement between the District and the Union.

4. Landscape and Warehouse Department personnel shall be assigned the following hours: 7:00 a.m. - 3:30 p.m.

5. District Maintenance hours of work shall be 7:00 a.m. to 3:30 p.m. year round.

6. Swing shift hours during the school year for bus mechanics shall be 12:00 p.m. to 8:00 p.m.

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

A classified employee who works a minimum of 30 minutes per day in excess of his part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136. If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his average assigned time by 50 minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.

Except where vacation entitlement is accrued on the basis of actual hours of paid regular service, vacation entitlement shall be based on the average number of

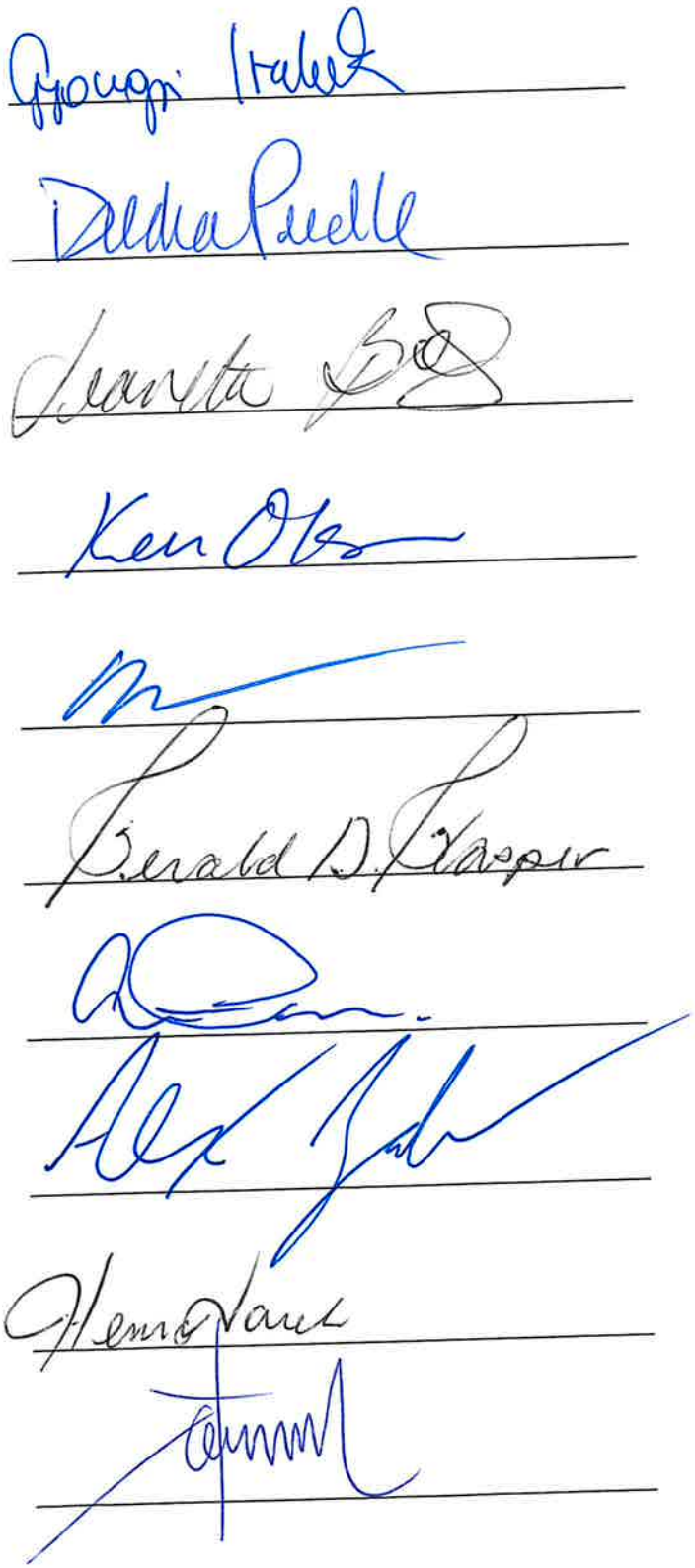
hours worked per working day during the portion of the school year in which the employee is assigned to duty.

It is the intent of the Legislature, in enacting this section, to insure that part-time employees are accorded fringe benefits on an appropriate prorated basis with full recognition given to the number of hours worked by the part-time employee rather than on the basis of time fixed to the position when the fixed time is not reasonably correlated with the actual time worked. This section is to be liberally construed in order that the provisions of Section 45136 may not be circumvented by requiring employees to work in excess of the regularly fixed hours for a position on an overtime basis but for which premium pay is not provided nor appropriate adjustment is not made in fringe benefit entitlement. *(Enacted by Stats. 1976, Ch. 1010.)*

Tentative agreement has been reached on Article 5 on April 30, 2026.

Ryan Sheehy, Chief of Human Resources, MDUSD

Ed Moore, Teamsters 856 Labor Representative



MDUSD counter proposal to Teamsters on April 23, 2026 at 1254 am/pm

Teamsters 856 counter to MDUSD on April 23, 2026 at _____ am/pm

MDUSD counter proposal to Teamsters on April 3, 2026 at 1:36 pm

Teamsters 856 counter to MDUSD on April 3, 2026 at _____ am/pm

MDUSD proposal to Teamsters on March 17, 2026 at _____ am/pm

ARTICLE 22
SICK LEAVE

A. Accrual

1. A full-time employee accrues sick leave at the rate of one (1) day for each month of service. A part-time employee accrues sick leave on a prorated basis. Upon initial employment, an employee is credited with the sick leave that he/she would normally accrue during the first six (6) months of service.

2. Sick leave does not accrue during periods of absence without pay that are over two (2) weeks, but does accrue during all periods of leave with pay.

B. Notice of Sick Leave

1. In order to receive compensation while absent on sick leave, the employee must notify his/her supervisor no later than one (1) hour before his/her shift is to begin on ~~the first~~ **each** day absent, unless a doctor note provides for a leave beyond one day, or unless conditions make notification impossible. At least one (1) day prior to his/her expected return to work; the employee must notify his/her supervisor in order that any employee filling the position on a substitute basis may be terminated.

2. Immediately upon return to work after such absence, or at the end of the month of any continuous absence, the employee shall fill out the appropriate form for reporting such absence and file it with the Department or School Site.

C. Verification

1. Verification by a doctor may be required after an absence of five (5) consecutive work days.

2. The District reserves the right to require medical verification of illness for shorter periods of time when there is probable cause to require such verification. Where possible:

   a. The employee shall be advised at least verbally that his/her use of sick leave is approaching the probable cause standard; and

   b. Prior written notice of such requirement, including appropriate documentation and/or reasons for issuing the notice, shall be given to the employee the Personnel Department. A copy of this notice shall also be provided to the Union at the time of issue, however, inadvertent failure to provide such copy to the Union shall not constitute grounds for a grievance and/or relieve the affected employee of his/her obligation to provide that medical verification.

D. Extended Sick Leave

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

E. Sick Leave Donation

The purpose of this section is to allow a unit member to donate a limited amount of his/her accrued sick leave and/or vacation leave hours to another unit member due to that unit member's catastrophic illness or injury.

Catastrophic illness or injury means an unexpected and/or life threatening illness or injury to the employee that is expected to incapacitate the employee for an extended period of time. Catastrophic illness or injury shall also include the extended incapacitation of an employee whose absence is caused due to his/her donation of tissue or organ(s) to a member of his/her immediate family.

Procedure:

1. When an employee chooses to donate some of his/her accrued sick leave and/or vacation hours to another employee in need; he/she shall fill out the appropriate form.

2. Prior to receiving a donation the recipient will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential. The District will then determine whether the receiving employee qualifies for a donation and if the recipient wishes to receive a donation.

3. a. If the donation of sick leave hours is approved by the District, employees who work less than four (4) hours per day and/or twenty (20) hours per week may donate in increments of one (1) hour to a maximum of twenty (20) hours, provided the donor does not reduce his/her sick leave below one hundred and twenty (120) hours.

b. If the donation of sick leave hours is approved by the District, employees who work four (4) hours or more per day and/or twenty (20) hours or more per week may donate in increments of one (1) hour to a maximum of forty (40) hours, provided the employee does not reduce his/her sick leave below two hundred and forty (240) hours.

c. If the donation of vacation leave hours is approved by the District, employees may donate such leave in increments of one (1) hour. The donating employee may not reduce his/her vacation leave below an earned leave balance of forty (40) hours.

4. No employee is eligible to receive a donation if he/she has used more than his/her current annual entitlement of sick leave/personal necessity leave in two of the last three years. The District may waive this provision in verified instances of continuing illness or injury.

5. Donor participation is voluntary and is irrevocable and confidential.

6. Worker compensation claims are excluded from this program.

7. The recipient shall first use the balance of his/her current annual sick leave entitlement, then his/her earned vacation days and compensatory time. Donated hours shall run concurrently with extended sick leave provisions.

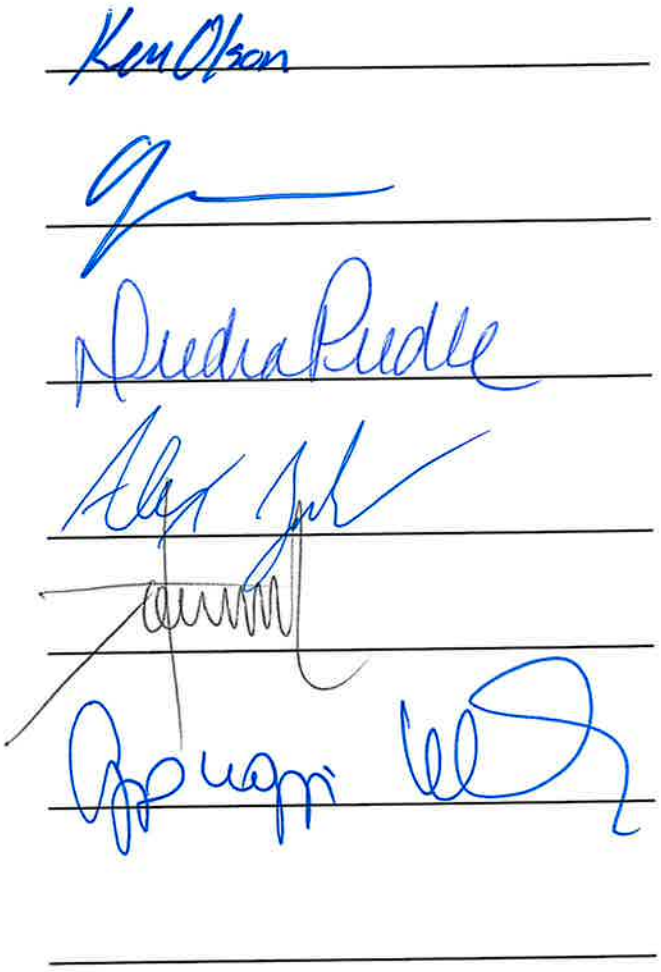
8. The combination of all paid leave, inclusive of the summer recess, shall not exceed 12 calendar months. It is expected that if the illness/disability is to exceed this period of time, the employee would apply for PERS disability allowance, if applicable.

9. The District is solely responsible for making final decisions regarding participation in this program.

Tentative agreement has been reached on Article 22 on April 23, 2026.

Ryan Sheehy, Chief of Human Resources, MDUSD

Ed Moore, Teamsters 856 Labor Representative



MDUSD proposal to Teamsters on April 23, 2026 at 1254 am/pm

Teamsters counter to MDUSD on April 24, 2026 at _____am/pm

MDUSD proposal to Teamsters on April 3, 2026 at _____ am/pm

Teamsters counter to remain status quo on April 3, 2026 at _____ am/pm

MDUSD proposal to Teamsters on March 17, 2026 at _____ am/pm

ARTICLE 32
DISCIPLINE

Disciplinary actions shall be administered solely under the provisions of this Article.

A. Progressive Steps

In administering disciplinary matters, progressive steps will be utilized to the greatest extent permitted by individual circumstances, and the level of discipline shall be commensurate with the offense. Progressive steps will be followed, except when the offense(s) is of a severe nature, the District may determine if necessary to skip a step or steps.

1. Verbal reprimand.

2. Letter of caution. A letter of caution is distinct from a written reprimand in that upon issuance it is not placed in the employee's personnel file.

3. Written reprimand will be placed in the employee's personnel file.

4. Suspension without pay. Suspension is a temporary removal from the employee's assignment at the District without pay for a specified period of time.

5. Involuntary Reassignment, Transfer, or Demotion.

   a. Involuntary demotion – Involuntary demotion is placement in a lower classification which may be at another location.

   b. Involuntary Reassignment for Discipline – Involuntary reassignment is a change of assignment whereby an employee is deprived of an incident of classification and/or reassignment for punitive reasons.

c. Involuntary Transfer for Discipline - Involuntary transfer is a change of location, which may result in a loss of pay (i.e. loss of shift differential).

6. Dismissal

B. Cause

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

1. Failure to adequately perform bona fide requirements of the position held.
2. Failure to comply with contractual conditions of employment.
3. Willful, negligent or persistent violation of rules and regulations.
4. Violation of any lawful order by an appropriate supervisor/manager.
5. Insubordination.
6. Dishonesty.
7. Use of controlled substances; i.e., alcoholic beverages and/or illegal drugs, which has direct adverse effect on the District.
8. Use of controlled substances; i.e., alcoholic beverages and/or illegal drugs on the job site.*
9. Disorderly or immoral conduct on duty or on the job site.*
10. Conviction of a sex offense as defined in Education Code Section 44010, conviction of a narcotics offense in Education Code Section 44011, or conviction as a sexual psychopath in Article I, Chapter I, Part 1.5, Division 6 of the Health and Welfare Code.
11. Repeated, unexcused tardiness.
12. Repeated, unexcused failure to report to work as assigned.
13. Excessive absence which is detrimental to the District.

14. Repeated discourteous treatment of the public, students or other employees.

15. Willful or negligent damage to school property or willful waste of District supplies or equipment.

16. Evident unfitness for service.

17. Failure to maintain licenses or certificates required for the position by law or District policy or job description.

18. Material and intentional misrepresentation or concealment of any relevant fact in connection with obtaining employment.

19. Misappropriation of District funds or property.

20. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

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

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

Administrative Leave

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

1. Investigation/Informal Meeting

Where required by just cause, an employee, against whom disciplinary action may be taken, shall meet with the Chief of Human Resources or their designee. The employee shall be informed orally of the allegations

and be given an opportunity to orally respond. The employee may be represented at the meeting ~~hearing~~ by a representative of their choice.

2. Written Notice of Disciplinary Action

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

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

b. If it is claimed that the employee has violated a rule or regulation of the District or department, a copy of said rule shall be included with the notice.

c. Copies of the materials upon which the charges are based.

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

1. Predisciplinary (Skelly) Meeting

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

4. At the completion of the investigation/informal meeting or Skelly meeting the District may elect to initiate specific disciplinary action. The

employee/Union and the District may come to an agreement regarding implementation of the specific disciplinary action. The agreed to disciplinary action shall be summarized by the District and delivered to the employee/Union in writing.

5. Right to a Formal Hearing

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

a. **Involuntary Reassignment/Transfer**:

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

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

b. **Suspension**

I Suspension without pay or suspension with a reduction in pay shall be administered consistent with Education Code section 45113.

II If a hearing is requested, it shall be conducted by the Governing Board or an impartial third-party hearing officer, as determined by the Governing Board.

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

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

V Technical rules of evidence shall not apply at the hearing.

VI At the conclusion of the hearing the decision shall be final.

VII A record of the hearing may be made.

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

c. **Demotion or Dismissal**

I. If a hearing is requested, it shall be conducted by an impartial third-party hearing officer. The hearing officer shall be mutually selected by the District and the Union from an agreed upon list.

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

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

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

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

VI. A record of the hearing may be made.

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

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

7. Appeal to the Board of Education

a. The hearing officer shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.

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

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

d. The decision of the Board of Education shall be final.

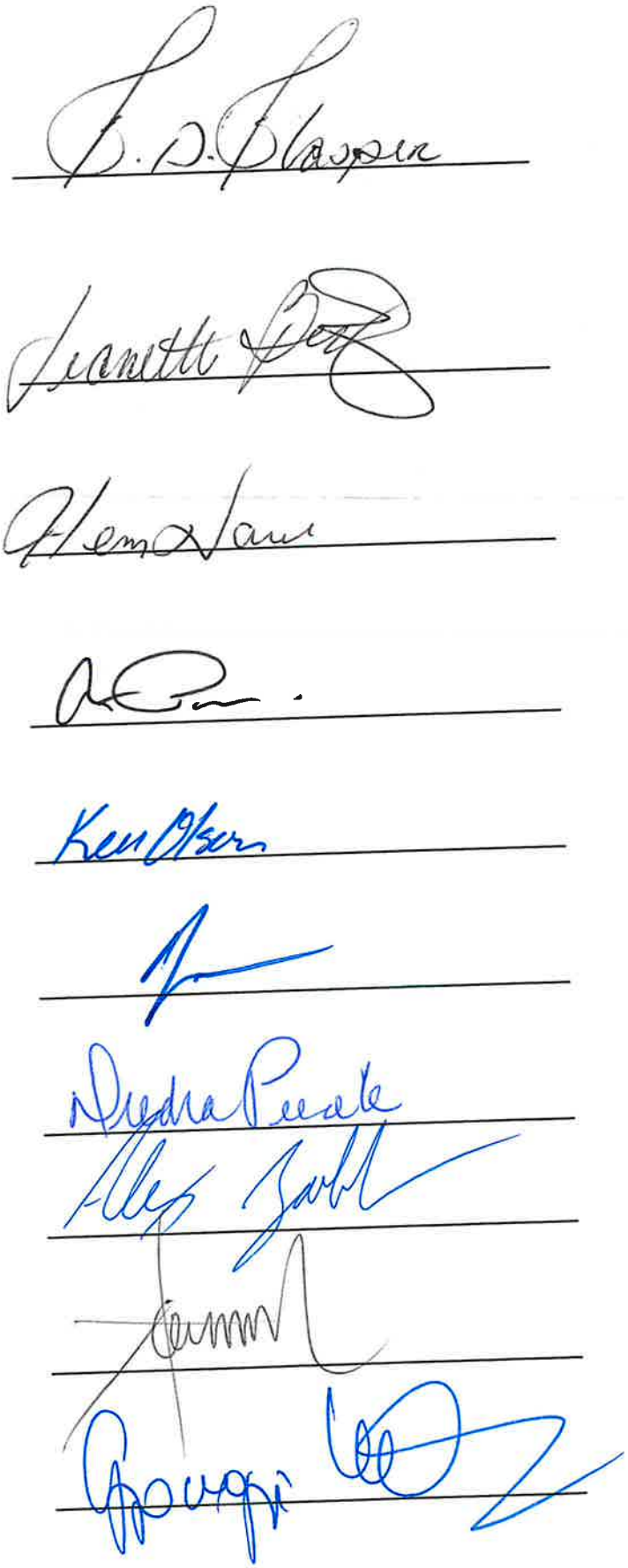
8. Failure to Appear

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

Tentative agreement has been reached on Article 32 on April 23, 2026.

Ryan Sheehy, Chief of Human Resources, MDUSD

Ed Moore, Teamsters 856 Labor Representative



Teamsters 856 to MDUSD on April 23, 2026 at 940 am/pm

MDUSD proposal to Teamsters on April 3, 2026 at 1:49 pm

Teamsters 856 counter to MDUSD on April 3, 2026 at _____

MDUSD proposal to Teamsters on March 17, 2026 at _____ am/pm

ARTICLE 34
EVALUATION

A. Purpose

Evaluation is designed to appraise the performance of an employee for the following purposes:

1. To assist the employee with the development of his/her greatest potential.
2. To assess the performance of the employee.
3. To commend the employee for distinguished performance.
4. To notify the employee of a needs to improve and/or unsatisfactory performance.

B. Frequency of Evaluation

1. For evaluation purposes, probationary status begins with appointment to regular status within a classification. Probationary employees shall be evaluated at the end of their second (2nd) and fifth (5th) months of probationary service.
2. Permanent employees shall be evaluated once each calendar year for the first two (2) years in a classification and every other calendar year thereafter.
3. Evaluations shall be completed by April 30th of the year following the calendar year for which the employee is being evaluated, and shall be based only on the employee's job performance which occurred during the evaluation.
   "Rating period" is defined as the prior one or two calendar year(s). This shall not preclude the evaluator from referring to a previous evaluation, e.g., to note a continuing pattern of job performance issues as documented on the previous evaluation(s).

4. Employees may be evaluated more frequently when there is reasonable cause for such evaluation.

C. Performance Evaluation

~~The form and instructions used for evaluation is attached as~~**Supervisors shall use the agreed upon evaluation form** (Appendix B).

D. Discussion of Evaluation

1. The evaluator and the employee shall discuss the evaluation in accordance with the performance evaluation instructions. The employee shall sign the evaluation indicating only receipt of a copy, and his/her signature shall not be deemed to be an agreement with the evaluation. For permanent employees, Negative information which could result in a "needs to improve" rating and/or an "unsatisfactory" rating (specific or general) which has not been previously discussed with the employee during the rating period shall not be included in the evaluation or the Performance Improvement Plan.

   No evaluation of any employee shall be placed in any personnel file without extending an opportunity for discussion between the employee and the evaluator(s).

2. An evaluation containing a "needs to improve" rating and/or an "unsatisfactory" rating shall include supporting evidence for the evaluation and shall make specific recommendations for improvement(s). It shall provide for assisting, as applicable, the employee in implementing any recommendations made.

3. An employee shall be notified of his/her right to prepare and have attached to the evaluation his/her written comments in response to the evaluation. An employee shall have twenty (20) work days from receipt of his/her evaluation to submit and have attached to the evaluation his/her written comments.

Tentative agreement has been reached on Article 34 on April 23, 2026

Ryan Sheehy, Chief, Human Resources, MDUSD

Ed Moore, Teamsters 856 Labor Representative

Teamsters 856 counter to MDUSD On March 17, 2026 at 10:06 am
MDUSD proposal to Teamsters on March 10, 2026 at _11:30__ am/pm

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 five (5) work days. Each school site and/or department will have a computer device readily available for employees to access postings.

2. During 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.
   e. The closing date for the transfer

1. 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 website for the specified period of time.
2. 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.

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

No employee shall be transferred without just cause for any reason except ~~surplus staff~~ reduction in force, or school closure. 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.

~~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.

Tentative agreement has been reached on Article 41 on March 17, 2026.

Ryan Sheehy, Chief of Human Resources, MDUSD

Ed Moore, Teamsters 856 Labor Representative

TITO CHONG

Tentative Agreement on April 3, 2026 at 1249 **am/pm**

Teamsters 856 counter to MDUSD on April 3, 2026 at _____ **am/pm**

MDUSD proposal to Teamsters on March 17, 2026 at _____ **am/pm**

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. In the event one or more of the three (3) most senior Substitute Custodians declines the interview, the next most

senior Substitute Custodian(s) shall be interviewed to complete the pool of three (3). 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. 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.~~

~~b. 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.~~

~~c. 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.

d. 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.

e. 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.)

Tentative agreement has been reached on Article 44 on April 3, 2026.

Ryan Sheehy, Chief of Human Resources, MDUSD

Ed Moore, Teamsters 856 Labor Representative

Gerald D. Glasper
TEAMSTERS # 856

Teamsters 856 counter to MDUSD on April 23, 2026 at 940 am/pm
MDUSD counter proposal to Teamsters on April 3, 2026 at 1:43 pm
Teamsters 856 counter to MDUSD on April 3, 2026 at _____ am/pm
MDUSD proposal to Teamsters on March 17, 2026 at _____ am/pm

ARTICLE 45
CUSTODIAL EXTRA WORK (GUIDELINES FOR)

A. INTRODUCTION

Guidelines for Custodial Extra Work have been developed to clarify District responsibility for groups using school properties after school hours, and to assist staff by identifying District expectations when extra work is assigned to custodians respectively.

In order to assist scheduling District custodians for extra work assignments, school sites will post and update weekly school calendars in each custodial room.

These guidelines will be posted at each school site in the custodial room. Assignment of extra work for custodians will be conducted using a site Seniority Rotation Schedule agreed to by the Union and approved by the District Custodial Supervisor.

B. PROCEDURES

1. **User** - Completes Use of Premises application and submits to school site for approval. When the user requires a custodian exclusively for an event, it should be so noted on the Use of Premises application. School-sponsored activities such as drama production, sports, etc., may not require a Use Permit but will be posted and updated as part of the weekly school calendar in each custodial room.

2. **School Site** - Approves application and notes event on master calendar. Forwards to District Office for pricing and authorization.

3. **District Office** - Authorizes application, establishes **all** costs, forwards copies to group, Fiscal Services, school site and District Custodial Supervisor.

4. **District Custodial Supervisor** - Reviews application and authorizes extra work, if required and/or in conjunction with the most current school function "use of facilities" memorandum. Forwards application with any extra work duties assigned to Head Custodian or Area Facility Manager.

5. **Head Custodian** - Posts Use Permit in a location available to all custodians. The District Custodial Supervisor establishes starting and ending times for the custodian(s) assigned to work the event(s). Teamsters custodial employees at the site may voluntarily place their names on the extra work rotation list(s) by site seniority. Long term substitute custodians as mutually agreed to by the District and the Union assigned to the site may be included in the site rotation list. If no custodian at the site is available, unit custodial members at other sites may be assigned from the extra work list (wheel) described in 6 below. Such assignment will be made by the District Custodial Supervisor on a seniority rotation basis.

6. **Extra Work List** - The District Custodial Supervisor will maintain an extra work list (wheel) by seniority of names and telephone numbers of custodians desiring extra work at sites other than their own. Sign-up for the annual extra work list (wheel) will occur each school year at the same time and as part of the site/school cleaning routes that are submitted the District Custodial Supervisor. Custodians are responsible for submitting their name and telephone number to the District Custodial Supervisor and keeping such information current. Substitutes may participate by seniority. If an employee refuses to accept work three consecutive times for any reason (other District work excepted), his/her name will be removed from the list for a three-month period and will be notified by the District accordingly. After this three-month period, custodians may re-submit their name and be accepted for extra-work consideration.

   Once the extra work list (wheel) has been established as described above, custodians may submit their name anytime during the school year, however, their name will be added to the bottom of the annual extra work list (wheel) regardless of their seniority.

   The custodian's primary duty is to the user group. Other duties may be assigned by the District Custodial Supervisor when user demand appears to be minimal. Such duties must be part of those defined in the job description for the custodian's specific classification and must not compromise safety or take place in front of the user. District duties will not

begin until after user needs are fulfilled. ~~Duties may include but are not limited to the following:~~

- ~~Wash windows standing on ground level~~
- ~~Wash desk tops~~
- ~~Mop floors/wax as needed (secured areas only)~~
- ~~Spray buff~~
- ~~Clean carpets, steps and ramps~~
- ~~Clean classrooms/"skip-clean" schedule~~
- ~~Clean restrooms - deep clean~~
- ~~Clean shower rooms - deep clean~~
- ~~Dusting to a height limit of six feet~~
- ~~Clean multi-use room, stage, table wells~~
- ~~Clean gym floors~~
- ~~Wash doors, wood trim, walls~~
- ~~Clean kitchen floors - under counters~~
- ~~Clean vent hood filters/kitchen~~
- ~~Remove graffiti~~
- ~~Clean diffusers~~
- ~~Pick up litter around portals, porches, etc.~~
- ~~Clean white boards and promethium chalk boards~~
- ~~Complete low-level maintenance work - Elementary Head Custodians and Leadworkers~~

Duties assigned by the District will not begin until all user needs have been fulfilled. When a user requires a custodian exclusively for an event, no District duties will be assigned.

The custodian is responsible for securing areas assigned for group use as well as work areas where she/he may be assigned to work while the event is in progress. In an emergency, the custodian may be required to check and/or secure other areas at the site not specifically assigned to him/her. Custodians are encouraged to check the periphery of the site before leaving to assure that security procedures are in place.

When two or more custodians in the same job classification are assigned at the same site, on the same day and at the same time~~, the most senior custodian~~ ~~will~~ none will have "lead"~~ or "head"~~ responsibilities~~, provided their acceptance of performing "lead" or "head" responsibilities~~.

When a leadworker and one or more custodians are assigned to the same site, on the same day and at the same time, the leadworker may perform leadworker duties when District work has been assigned that requires a team effort toward completion.

7. **Compensation** - Custodians assigned extra work are guaranteed a minimum of four (4) hours for each assignment.

Custodians are encouraged to not work more than 12 ~~8~~ hours of overtime in a 24-hour period. A 24-hour period begins at 12:01 AM and ends at Midnight the same day. Extra work shifts may be split into four (4) hour segments.

Rest breaks and meal periods: One 15-minute rest break in each four (4) hour period. One 30-minute meal break in an eight (8) hour shift.

When a custodian has been assigned to a specific user activity and the user has not shown up one hour after the scheduled arrival time, the custodian ~~will be assigned duties within their job description at the site for no more than a total of four (4) hours and will be paid .~~ may secure the site and leave the premises. Overtime compensation for that time will be paid at four (4) hours regardless. No District work will be required.

The District Custodial Supervisor will coordinate the delivery and pick up of keys to/from custodians assigned extra work at sites other than their own. Building security procedures will be explained where required.

Tentative agreement has been reached on Article 45 on April 23, 2026

Ryan Sheehy, Chief, Human Resources, MDUSD

Ed Moore, Teamsters 856 Labor Representative

