CONTRACTUAL AGREEMENT

July 1, 2026 through June 30, 2029

between

MT. DIABLO UNIFIED SCHOOL DISTRICT

and

TEAMSTERS LOCAL UNION NO. 856

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

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MANAGEMENT RIGHTS

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

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

ARTICLE 1

RECOGNITION

The District recognizes Teamsters Local Union No. 856 ("Teamsters") as the exclusive representative of the employees in the Custodial, Food Service, Landscape, Maintenance, Information Technology, Transportation, Warehouse, Substitute Custodian, Substitute Groundskeeper, and Substitute School Bus Driver Unit pursuant to Chapter 10.7 (commencing with Section 3540) of the Government Code.

ARTICLE 2

COVERAGE

The Custodial, Food Service, Landscape, Maintenance, Information Technology, Transportation, Warehouse, Substitute Custodian, Substitute Groundskeeper, 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 Food Service Worker III
Computer Systems Technician
Computer/Office Equipment Technician

Custodial Leadworker I
Custodial Leadworker II
Custodial Leadworker II, Roving
Custodian
Custodian, Elementary Head
Custodian, PM
Custodian, PM, Roving
Custodian, PM, Substitute
Custodian, Substitute
Custodian, Traveling
Electrical/Electronics Leadworker, Senior
Electrician
Electro-Mechanical Technician
Electronics Technician
Equipment Mechanic
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 Transport Driver
General Maintenance Worker
General Maintenance Worker, Senior
Glazier/Carpenter
Grounds Worker I
Grounds Worker II
Grounds Worker III
Grounds Senior Leadworker
Groundskeeper, Substitute
Heating and A/C Mechanic
Heating Equipment Lube/Service Tech
Inventory & Materials Storekeeper
Irrigation Technician
I.T. Support Specialist
Lead Food Service Worker I
Lead Food Service Worker II
Lead Food Service Worker III
Locksmith/Carpenter
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
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

1. Substitute School Bus Drivers

   For purposes of this Agreement, Substitute School Bus Drivers are those who have completed all legal and District training and licensing requirements and who possess appropriate licenses.

2. Substitute Custodians

   For purposes of this Agreement, Substitute Custodians are those who have successfully completed all District requirements for training and have been certified by the District as qualified substitute custodians.

3. Substitute Groundskeepers

   For purposes of this Agreement, Substitute Groundskeepers are those who have successfully completed all District requirements for training and have been certified by the District as qualified substitute groundkeepers.

C. Coverage of Agreement

This Agreement applies only to probationary and permanent employees in the Custodial, Food Service, Landscape, Maintenance, Information Technology, Transportation, Warehouse, Substitute Custodian, Substitute Groundskeeper, and

Substitute School Bus Driver Unit. Only Article 44 applies to Substitute Custodian, Substitute Groundskeeper, and Substitute School Bus Drivers.

D. Creation of New Job Classifications

Other than positions classified as Supervisory, Confidential, or Management, the District shall notify and consult with Teamsters prior to the creation of new job classifications. Any dispute concerning the District's assignment of new classifications to a bargaining unit shall be referred to the Public Employment Relations Board.

ARTICLE 3

ORGANIZATIONAL SECURITY

A. Agency Shop

Unit members who are members of Teamsters and have authorized, or who may authorize in the future, deductions of their Teamsters dues, initiation, and/or assessment fees, shall have such dues and fees deducted for the remainder of this Agreement for each member who has, continues to, or may authorize such deductions.

B. Remittance of Dues

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

C. Defense and Indemnification

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

D. Unit Member Information

The District will provide Teamsters with information on a monthly basis, along with the dues remittance information provided in section B above, showing changes in: 1) unit member addresses (including phone and email contact information), 2) unit member classification, and 3) unit member employment status, i.e., termination, deceased. The manner of providing and format of such information shall be determined by the District, based on efficiency and practicality, and may change according to advances in compatible District technology.

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

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

F. The District shall provide Teamsters with the names, job title, department, work location, work, home/personal cellular telephone numbers, personal email addresses, home address of each newly hired employees within thirty (30) days of hire or by the first pay period of the month following hire.

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 Teamsters and/or the employee or employees filing the grievance. Teamsters 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 their representative, or both, may present a grievance while on duty. In 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 be self-represented at any formal step of this procedure. If the grievant is self-represented, Teamsters 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 self-representing 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 Grievance 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 Grievance Form and shall be filed with the appropriate Director, School Principal, or Department designee. If submitted by email, the grievance shall also be sent to the Chief of Human Resources or designee. The 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 Teamsters representative.

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

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

H. Formal Grievance - Step 3 (Chief of Human Resources or 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 of Human Resources or designee. The grievant shall identify each aspect of the Step 2 decision with which the grievant disagrees.

2. The Chief Human Resources or designee shall have a conference with the grievant and consider as fully as they deem necessary the circumstances of the grievance.

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

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 Step 3 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 Teamsters' 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, and 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 designee or by any member or representative of the administration or Board against any grievant, member of Teamsters, 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 their 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 themself 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 their duty time if that will unduly interfere with the employee's work. Any disagreement over this access shall be immediately referred to the Chief of Human Resources for determination. Provision of this remedy shall not bar use of the Grievance Procedure.

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

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.

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.

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. Request to Work Day Shift: During Fall Break, Thanksgiving Break, Winter Break, Spring Break, and Summer Recess, custodial employees regularly assigned to the PM shift may request the option to work a day shift

schedule for the duration of the applicable break period. 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).

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 Teamsters.

   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 Teamsters.

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.

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.)*

ARTICLE 6

OVERTIME/SCHEDULED EXTRA WORK

A. Overtime Defined

Upon prior approval of a supervisor, an employee may be required to work overtime in an emergency or for another valid reason. Overtime is work:

1. On holidays. All employees assigned to work on holidays will receive cash compensation or compensatory time off at a rate of time and one-half (1.5) in addition to the regular pay received for the holiday.

2. In excess of eight (8) hours in any one (1) day.

3. In excess of forty (40) hours in any one (1) week.

4. Performed on the sixth (6th) or seventh (7th) day in any one (1) calendar week where an employee's assignment has averaged four (4) hours or more during the previous five (5) consecutive days.

5. Performed on the seventh (7th) day in any one (1) calendar week where an employee's assignment has averaged less than four (4) hours during the work week.

B. Overtime Compensation*

Overtime may be taken as compensatory time off (CTO), paid at the rate of one and one-half (1.5) times the hours worked or paid at the rate of one and one-half (1.5) 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 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 CTO shall be allowed to use such time within twelve (12) calendar months after making the request if the use of the CTO 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

Scheduled extra work that is performed in the Custodial Section that requires a return to the work site and is actually worked shall be paid at the appropriate rate for a minimum of four (4) hours or the period worked, whichever is greater.

Staffing and duties to be performed on extra work assignments shall be the responsibility of the District Custodial Supervisor.

A Custodian scheduled for an extra work assignment which cancels with less than twenty-four (24) hours' notice shall be compensated for four (4) hours at the appropriate rate and shall not be required to perform custodial services for the required time (see Article 45).

D. Maintenance/Landscape Extra Work

Scheduled extra work that requires the employee to remain at their job site shall be compensated at the appropriate rate of pay. Scheduled extra work that is performed in the Maintenance and Landscape Sections that requires a return to the work site and is actually worked shall be paid at the appropriate rate for a minimum of four (4) hours or the period worked, whichever is greater.

Staffing and duties to be performed on extra work assignments shall be the responsibility of the immediate supervisor.

Scheduled extra work shall be rotated by seniority among employees within each classification, each department, and at each work site.

District will post extra work rotation schedules. Employees accepting or refusing extra work will rotate to the bottom of the schedule.

Employees will be compensated for four (4) hours at the appropriate rate of pay if the extra work is canceled with less than twenty-four (24) hours' notice to the employee.

E. Maintenance/Landscape Sections Emergency Extra Work

Emergency extra work shall be defined as a sudden, unforeseen condition or

conditions or state of affairs calling for immediate action which requires an employee to remain at their job site.

Emergency extra work shall be rotated by seniority insofar as practicable, among employees within each classification, each department, and at each site.

F. I.T. Department On-Call Work

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

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

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

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

ARTICLE 7

CALL BACK TIME

An employee called back to work by a supervisor for unscheduled or emergency work after completion of their regular assignment, and after having departed the work site or

having checked out on a time clock, shall be compensated for at least four (4) hours of work at the appropriate rate, irrespective of the actual time less than that required to work.

An employee who is asked to work by a supervisor for unscheduled or emergency work prior to the beginning of their regular assignment, and is already on the work site or premises, shall be compensated for the actual time worked at the appropriate rate.

An employee who is asked to work remotely by a supervisor for unscheduled or emergency work shall be compensated for the actual time worked at the appropriate rate for at least one (1) hour of work at the appropriate rate.

Call back work shall be rotated by seniority among employees within each classification, each department, and at each work site, insofar as practicable.

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 Teamsters with advance written notice of any decision to contract out bargaining unit work.

ARTICLE 9

VACATION*

A. Vacation Accrual

1. Employees assigned to regular full-time positions earn vacation at the rate of one and one-sixth (1.1666) work days for each month of paid service. Employees assigned to regular part-time positions earn vacation at the same ratio as their work assignments bear to a full-time assignment.

2. Beginning with the fifth (5th) year of service, vacation is earned at the rate of one and one-half (1.5) work days for each month of service. Beginning with the eleventh (11th) year of service, vacation is earned at the rate of two (2) work days for each month of service. Vacation accrual for an employee with a twelve (12) month assignment is summarized as follows:

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

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

B. New Employees

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

C. Interruption of Vacation

1. An employee who becomes seriously ill, or is seriously injured, or has a recurrence of an industrial accident or injury during their scheduled vacation period, shall promptly notify the District of such illness or injury. The employee may request that the time be deducted from their earned sick leave and that the vacation period be rescheduled at a later date, or be extended. Approval of any such request shall be based upon the medical verification.

2. An employee shall be permitted to terminate vacation leave in order to begin bereavement leave as provided in this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

3. An employee on vacation whose immediate family member becomes seriously or critically ill, calling for the services of a physician, shall promptly notify the District of such illness. The employee may request that their vacation be interrupted and that Personal Necessity Leave be utilized pursuant to Article 20, section B(1)(c). The use of Personal Necessity leave in such instances shall not extend or modify the employee's original scheduled date of return; however, this shall not restrict an employee from utilizing their entitlement to Personal Necessity Leave pursuant to Article 20.

D. Scheduling Vacations

1. Vacation shall be scheduled through the use of the District's Absence Management System or a written form (i.e., Classified Personnel Absence Report Form) on an annual cycle, January 1st through December 31st. Employees must submit their written vacation 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 designee shall respond to requests for vacation as soon as possible but within ten (10) 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 thirty (30) days' 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 of Human Resources.

E. Vacation Accumulation

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

Thereafter, at any time an employee reaches their maximum accrual plus the maximum carryover of 10 days, the employee will cease accruing additional vacation hours until such time as the balance falls below the accumulation cap. After September 30, 2022, no employee shall accrue vacation hours until such time as the balance falls below the accumulation cap. Employees will then have their monthly accrual again beginning the next calendar month (going forward without accrual credit for any prior months while capped) and will continue each month going forward unless they again reach their vacation accrual cap. Any employees above the accumulation cap on September 30, 2022, shall retain all existing accrued vacation hours until used or until their separation or retirement from the District at which time all remaining vacation leave will be paid out. However, this overage will not, effective at the approval day of this bargaining agreement, be otherwise subject to pay out except for separation/retirement.

F. Reassignment

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

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

ARTICLE 10

HOLIDAYS

A. Holidays Specified

A regular employee is entitled to payment for authorized holidays, provided they were in a paid status during any portion of their work day immediately preceding or succeeding the holiday. Authorized holidays include:

January 1 (New Year's Day)
Third Monday in January (Dr. Martin Luther King, Jr.'s Birthday)
March 31 (Cesar Chavez Day)
Third Monday in February (President's Day)
A day to be determined during the Spring Recess (Board Holiday)
Last Monday in May (Memorial Day)
June 19 (Juneteenth)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
A Thursday in November (Thanksgiving Day)
A Friday in November (Succeeding Thanksgiving Day)
December 25 (Christmas Day)

B. Choice Day

Annual choice of one of the following:

- Day **before** December 25 (Christmas Day)
- Day **after** December 25 (Christmas Day)
- Day **before** January 1 (New Year’s Day)

C. Second Choice Day (260 Day Employees Only)

260 Day employees will be granted an additional one (1) day as a (second) annual choice within the following:

- November School Recess “Thanksgiving Week”
- Winter Recess

- Spring Recess

D. Floating Holiday

One additional holiday designated as a "floating holiday" shall be granted. The date of such holiday shall be selected by the employee subject to approval of the District. That approval shall not be unreasonably withheld. However, Food Service and Transportation employees shall be paid for a floating holiday on the last working day of the January payroll.

E. Additional Holidays

The District shall comply with Education Code Section 37220.

F. Saturday and Sunday Holidays

If the holiday falls on Saturday, the preceding work day not a holiday shall be deemed to be the holiday. If the holiday falls on Sunday, the following work day not a holiday shall be deemed to be that holiday. Should this cause a holiday to fall on a school day, the District and Teamsters shall select another day as the holiday.

G. Holiday Eligibility

Employees who are not normally assigned to duty on the holidays of December 25, January 1, and choice day (December 24 or December 26 or December 31) shall be paid for those holidays provided that they were in a paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the holiday period.

H. Compensation for Holiday Work

All employees assigned to work on holidays shall receive cash compensation or

CTO* at a rate of time and one half (1.5) in addition to the regular pay received for the holiday.

*Excludes Food Service, School Bus Driver, Substitute Custodian, and Substitute School Bus Driver employees.

I. Bus drivers who work on a non-Public School calendar and are scheduled to work on days designated as Board Holidays shall receive compensation at a rate of one and a half times (1.5) regular pay or as CTO, at the employee's designation.

ARTICLE 11

GENERAL TERMS RESPECTING LEAVES OF ABSENCE

A. Break in Service

No leave of absence granted by the District shall be deemed to be a break in service. An unpaid leave of absence which exceeds thirty (30) calendar days shall result in adjustment of longevity, step increase, and seniority dates.

B. Return to Position

1. An employee returning from paid leave shall be returned to the site and position held prior to taking such leave, provided the position still exists.

2. An employee returning from unpaid leave of less than three (3) months shall be returned to the site and position held prior to taking such leave, provided the position still exists. An employee returning from unpaid leave of greater than three (3) months shall be returned to a position in the same classification held prior to taking such leave, provided a position exists.

3. No employee returning from leave shall have greater right to a position than they would have if they had not gone on leave.

C. Continuation of Health, Dental, and Vision Coverage

An employee on unpaid leave may continue their coverage under the District's health, dental, and vision plans then in effect or changed during the period of leave, at the employee's expense. The employee shall remit the full cost of the health premium to the carrier in advance. An employee on paid leave shall continue to have the premium payments made by the District as provided in this Agreement.

D. Immediate Family

"Immediate family" means husband or wife, mother or father, step-parents, sister or brother, son or daughter, son-in-law or daughter-in-law, brother-in-law or sister-in-law of the employee or the employee's spouse, grandchild of the employee or of the employee's spouse, grandmother or grandfather of the employee or of the employee's spouse, uncle or aunt of the employee or of the employee's spouse, niece or nephew of the employee or of the employee's spouse, or any resident of the immediate household.

E. General Leave

1. The employee may be granted up to thirty (30) days unpaid leave at the discretion of the Chief of Human Resources or designee.

2. Unpaid leave beyond thirty (30) days or paid leave, in such amounts as may be decided, may be granted at the discretion of the Board of Education.

3. Any request for leave shall be submitted to the Executive Director of Human Resources or designee, at least thirty (30) days in advance of the requested leave, unless an emergency situation exists.

4. Leave for retraining and study may be applied for under this section.

5. This leave is in addition to any other leave provided by the Agreement.

F. Absence Verification

Any absence in paid status requires submission of a Classified Personnel Absence Report upon return to work or at the end of the month of any continuous absence.

G. Thirty-nine (39) Month Reemployment List

Pursuant to Education Code Section 45192 and Board Policy an employee who has used all leaves, paid and unpaid, may be placed on a thirty-nine (39) month reemployment list.

ARTICLE 12

BEREAVEMENT LEAVE

An employee shall be granted up to a maximum of four (4) days leave with full pay in the event of the death of any member of the employee's immediate family, or five (5) days if travel beyond two hundred (200) miles is required, or ten (10) days if travel beyond the continental United States is required. An employee may elect to use, as additional bereavement leave, all or a portion of the ten (10) days of personal necessity leave.

ARTICLE 13

IMPROVEMENT OF HEALTH LEAVE

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

ARTICLE 14

INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

A. Accrual and Definition

An employee shall receive sixty (60) work days leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the employee becomes ill or is injured while they are serving the District and the accident or illness is reported to the agency handling Workers Compensation claims in accordance with their regulations and the agency accepts responsibility for the treatment of the employee.

B. Non-Accumulation

Allowable leave shall not be accumulated from year to year.

C. Administration

1. Industrial accident or illness leave will commence on the first day of absence.

2. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers Compensation laws of this State, exceed the normal wage for the day.

3. Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers Compensation.

4. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

5. The industrial accident or illness leave of absence shall be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave shall then be used; but if an employee is receiving temporary disability (TD) payments through Workers Compensation, they shall be entitled to use only so much of their accumulated sick leave or available sick leave, accumulated CTO, vacation, or other available leave which, when added to the TD payments through Workers Compensation, provide for a full day's wage or salary.

6. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, CTO, or other available leave provided by law, the employee shall endorse to the District wage loss benefit checks received under the Workers Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement (per CalPERS regulations) and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

7. Any employee receiving benefits provided in this Article shall, during the periods of injury or illness, remain within the State of California unless the Superintendent authorizes travel outside the State.

8. The Superintendent or designee shall require certification by the attending physician that the employee is medically able to return to and perform the duties of their position.

9. An accident report shall be filed with the appropriate department within twenty-four (24) hours after the occurrence of the accident.

ARTICLE 15

MATERNITY LEAVE

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

ARTICLE 16

MILITARY LEAVE

A. General Entitlement

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

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

1. Eligible unit members shall be entitled to receive up to one hundred and eighty (180) calendar days of District-paid medical, dental, and vision benefits pursuant to Education Code Section 44018, subdivision (b)(2) and this Agreement.

2. If a unit member remains on active military duty beyond the 180 calendar days set forth above, the District shall, pursuant to Education Code Section 44108 subdivision (b)(1) and this Agreement, provide the unit member a monthly stipend sufficient to cover the cost of continuing the unit member's health and welfare benefits on a month-to-month basis for the duration of the unit member's active military duty. The unit member shall execute, as

necessary, authorization(s) needed to implement this provision, including but not limited to, an Internal Revenue Code (IRC) Section 125 payroll authorization.

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

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

ARTICLE 17

NEW PARENT LEAVE

A. Newborn

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

B. Adoption

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

C. Parental Leave

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

1. Eligibility

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

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

2. Entitlement

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

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

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

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

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

This article provides a separate and distinct 12-workweek pay entitlement for parental leave which is in addition to any other differential pay leave. An employee is eligible for parental leave with difference pay even if they have used all five (5) months of differential pay due to extended illness.

This leave may be utilized anytime during the year following birth or placement of a child and may be split over two (2) school years if it has not been exhausted.

A bonding leave does not have to be taken in one continuous period of time; the minimum duration of the leave shall be two (2) weeks, except that the District can grant a request for a leave of less than two weeks' duration on any two (2) occasions with prior notice. Any leave taken must be concluded within one (1) year of the birth or placement of the child with the employee.

ARTICLE 18

OFFICIAL APPEARANCE AND JURY LEAVE

A. Official Appearance

A paid leave of absence shall be granted an employee when ordered to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

B. Jury Duty

A paid leave of absence shall be granted an employee when called for jury duty during regular working hours. The unit member must provide two (2) weeks' advance notice of jury service, provided the Court gives timely notice to the employee.

C. Compensation

Any amount received as jury or witness fees by employee(s) granted such leaves of absence shall be paid to the District. Any mileage or parking allowance shall not be deemed to be a fee.

ARTICLE 19

ORGANIZATIONAL LEAVE

The District shall grant release time for union business to officers and representatives designated by Teamsters to a total of twenty (20) days each calendar year. Prior notice of ten (10) business days for the requested leave shall be given by Teamsters to the immediate supervisor and the Director of Human Resources and approval of the immediate supervisor must be obtained prior to the taking of such leave. Teamsters shall reimburse the District for the cost of a substitute, if needed. This is separate from the release time provided for Job Stewards in Article 4, Section Q(1).

ARTICLE 20

PERSONAL NECESSITY LEAVE

A. Use of Sick Leave

1. An employee may use their accumulated sick leave in cases of personal necessity. Use of sick leave under this term is limited to ten (10) days in any fiscal year.

2. An absence form stating the conditions which caused the absence shall be submitted to the District indicating that sick leave was used for personal necessity. The employee may be required to furnish additional information.

B. Conditions of Use

1. Reasons which shall be considered as personal necessities are the following, and prior notice is not required:

    a. Death of a member of the immediate family. This is in addition to normal bereavement leave.

b. Accident involving the employee's person or property, or the person or property of a member of the immediate family.

c. Serious or critical illness of a member of the immediate family calling for services of a physician.

2. An employee shall give prior written notice for the use of personal necessity leave for the following reasons:

a. Appearance in any court or administrative tribunal as a litigant.

b. Personal Business. This does not include any vacation or recreational use or any use related to employment either present or prospective. The business must be something that cannot be accomplished other than during the employee's regular working hours, or deferred to a more convenient date to accommodate the work schedule.

ARTICLE 21

RELIGIOUS OBSERVANCE

A leave of absence without pay, not to exceed two (2) days in any fiscal year, shall be granted employees for observance of a religious holiday of their faith.

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 they 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 their supervisor no later than one (1) hour before their shift is to begin on 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 their expected return to work; the employee must notify their 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 their 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 by Human Resources. A copy of this notice shall also be provided to Teamsters at the time of issue, however, inadvertent failure to provide such copy to Teamsters shall not constitute grounds for a grievance and/or relieve the affected employee of their 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 their 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 their 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 their donation of tissue or organ(s) to a member of their immediate family.

Procedure:

1. When an employee chooses to donate some of their accrued sick leave and/or vacation hours to another employee in need, they 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. Donation Limits

    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 their 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 their 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 their vacation leave below an earned leave balance of forty (40) hours.

4. No employee is eligible to receive a donation if they have used more than their current annual entitlement of sick leave/personal necessity leave in two of the last three (3) 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 their current annual sick leave entitlement, then their earned vacation days and CTO. 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 twelve (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.

ARTICLE 23

FAMILY CARE LEAVE

The District shall abide by Federal and State family care leave requirements as well as related leaves within this Agreement.

ARTICLE 24

SALARY ADMINISTRATION

A. Initial Placement

All new employees assigned to a regular position shall receive the first step of the salary range for the class to which the position is assigned unless after review by a Human Resources Administrator it is deemed that the candidate has relevant experience working in the same job class at another school district or in a related field. In this case, the candidate would receive steps of payment comparable to the years of experience, not to exceed Step 4.

B. Step Increases

An employee occupying a regular full-time or part-time position shall advance to the next higher step on the appropriate salary range following completion of six (6) months of probationary service in the class. The employee's Anniversary Date shall be established for future five (5) percent annual merit step adjustments at this time. Such Anniversary Date shall be established on the first day of the month, or the first day of the following month if the first increment date falls during the sixteenth (16th) to the end of the month. Following the initial merit step advancement, succeeding step adjustments shall be granted annually on the employee's established Anniversary Date. The merit step advancement may be denied or delayed if the employee's evaluator gives them an overall rating of unsatisfactory. Denial of a step increase shall be subject to the Grievance Procedure.

C. Longevity Pay

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

D. Time of Payment

All employees, except hourly, shall be paid on the last working day of the month in which the work is performed. However, Food Service and School Bus Drivers shall be paid on the last working day of the month provided the work was performed by the fifteenth (15th) day of that month. Hourly employees and overtime shall be paid no later than the tenth (10th) day of the calendar month following the month in which the work was performed, provided the work was performed by the twentieth (20th) day of the month. Upon mutual written agreement between Teamsters and the District, a different payment schedule may be established for specific employee groups.

E. Assignment Out of Classification

An employee temporarily assigned by their supervisor to the work of another classification for a period of one full work day or more shall be placed on the salary range for that classification. The step placement shall be to that step which permits a full step higher salary than that received in the employee's normal classification, if possible.

In the occurrence an employee works thirty (30) consecutive work days in a vacant position, the vacant position must be posted unless the Board of Education or Superintendent enact a hiring freeze or hiring pause.

F. Split Shift Differential

An employee(s) whose work day is divided into shifts separated by periods in excess of one (1) hour shall receive a paid meal break of thirty (30) minutes.

G. Differential Compensation

1. **Meal Break** - Differential compensation is provided in the form of a paid meal break of thirty minutes (30) for all employees, including those assigned to substitute and short-term assignments, who work more than five (5) hours on an evening or night shift.

2. **Shift Differential -** Employees assigned to work on the swing shift (swing shift is defined as any shift beginning at or after 11:00 a.m.) shall receive an additional five (5) percent salary differential and employees assigned to the night shift (11:00 p.m. to 7:00 a.m.) shall receive a seven and one-half (7.5) percent salary differential. This differential is based on their assigned monthly or hourly rate of pay.

H. Certification and License Differential

The District shall pay a five (5) percent differential to all employees who are required by the District to have and maintain a special license or certification in addition to any specified in their job description.

I. Hazard Pay

General Maintenance Workers assigned to work the hot asphalt kettle shall be paid an additional five (5) percent of their hourly rate for the hours worked in that assignment.

J. Safety Shoe Allowance

The District shall provide a safety shoe allowance of up to a maximum of two hundred dollars ($200) 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 designee. Eligible employees shall received 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) reimbursement and those who may be eligible for the lesser reimbursement of one hundred dollars ($100), as they do not require boots but require non-slip shoes.

ARTICLE 25

SALARY

FOR 2026-2027 SCHOOL YEAR

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 2027-2028 SCHOOL YEAR

Effective July 1, 2027, 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 2028-2029 SCHOOL YEAR

Effective July 1, 2028, all unit members shall receive an ongoing salary increase of one percent (1.0%) to the salary schedule.

“Me Too Agreement”

If the District reaches a final, ratified agreement with MDEA which provides for an across-the-board salary schedule increase (or increase in district medical benefits contribution) in excess of the increase given to Teamsters, then Teamsters 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 Teamsters 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 Teamsters 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

Effective July 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). The full 2029 Kaiser CalPERS rate will establish a new minimum dollar amount of the District medical benefits contribution. 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%).

1. 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 four (4) hours per day or twenty (20) hours per week, or more, shall be eligible for non-prorated health benefits.

    b. Employees who work less than four (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 four (4) or more hours per day and twenty (20) or more hours per week.

C. Health Benefit Opt-Out

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

D. I.R.C. Section 125 Plan

A Section 125 Plan shall be available for unit members to use to pay with “pre-tax” dollars the difference between the District’s contribution toward medical benefits and the cost of a more expensive plan offered by CalPERS and selected by the employee. Such plans may also be utilized, within the sole discretion of the employee, to voluntarily purchase with pre-tax dollars other kinds of benefits, e.g., orthodontia, child care, etc. Purchase of these additional benefits is the employee’s sole responsibility. If an employee chooses to “set aside” a certain amount of money, but fails to fully utilize the amount within the plan year, any amount not used is surrendered to the District.

E. Employee Enrollment

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

F. Retirees

1. The District shall reimburse health and medical plan insurance premiums in accordance with the below schedule for those classified employees fifty-five (55) years of age or older retiring under the Public Employees Retirement System who are current members of the Classified Service having five (5)

years of full-time employment with the District until said employees become eligible for Medicare benefits subject to the follow criteria:

a. **Employees Who Retired ON or AFTER July 1, 2007**. For all employees who retired on or after July 1, 2007, the District shall contribute an amount which, when added to the Minimum Employer Contribution (MEC), will provide a total monthly contribution equal to the following:

- **Retirees In Kaiser Service Areas**: The rate for HMO coverage under the CalPERS Kaiser Plan, adjusted annually for the term of the agreement, unless the retiree's primary residence is outside a Kaiser service area as defined by Kaiser.

- **Retirees Outside Kaiser Service Areas:** The retiree shall provide sufficient written proof to the District that the retiree's primary residence is outside a Kaiser service area as defined by Kaiser. Upon receipt and verification of such documented proof, the District shall continue to contribute an amount which when added to the MEC, will provide a total monthly contribution up to the highest premium at each tier of coverage for HMO plans offered by CalPERS, to be adjusted annually for the term of the agreement. This shall be the District's maximum contribution amount; if the retiree's medical plan is less than this amount, the District shall contribute this lower amount.

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

b. Employees Who Retire Between July 1, 2011 and Up To and Including June 30, 2015. The District shall contribute an amount which, when added to the MEC, will provide a total monthly contribution equal to the calendar year 2010 Bay Area rate for Kaiser coverage in the CalPERS health plan. If the retiree's medical

plan is less than this amount, the District will contribute the lower amount.

c. **Employees Who Retire ON or AFTER July 1, 2015**. The District shall contribute an amount which, when added to the MEC, will provide a total monthly contribution equal to eighty percent (80%) of the 2015 Kaiser rate. If the retiree's medical plan is less than this amount, the District will contribute the lower amount. Proration is based upon the retiree FTE in accordance with the proration calculations listed under Health Benefits above.

d. **Medical and Dental Benefits for Members Who Retire ON or AFTER July 1, 2016:** Effective July 1, 2016, the District will reimburse or reinstate coverage, taking into account each individual retiree's circumstances, for medical benefits for the retiree only at the CalPERS Kaiser Rate as well as pay the cost of dental insurance for a maximum of ten (10) years or until the retiree reaches age sixty-five (65), whichever occurs first. In order to be eligible for retiree medical and dental benefits, the employee must have worked for the District for at least five (5) years prior to retirement. The employee must complete the appropriate application in the Benefit Department at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement.

2. **CalPERS Payment**

The District will contribute the MEC ($143.00 for 2021) directly to CalPERS for each eligible retiree for medical insurance. Pursuant to Government Code Section 22892 (c), this amount shall increase annually by at least five percent (5%) of the employer contribution for active employees until such time as both are equal. In addition, the District will contribute to each retiree who qualifies under Section E(1), on an individual basis an amount which, when added to the annual amount, will cover the plan as provided in Section E(1) of this Article.

Because CalPERS requires that its premiums be deducted from the retiree's CalPERS warrant, the District will provide, in advance, a reimbursement monthly up to the amount designated above. The retiree's tax liability for the reimbursement will be in accordance with Internal Revenue Code regulations. Reimbursements made through direct deposit are guaranteed to arrive at the retiree's designated financial institution on the first business day of each month.

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

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

G. Retirement Health Benefit and Incentive

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

H. Requirements/Conditions Imposed by Carriers

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

I. Payroll Deduction Rights and Information

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

J. Compensation in Lieu of Medical Coverage

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

K. Application of Grievance Procedure

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

ARTICLE 27

MILEAGE

A. Compensation

An employee(s) required by the District to use their own automobile in the performance of their duties and an employee(s) who is assigned by the District to more than one (1) work site shall be reimbursed at a rate equal to that allowed, without itemization, by the Internal Revenue Service for:

1. Travel between work sites approved by the District.

2. Meetings or activities assigned or approved by the District.
3. Other work-related responsibilities approved by the District.

B. Approval

Reimbursement requests for mileage (at the current I.R.S. rate when the miles were driven) shall be submitted in writing or electronically using a District approved written or electronic form. Reimbursement for required mileage shall be for miles actually driven.

ARTICLE 28

TOOLS AND EQUIPMENT

A. Supplying Tools

An employee(s) in the classification of Equipment Mechanic shall supply their own tools and equipment unless such tools or equipment are unique to the District's work requirements. Such personal tools or equipment shall be in good repair at the time of employment. The District shall provide any special tools or equipment. The District shall have the sole discretion to determine which tools shall be provided.

An employee(s) in the classification of Mechanical Service Technician shall supply their own tools and equipment as listed in the Mechanic's Standard Tool List. Each Mechanical Service Technician shall have a complete tool and equipment inventory as listed in the Mechanic's Standard Tool List upon their initial employment. Such personal tools or equipment shall be in good repair at the time of employment. All other tools and/or equipment not listed in the Mechanic's Standard Tool List shall be supplied by the District. The District shall use reasonable judgment in deciding whether to supply a particular tool and/or equipment to each Mechanical Service Technician or to include same as part of a Transportation Shop inventory pool. Any dispute by a Mechanical Service Technician(s) to the distribution and/or relevancy of a tool or equipment that is or should be supplied by the District shall be immediately referred by the parties to the Assistant Superintendent, Administrative Services or designee for resolution.

The District shall supply and launder work coveralls and jackets for Mechanical Service Technicians, Vehicle Service Technician(s), and Equipment Mechanic(s) to a limit pre-established by the District.

B. Inventory of Tools

Each Mechanical Service Technician and Equipment Mechanic shall maintain an up-to-date inventory of their tools and equipment which shall be filed with the supervisor.

C. Replacement of Tools

The District will in a timely manner replace worn or broken required personal equipment resulting from District usage with the same quality as that specifically listed in the inventory. Such worn equipment shall be submitted to the employee's supervisor and request made for replacement. Safeguarding required personal tools or equipment shall be the responsibility of the employee, and the District shall not be held liable for such equipment if it is lost or stolen.

However, the District shall compensate employees for the theft of required personal tools and equipment caused by a break-in at the District building and/or locked District vehicles. If thefts involve locked District vehicles, the affected employee must file a police report in order to receive compensation.

ARTICLE 29

PROPERTY DAMAGE*

Employees shall be reimbursed for loss or damage to personal property occurring in the scope of employment under the following conditions:

A. The loss or damage occurs through no fault of the employee.

B. All losses are subject to a ten dollar ($10.00) deductible provision.

C. The maximum reimbursement for any one (1) loss shall not exceed one hundred dollars ($100.00) except for articles of personal clothing, when the maximum for any one (1) loss shall be two hundred dollars ($200.00).

D. The deductible provision does not apply to damages to the clothing of an employee arising from an assault upon the employee.

E. If an employee files a claim for the loss or damage to personal property which has been brought to the work site, reimbursement shall be allowed under the terms of this contract provided that:

1. The personal property is for use in the scope of employment.

2. A written confirmation of the loss of or damage to personal property at work is obtained from the employee's immediate supervisor.

F. Damage to personal property concomitant to industrial accident shall not be subject to the deductible or maximum limitations indicated above.

*Article 28, related to employees in the classifications of Mechanical Service Technician and Equipment Mechanic, shall take precedence over this Article with reference to required tools and equipment.

ARTICLE 30

APPRENTICESHIP PROGRAM

Both the District and Teamsters shall participate in a State-registered apprenticeship program in accordance with the California Apprenticeship Law as set forth in the Labor Code. An apprentice shall be employed only at the work of the craft or trade to which they are registered.

The apprenticeship program will be implemented only by mutual agreement between Teamsters and the District.

ARTICLE 31

MEDICAL EXAMINATION

The District may require an employee to submit to a medical examination as a condition of continued employment. Any required examination may be conducted during regular working hours by a physician designated, scheduled and paid for by the District.

Any employee directed by the District to have a medical examination at a time other than during the employee's normal work hours will be paid at the appropriate rate.

This Article does not have application to typical medical requirements such as T.B. test, physical examinations which are a job description requirement, or examinations related to a workers compensation requirement.

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 that 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

1. 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 Chief of Human Resources or designee, after the employee has been orally notified of the allegation(s) and has been given an opportunity to respond.

2. 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

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 by a representative of their choice.

3. 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.

4. 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.

5. At the completion of the Skelly meeting, if requested, the District may elect to initiate specific disciplinary action. The employee/Teamsters 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/Teamsters in writing.

6. 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 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 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 Board of Education or an impartial third-party hearing officer, as determined by the 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 their 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 Teamsters.

c. **Demotion or Dismissal**

I. If a hearing is requested, it shall be conducted by an impartial third-party hearing officer (e.g., an arbitrator). The hearing officer shall be mutually selected by the District and Teamsters 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 their 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 Teamsters.

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 hearing officer’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 their stead for any scheduled hearing shall constitute a waiver of the hearing. Disciplinary action will be taken without a hearing.

ARTICLE 33

RELEASE OF NONPERMANENT AND PROBATIONARY EMPLOYEES

Nonpermanent and probationary employees may be released with or without cause from service at any time by the District. Upon request, all employees released from service with cause shall be provided a written explanation for their release from probation.

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

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 their 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 (1) or two (2) 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

Supervisors shall use the agreed upon evaluation form (Appendix B(1)).

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 their signature shall not be deemed to be an agreement with the evaluation. For permanent employees, negative information which could result in a "needs improvement" 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 (see Appendix B(2)).

   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 improvement" 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 the right to prepare and have attached to the evaluation their written comments in response to the evaluation. An employee shall have twenty (20) work days from receipt of the evaluation to submit and have attached to the evaluation their written comments.

ARTICLE 35

LAYOFF PROCEDURES

When the District determines that layoffs are necessary (Education Code sections 45114, 45308), procedures shall be administered under this Article.

A. Definitions:

1. **Employee:** An employee for the purposes of this Article is a permanent or probationary employee in the regular classified service.

2. **Layoff:** A layoff is an involuntary reduction in hours, reduction in hours per day, week, or month (i.e., reduction of number of days worked per year, separation from the classified service, or reassignment to a lower classification in lieu of layoff).

3. **Seniority:** Seniority for employees shall be based on the date of hire in their present classification plus higher classifications. Substitute time shall be excluded.

4. **Voluntary Layoff:** Voluntary layoff is employee consent to a reduction of hours or assignment to a lower classification in lieu of layoff.

B. Application & Bumping Rights:

1. The employee with the least seniority in the affected class plus seniority accrued from serving in a higher class shall be laid off first.

2. In determining order of layoff in a lateral class (where an employee moves or has moved from one class to another class at the same salary range) the original class, prior to lateral movement, shall be considered a lower class for purposes of seniority within class.

3. Any employee who, in order to avoid interruption of employment, voluntarily consents to a reduction in hours of employment or assignment to a lower class than that in which the employee has permanence is considered to have taken a voluntary layoff.

4. An employee laid off in one classification, who previously served in an equal or lower classification, may move/bump into that equal or lower classification if their seniority is greater than those employees presently serving in that classification.

5. An employee displaced from their classification as a result of being bumped shall have the same bumping right as set forth in Section B(4) above.

6. If two (2) or more employees subject to layoff have equal hire date seniority in the current classification, the determination as to who shall be laid off shall be made on the basis of the greater hire date seniority into permanent status, and if that be equal, then the determination shall be made by lot.

C. Notice of Layoff

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

1. A written preliminary notice of the recommendation of layoff due to lack of work or lack of funds shall be served on affected employees by certified mail no later than March 15, except as provided by law.

2. The notice shall contain: (1) the reason for the layoff; (2) the effective date of the layoff; (3) the employee's displacement rights, if any; (4) the employee's reemployment rights; (5) the employee's hearing rights, if the layoff is not due to expiration of a specially funded program; and (6) the employee's right to discuss the layoff with the Chief of Human Resources and/or designee.

3. Copies of Layoff Notices shall be provided to Teamsters.

4. Employees who have been given a notice of layoff due to expiration of a specially funded program shall be given written notice not less than sixty (60) days prior to the effective date of the layoff, informing them of their layoff date, displacement rights, if any, and reemployment rights. Employees shall respond in writing within ten (10) calendar days after receiving such notice, of their intent to exercise seniority rights for displacement to a lateral or lower classification or a reduction of assignments or hours.

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

1. If a hearing before an Administrative Law Judge is properly requested by the employee following receipt of a notice of layoff, the proceeding shall be conducted consistent with Education Code section 45117(c) and other applicable provisions of law.

2. A final notice of layoff shall be given to the employee before May 15th unless a continuance is granted after an employee's request for hearing is submitted. If a continuance is granted, the date to serve the final notice of layoff will be extended the number of calendar days of the continuance.

E. Reemployment Rights

1. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff. Involuntary layoff shall continue for thirty-nine (39) months from the date of layoff. Voluntary reassignment or demotion in lieu of layoff employees shall be placed on reemployment lists for an additional twenty-four (24) months.

2. Reemployment shall be in the reverse order of layoff.

3. Offers of reemployment shall be made on the basis of reemployment lists based on the highest seniority.

4. Such employees shall be notified by Certified/Registered mail at the last known address of record and/or shall be notified by telephone. The employee shall, if notified by mail, have three (3) work days from proof of service but in no case more than seven (7) work days from the date of postmark to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy.

5. Upon reemployment from layoff, an employee (permanent or probationary) shall return to the employment status they held prior to the layoff pursuant to this section and the Education Code.

    a. Permanent employees serving in a probationary status pursuant to a promotion:

        1. If a permanent employee should return to a promotional class within a twelve (12) month period following a layoff in which they were in a probationary status, the probationary time that they had served prior to the layoff shall all be credited toward their total probationary period.

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

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

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

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

F. Notification of Vacancy

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

G. Right of Refusal

An employee on a reemployment list may decline two (2) offers of reemployment in their former classification. After the second refusal, the employee's name shall be placed in inactive status until the employee notifies the District of their availability for work. No additional offers need be made, except upon a good cause the District may permit additional offers.

H. Board of Trustees

Layoffs and reemployment in accordance with the above procedure shall be subject to Article 4 (Grievance Procedure); however, an arbitrator's decision (Step 4) shall be advisory only. The arbitrator shall submit a written recommended decision to the grievant and Board of Education. The decision of the Board of Education shall be final and binding. Costs of arbitration shall be shared equally by the District and Teamsters.

I. Administrative Regulations

The District may adopt Administrative Regulations to carry out the provisions of

this Article. The implementation of this Section shall not deviate from Education Code section 45117, Government Code sections 11503 and 11505, or any other applicable provisions of law.

ARTICLE 36

PERSONNEL FILES

A. The official personnel file of each employee shall be maintained at the District administrative office.

B. Every employee shall have the right to inspect and obtain copies of materials in their personnel file upon request, except those excluded from inspection by the Education Code or other State law, provided that the inspection is made at a time

when such employee is not actually required to render service to the District. Exceptions to this procedure may be made in unusual circumstances.

C. An employee may also authorize in writing a Teamsters representative to also inspect their personnel file. Such reviews shall be reasonable in number, at reasonable intervals, at a reasonable time, and in the presence of a member of the administrative staff or designee.

D. All personnel files shall be kept in confidence and available for inspection only to other employees and members of the governing board when necessary in the proper administration of the District or the supervision of the employee.

E. Information of a derogatory nature, except material excluded from inspection by the Education Code or other State law, shall not be entered or filed unless and until the employee is given notice [ten (10) days if personally received by the employee or fifteen (15) days if mailed to the employee] and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary deduction. An affected employee shall be provided a copy of derogatory materials placed in their official personnel file. An employee shall have the right to enter, and have attached to any derogatory statement, their own comments thereon.

F. Material placed in the personnel file shall be placed in the file on or about the time of the incident(s) which caused the material to be drafted, or on or about the time the District became aware of the incident. Except for routine materials, material placed in a personnel file shall indicate the date on which it was received in the District Human Resources Office.

G. Upon written request by an employee, the District will remove derogatory material, other than the employee's regular evaluations, which was entered in their file more than two (2) calendar years prior to the date of the request, and place that derogatory material in a separate sealed envelope in the employee's personnel file. The envelope may be opened and the specific contents referred to at the request or with the permission of the employee. The employee or designee has a right to request to be present at any opening of the envelope. Further, the contents of the envelope may be opened and utilized by the District in any proceeding or controversy in which the employee first makes a factual contention regarding the events covered by the derogatory material in the envelope, to the extent that such material is required to rebut the employee's assertion at the level at which it was raised. The contents of the envelope will also be produced by the District as required by law.

H. 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).

ARTICLE 37

PROMOTIONS

A. Promotion is defined as movement from a lower classification to a higher classification within the bargaining unit.

B. Candidate selection process:

1. Candidates shall submit electronic or written applications (currently the District uses Edjoin). A confirmation email will be sent to the candidate upon successful receipt of the application.
2. The Human Resources Office shall, on the basis of the electronic or written application, determine if each candidate appears to meet the minimum requirements, as established in the job announcement.
3. An employee shall be ineligible to apply for promotion if:

    a. The employee's most recent evaluation (dated no more than one (1) year prior to the posting of a position or up to thirty (30) days of the candidate applying for the promotional position) has a general rating of "Needs improvement" or "Unsatisfactory" and was completed within the timeline set forth in Article 34(B)(3).

    b. The employee has been suspended without pay (Article 32(A)(4)) not more than one (1) year prior to the initial posting of a position.

4. Candidates meeting the minimum requirements or having any related experience shall be invited to take a written or performance assessment, if required. If a written or performance assessment is not required, the candidates shall be provided the opportunity to be interviewed by the selection team. Any candidate applying with one (1) year experience in a vacant position shall not be required to take a written or performance assessment and may move directly to the next step of the selection process. All internal candidates who meet the minimum requirements or have any related experience will be invited to interview with the exception of those that are prohibited from applying as set forth above and below.

5. Written or performance assessments and method of rating shall be developed by the Human Resources Office and shall be related to the actual requirements of the job as specified in the job description.

    a. Candidates who fail to pass the written or performance assessment shall receive written follow up from the District regarding areas of specific weakness and suggestions for improvement at the candidate's request.

    b. A candidate who passes a written and/or performance assessment shall not be required to re-take that assessment for a period of

twelve (12) months when applying for a promotion within the same classification.

6. Candidates who satisfactorily meet the criteria cited above shall be referred to the candidate selection team for interview. The selection team shall evaluate each candidate's qualifications based on the following:

   a. Letters of recommendation.
   b. Results of the oral interview.
   c. Qualifications (from application, resume, interview).
   d. Length of District service in similar positions based on hire date.

7. Voting members of a candidate selection team shall include an equal number of management appointees and Teamsters appointees. It may be chaired by a representative of the Human Resources Office. A majority vote of the team is required to qualify a candidate based on the above criteria. Employee members of the selection team shall be in a paid status when serving on the selection team.

C. In the event that a majority of the interview committee qualifies an internal candidate(s), the most senior candidate certified as qualified for the promotional opportunity, by majority vote of the selection team, shall be offered the position. Seniority within the job family shall be deemed greater than District seniority. Time in temporary assignments shall not be used to advantage employees in the seniority ranking.

D. In the event no internal candidates are qualified by the selection team, outside candidates may be selected for the position

E. Employees successfully completing an apprenticeship program shall be automatically promoted to positions in the journey level classification irrespective of the conditions of this Article.

F. Upon written request, reasons shall be provided in writing to unsuccessful candidates. This written response shall not be subject to the grievance process.

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

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

All vacancies will be first met through the transfer process (Article 41). All promotional opportunities within the bargaining unit shall be posted at all work sites where employees in the unit are regularly assigned for a period of six (6) work days.

H. Although Transfers/Promotions can be run concurrently, all vacancies will be first met through the transfer process (Article 41). All promotional opportunities within the bargaining unit shall be posted at all work sites where employees in the unit are regularly assigned for a period of six (6) work days.

I. During the winter, spring, and summer recesses, each available promotion will be posted at the District office and advertised on the District job line for the specified period(s) of time.

J. The District will provide Teamsters at least three (3) working days to appoint panel members for the Selection Team.

ARTICLE 38

REASSIGNMENT*

Custodial Assignment:

A. At the beginning of each school year the site administrator shall post the specific assignments of each position at each work site.

B. As vacancies occur at any given work site, the specific reassignment(s) to each position(s) at that site shall be accomplished with prime consideration being given to seniority. Overruling seniority shall be neither arbitrary nor capricious.

C. Teamsters and the District agree that on occasion there shall be circumstances that require the modification of an employee's assignment within a work site. Said modification of an employee's assignment shall be related to an equalized adjustment of their work schedule. If more than one (1) work station is affected, all work stations shall be re-bid according to seniority.

*Refer to Food Service Article 42.

ARTICLE 39

RECLASSIFICATION

A. Salary Placement of Reclassified Positions

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

such placement would result in an increase in excess of the final step, the employee shall be placed at the final step of the new range.

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

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

B. Incumbent Rights

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

C. Administrative Procedures

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

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

An employee who has been reclassified with their position shall be ineligible for subsequent reclassification with their position for a period of at least three (3) years from the initial action.

1. Employees wishing to initiate a reclassification of their position(s) will submit a request on the appropriate district form to the District/Teamsters reclassification committee by January 1 of each year. This request must include itemization of duties not contained in the existing job description. Only reclassification requests which substantiate that the position responsibilities significantly exceed the requirements of the current position description in areas requiring additional skills, greater

responsibility and decision-making requirements, or more hazardous physical performance requirements, shall be considered. Additional performance requirements shall also be considered. Additional workload in areas covered by the current job description shall not qualify the position for reclassification consideration. A reclassification request is not the basis for a wage comparison study or a comparable worth study.

2. The District/Teamsters Reclassification Committee will send a copy of the reclassification packet to the immediate supervisor. The supervisor will review the packet, complete Part II of the form and return the entire packet to the District/Teamsters Reclassification Committee. If the supervisor does not support the request, written rationale must be supplied to the committee with a copy to the employee. The employee may submit rebuttal in writing to the committee.

3. All reclassification requests shall be reviewed by a panel composed of one (1) Teamsters appointee, one (1) District appointee, and a third appointee agreed upon by the other two members. The cost of the third appointee shall be shared by Teamsters and the District. The panel shall meet once a year prior to January 31 each year. The employee(s) requesting the reclassification shall present their facts to the panel with any substantiating evidence. The committee shall review each request and make its recommendations to the Chief of Human Resources to a maximum of four (4) requests per year by February 15 each year. In extenuating circumstances, this number can be extended by mutual agreement.

4. The Chief of Human Resources shall investigate each request forwarded by the committee and make their recommendation to the Board of Education by March 15 each year.

5. The decision of the Chief of Human Resources on reclassification requests shall be final.

6. All approved reclassification requests shall be effective upon Board of Education approval and applied prospectively on July 1.

7. Teamsters and the District shall meet three (3) times in the month of July on an annual basis to review and/or update job descriptions for one classification (which may include more than one job description) that have not been reviewed and/or updated within a three (3) year period. Any updated or revised job description(s) will be presented to the Board no later than the first Board meeting in September of that calendar year. If by mutual agreement both parties need additional time to work on job descriptions, Teamsters and the District may extend the timeline by one (1) month.

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

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

8. Neither decisions on reclassification requests nor this procedure shall be subject to the grievance procedure of the Agreement.

ARTICLE 40

SAFETY

A. Reports of Unsafe Conditions

Employees shall immediately report alleged violations of unsafe working conditions. The employee shall first report alleged violations of unsafe working conditions to their immediate supervisor. The immediate supervisor shall respond in writing to the employee within five (5) work days from that reporting with a copy to Teamsters as to the timelines and the action to be taken. If the immediate supervisor has not resolved the condition within this period of time, the employee may then submit such alleged violations, in writing, to the appropriate department head. If the department head does not satisfactorily resolve the complaint within five (5) work days, the employee may then submit, in writing, their concerns to the Office of General Counsel. The Office of General Counsel shall respond in writing to the employee within ten (10) work days from the receipt of that written allegation, with a copy to Teamsters, as to the timelines and action to be taken.

An employee shall report immediately to their supervisor(s) any assault or threat upon the employee's person or property which arises out of their employment. The supervisor(s) shall immediately report the matter to the appropriate law enforcement agency.

B. The District shall be responsible for the distribution of safety rules to all personnel and for the activities of the Office of General Counsel to oversee the conditions of the District's facilities.

C. The District shall provide training for the operation of all present and new equipment.

D. The parties agree to establish a Safety Committee to be composed of equal members of District and Teamsters.

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 shall be posted online for a period of five (5) work days. Each school site and/or department will have a computer devise 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

4. 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.

   An employee on leave shall have the right to have their Job Representative file for the transfer in their 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 their probationary period.

   Exceptions may be made with reasonable cause at the discretion of the Chief of Human Resources.

8. Employees shall be ineligible to apply for transfer if:

   a. The employee's most recent evaluation (dated no more than one (1) 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. The employee 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 their regular job class duties. The District and Teamsters 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 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.

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

ARTICLE 42

FOOD SERVICE

A. Vacation

1. For purposes of computing vacation accrual, a year of service is defined as nine (9) months worked in any fiscal year. A break in service or a leave

without pay that exceeds three (3) months in any fiscal year will delay the increased vacation accrual rate.

2. Employees assigned to regular part-time positions earn vacation at the same ratio as their work assignments. Vacation accrual for part-time employees is as follows:

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

3. Employees shall receive cash in lieu of vacation days during non-work periods such as winter and spring recesses. Accruals shall be paid in full on January 10th and July 10th of each year. Vacation payments shall be identified on the check stub so that employees can clearly differentiate from regular pay.

4. Food Service employees may not take vacation on school days; however, special requests may be made by submitting a written request to the Director of Food and Nutrition Services.

B. Extra Work

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

1. The District Food Service Office shall maintain a list of employees who have expressed an interest in extra work assignments. This list will be updated prior to the end of the first full week of each regular school year. The Food Service Office will make every effort to ensure all employees are notified and given the opportunity to sign up if interested.

2. Extra work shall be offered by the Area Supervisor and rotated among site employees on a seniority basis by position. Should no one at the site be available, the Area Supervisor shall assign the work on a seniority basis by position off the extra work list. The appropriate rate shall be paid for this extra work.

3. An employee who agrees to work extra hours at another school site during the regular school day in order to provide coverage shall be paid for the travel time to that site in addition to mileage from their original site.

C. Reassignment

1. The assignments in the Food Service Department at each work site shall encompass all of the designated tasks of the employees in that classification at the work site.

2. The District may rotate the assignments of employees within their classifications for the purpose of allowing the employees the opportunity to train in all aspects of their jobs.

3. The Food and Nutrition Services Department will create a list of volunteers to be utilized first when coverage is needed at sites and when substitutes are not available. This list will be updated annually by the end of the first full week of school.

4. Employees who have been temporarily assigned by their supervisor to a higher classification shall receive the rate of pay for that classification for all time worked in that classification. Time worked in temporary assignments will count towards probationary periods in their regular positions and step increases.

5. The employee shall receive a five (5) percent out of class pay or advance to the nearest step in the higher classification salary range providing such advance is at least five (5) percent higher than the lower classification, whichever is greater.

6. Vacancies in a position shall be posted for transfer within thirty (30) days of vacancy and then posted for promotion, if no transfer is received, in accordance with Articles 41 and 37. If after these postings for transfer, promotion, and external candidates no one is hired into the position and the incumbent substituting in the position has no “Needs Improvement” or “Unsatisfactory” evaluations within the past calendar year, has not been suspended without pay within the past calendar year, and desires the position, that incumbent shall be given the position if it is mutually agreeable to both Teamsters and the District. In such a situation, the assessment for the position may be waived if it is mutually agreeable to both Teamsters and the District.

7. An employee who first reports to their assigned work site and who agrees to work at another school site during the regular school day in order to provide coverage shall receive mileage from their original site.

D. Professional Growth

The District and Teamsters agree to continue the Professional Growth program for Food Service Employees. (See Appendix E, the 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 Teamsters 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.

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 School 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 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 (2) 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 Improvement” 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 Human Resources. Teamsters, the Food and Nutrition Services Department, and Human Resources will work collaboratively to fill Summer School positions.

G. 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.

ARTICLE 43

TRANSPORTATION

A. Guaranteed Hours

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

Extra Board Positions. The minimum hours for a School Bus Driver working in a permanent or probationary position and not assigned to regular driving duties shall not be less than twenty-five (25) hours per week, five (5) hours per day. Extra Board drivers may be called upon to perform duties for an absent regular driver and/or drive assigned trips. Extra Board drivers should be used to provide greater flexibility in the assignments and hours worked by regular drivers. Extra Board drivers shall move, by seniority, into regular positions as they become available. Extra Board vacancies shall be filled by a substitute driver(s), by seniority, in a timely manner.

B. Interim Route Assignment

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

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

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

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

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

C. Routes - Description and Bidding

a. At the driver orientation, the Transportation Services Coordinator or designee shall notify all drivers of the date, time, and place that bidding will take place. Teamsters shop steward(s) may be present during bidding. At a time no earlier than the end of the second full week of school, but no later than the beginning of the sixth full week of school, the Transportation Services Coordinator or designee shall identify each route. By the end of the seventh full week of school each year, two copies of each route shall be posted in a location accessible to all drivers. This posting and any subsequent postings shall include specific hours, school sites, route sheets, driver route time, and type of equipment. Each posting may be completed and verified for accuracy by the Teamsters Shop Steward(s).

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

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

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

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

b. Once a driver's hours have been set as a result of the route bid process, they may be adjusted during the ten (10) work days following the conclusion of the route bidding process if a review of the route indicates that the original route bid time was misrepresented by the driver bidding on the route. After the ten (10) day adjustment window a bid cannot be reduced during the course of the school year, except as provided in Article 35, Layoff Procedures.

c. Drivers working under the guaranteed minimum hours will be assigned to the extra work list.

d. Routes may be changed during the year as required by changed circumstances.

D. Route Books

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

E. Minimum Hours

A driver whose actual driving hours are reduced by shortened school days may be assigned non-driving and/or driving duties within their normal home to school

working hours appropriate to their job description and which are normally performed by School Bus Drivers.

F. Seniority

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

G. Extra Work Assignments

1. Extra Work is anything other than home to school.

2. Sign-ups for extra work during the regular school year shall be held on orientation (Interim Route Assignment) day and again in the week preceding the winter recess period. Sign-up on any of the aforementioned dates shall constitute that driver's daily eligibility to be assigned/receive extra work during the regular school year on a seniority basis and in conjunction with other applicable portions of this Article. An extra-work sign-up sheet will be posted daily in a permanent location accessible to all drivers. Eligibility for extra work shall begin on the first working day in the period signed for and continue through the end of that period. Any driver who removes their name from an extra work list, without valid reason, must wait until the next scheduled sign-up to again be eligible for any extra work.

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

3. Extra work shall first be assigned by the Transportation Department to assure that all drivers have worked the guaranteed minimums set forth in Section A. After all qualified drivers have worked the guaranteed minimums, extra work assignments shall be assigned by seniority to available drivers who voluntarily place themselves on the extra work list. Such assignments, by seniority, shall be made in order to allow each driver on the extra work list to accumulate eight (8) hours per day. Assignment of extra work shall not be made in a manner which would penalize a senior driver's opportunity to work overtime.

4. A driver who works an assignment that begins one (1) hour or more after the completion of their work day shall receive no less than two (2) hours compensation at the appropriate rate. Drivers who work multiple assignments during this period which are then separated by period(s) of more than one (1) hour shall receive no less than the two (2) hours

compensation at the appropriate rate for each assignment. In the event that such an assignment is canceled with less than twenty-four (24) hours' notice to the driver, that driver shall receive two (2) hours compensation at straight time.

5. A driver who works an assignment on Saturday, Sunday, paid holiday, or a day within a regular school recess period shall receive no less than four (4) hours compensation at the appropriate rate for the initial assignment. Drivers who work multiple assignments during these days beyond an initial four (4) hour period, which are then separated by periods of more than one (1) hour, shall receive no less than two (2) hours compensation at the appropriate rate of pay for each such assignment. If the actual work performed during the initial four (4) hour period is less than the guaranteed minimum, no split shift differential shall be paid for that day.

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

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

6. Coverage of regular assignments in order to provide opportunity for extra work shall be subject to the following combination of factors:

   a. Seniority placement on the extra work list.
   b. Vehicle capacity.
   c. Location of route and employee.
   d. Minimum guarantee.

e. Legal hours.

7. Split Trips

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

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

8. A driver working below their guaranteed minimum or bid time, who turns down extra work in that day, shall not be brought up in their hours to the extent that the turndown affected those hours for that particular day. If the driver is at or above their guaranteed minimum or bid time on that day, no other penalty shall be incurred.

9. A driver who has voluntarily placed their name on an extra work list and then repeatedly turns down extra work assignments, without valid reason, shall have their name removed from the extra work list for a period not to exceed one (1) calendar month. A driver who receives a trip sheet at least forty-eight (48) hours in advance of the actual trip departure and then, without valid reason, turns back that trip assignment with less than twenty-four (24) hours notice to the Transportation Services Coordinator or designee shall have their name removed from the extra work list for a period not to exceed one (1) calendar month. A driver who repeatedly turns down extra work assignment(s), without valid reason, that would bring them up to their guaranteed minimum hours may be subject to disciplinary action.

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

H. Chartering Trips

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

I. Cadet Driving

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

J. Transportation Safety

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

K. Safety Check and Cleanup Time

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

L. Meal Allowance

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

M. Paid Hours for Transportation Instruction

School Bus Drivers shall be paid a stipend of up to ten (10) hours at straight time each year for attending State-mandated in-service provided by the District. Drivers that work on a Non-Public School assignment during mandated in-service shall be scheduled on an alternative date to complete the mandated in-service. Additional paid in-service time beyond the ten (10) hours must be preapproved by the Transportation Coordinator. In the last year of a valid School Bus Driver certificate, drivers will be paid for State and District required classroom instruction and up to five (5) hours of District required behind-the-wheel recertification instruction. Dispute by a driver to this behind-the-wheel allowance cap during their instruction which they feel is not adequate as a result of a Supervisor's direction or insistence of additional instruction shall be immediately directed to the Transportation Coordinator for resolution. School Bus Drivers shall be paid a stipend at straight time for testing with the California Highway Patrol (CHP)

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

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

N. Medical Examination and State Required Certificates

Upon completion of medical exam and obtaining a valid certificate, the District shall

pay for State-required certificates. The District shall pay for required physical examinations by the District's physician or an amount equal to those charges.

O. Vacation

1. New Employees

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

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

2. School Bus Drivers may choose to accumulate or be paid for their annual vacation leave accrual at the beginning of each school year. Said participation shall be renewed annually through sign-up sheets distributed to drivers on “interim route selection” day.

3. On “interim route selection” day through the final day of route bidding each school year, a driver may preschedule vacation leave by completing a Classified Personnel Absence Report indicating the day or days off that they are requesting. The completed form shall then be returned to the designated Transportation Supervisor. A submittal of a prescheduled vacation request(s) or not during this period shall not preclude a driver from requesting other vacation leave throughout a particular school year.

4. Upon receipt of a prescheduled vacation request(s), Transportation management shall immediately record each vacation request(s) on a

master school year calendar. When there are multiple vacation requests for a particular day or days, and when it would appear to impact service on home to school bus routes, Transportation management may deny those requests (by reverse seniority). If a driver feels that appropriate consideration was not exercised in approving their vacation request, an appeal may be made to the Director of Transportation. No more than three (3) drivers may be on vacation during school days. No vacation request shall be unreasonably denied based on any unsubstantiated, speculative, or presumed concern.

5. Drivers shall submit vacation request(s) to the designated Transportation Supervisor no less than two (2) weeks prior to the requested vacation date(s) excepting for prescheduled vacation requests as noted above. Those vacation request(s) shall be approved provided that no more than three (3) drivers are off on vacation leave for the requested day. Drivers may submit vacation requests for two (2) days or less with twenty-four (24) hours' notice and shall be approved provided that adequate work coverage can be obtained. No vacation request shall be unreasonably denied based on any unsubstantiated, speculative, or presumed concern.

6. A driver may elect to be paid accrued vacation leave for non-work day(s) that occur during school recess periods (i.e., Thanksgiving, Winter, Spring, etc.). Said vacation leave shall be entered and recorded on the appropriate time sheet.

7. In the event that a driver chooses to be paid for their annual vacation leave accrual in any given school year, said pay-off shall be made to them on July 10th of that year. Any vacation leave accrual(s) that the driver might have chosen to accumulate in a prior year(s) shall be carried forward to the succeeding school year. If a driver should choose to accumulate vacation leave, and at the end of a particular school year their accumulation exceeds a total of two hundred and seventy-two (272) hours, they shall receive a pay-off for their excess vacation leave on the scheduled pay-off date that year.

P. Summer Assignments

Summer School and Extended Year

Available assignments for summer school and/or extended school year sessions shall be assigned by the Transportation Coordinator or designee to those drivers who voluntarily place their names on a sign-up list(s). Assignment to routes shall be made with the greater route hours assigned to qualifying drivers in a descending order of seniority. Without valid reason, each driver shall be expected to complete the time period(s) they have signed up for. The minimum hours for summer school routes/extended school year (ESY) routes shall not be less than twenty-five (25) hours per week, five (5) hours per day. If necessary, the Director of Transportation

or designee may release summer school or extended school year drivers at any time. Extra work assignments during summer school and/or extended year shall be made in accordance with the applicable terms contained within Section G, Extra Work Assignments.

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

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, Section B(1) and (2), 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, Section 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 CHP certification after meeting the requirements set forth in Article 2, Section B(1). If no appointments exist, a Substitute School Bus Driver shall not work more than one hundred and ninety-four (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, Section 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 their 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 them 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 total hours of paid substitute service. If two (2) or more substitutes have the same number of total hours, seniority shall be determined by lot.

No Substitute Custodian shall work more than one hundred and ninety-four (194) days in a school year.

D. Vacant Custodial Positions - The District shall provide Teamsters with a list, on a monthly basis, of vacant custodial positions which are available to substitutes.

E. Substitute Custodians List - The District shall provide Teamsters with a monthly list of Substitute Custodians, 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 seventy-five percent (75%) of each 194-day substitute work year they worked as a substitute. (Example: Substitute works 75% in year one, and 50% in year two, then hired in year three in permanent position = 1 year seniority when hired.)

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 Teamsters 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). 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 Teamsters 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 Section B(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 to 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 (3) consecutive times for any reason (other District work excepted), their name will be removed from the list for a three (3) 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 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 they 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 them. 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, none will have "lead" 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 twelve (12) hours of overtime in a twenty-four (24) hour period. A 24-hour period begins at 12:01 a.m. and ends at Midnight (12:00 p.m.)the same day. Extra work shifts may be split into four (4) hour segments.

Rest breaks and meal periods: One fifteen (15)- -minute rest break in each four (4) hour period. One thirty (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 (1) hour after** the scheduled arrival time, the custodian may secure the site and leave the premises. Overtime compensation 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.

ARTICLE 46

LOW-LEVEL MAINTENANCE

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

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

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

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

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

1. Fix loose screws in tables, chairs, doors, equipment, light fixtures, etc.
2. Install pencil sharpeners and map rail or frames.
3. Replacement of floor tiles where safety is involved.
4. Painting to remove obscene words on painted portions of campus. (All paint to be provided by Maintenance only.)
5. Watering lawns and shrubs within fifty feet (50') of buildings.
6. Repairing or reattaching coving base where needed.
7. Replacing window screen.
8. Replacing light fixture tubes and screens/louvers/diffusers.
9. Replacing ground level heating system filters.
10. Replacing closer arms, door stops, and kick plates.
11. Replacing missing acoustical tile.
12. Unplugging door locks.
13. Replacing switchplates and plastic light covers.
14. Pruning where safety hazards are involved.
15. Replacing glides and casters.

16. Auger/Plunge clogged toilets/urinals before submitting plumber work orders.
17. Ensuring grease traps are cleaned and completed during summer and winter breaks *unless work order is necessary.*
18. Temporarily secure ground level broken windows, until glaziers can fully repair. (Material will be provided by Maintenance.)
19. Secure water leaks, turn off sinks and other fixtures in restrooms, classrooms, and kitchens.
20. Clean/Change cartridge at waterless urinals.

ARTICLE 47

VOLUNTEERS

In an effort to foster good relations among the District, Teamsters, and the community, the following guidelines have been developed for non-capital improvement volunteer projects in the District.

All volunteer projects shall be given initial approval by the individual school or site administrator. Project application(s) shall include the type of work, a site plan if applicable, a list of products and/or materials to be used, any equipment the individual or group proposes to use, and the timelines for beginning and completing the project(s) along with an action plan of who will be responsible for maintaining the project. All project application(s) shall be forwarded to the Director of Maintenance or designee. The Director of Maintenance or designee and any other appropriate management employee chosen by the Director of Maintenance or designee shall review and consider all comments made by Teamsters representatives prior to approving or disapproving any volunteer project application. The committee shall meet on a regularly scheduled basis. After the Director of Maintenance or designee makes their decision, three (3) copies of each project application along with any attachments shall be provided to Teamsters showing the Director of Maintenance or designee approval or disapproval. A weekly summary list shall also be provided to Teamsters.

The work to be performed shall be within the ability of the group completing the project. All volunteer projects are limited to the work that has been specifically approved. Supervision of the project(s) shall be provided by the volunteer group in cooperation with the school or site administrator. If deemed necessary by the Director of Maintenance or designee, an appropriate unit member may be assigned to provide technical support to the project. It shall be the responsibility of the District to inspect, monitor, and enforce all applicable State and District standards and procedures. It shall be the responsibility of the volunteer(s) to correct, complete, or otherwise make right any unsatisfactory work they perform. The District shall take appropriate action to hold volunteers accountable for the quality of work performed. If the District determines that corrective action is needed, the District shall make every effort to have the volunteers remedy the situation prior to considering alternatives.

The District may contract out work necessary to repair and/or clean up volunteer work.

No project(s) shall be approved where any portion of the work by volunteers is performed for any compensation, i.e., true volunteerism (no financial or material gain by an individual or group). Teamsters may only grieve violations(s) of this Article where the District had knowledge of unapproved volunteer work. The grievance may be grieved through the formal grievance process to the Superintendent. The Superintendent's decision shall be final and binding. Unapproved volunteer work which was unknown to the District, and therefore not subject to the grievance procedure, shall be addressed in a responsible and corrective manner by the District. Teamsters shall be advised of the action taken, excluding the specifics of confidential personnel issues.

The parties understand that under current PERB and California court decisions a school district cannot eliminate unit positions with the intention of utilizing volunteers in those positions in place of laid off unit members. The District shall comply with these decisions. It is agreed that the District's intent to use volunteer labor shall not be the cause of any bargaining unit member(s) or position(s) being eliminated through layoff as defined in Article 35 of this Agreement. If PERB, the courts, or the Legislature revise current law, the District and Teamsters will comply with the revised law.

The application form currently being used under Board Policy 1211 shall be used.

ARTICLE 48

APPLICATION

District Policies and Procedures have no application to this Agreement to the extent that the subject matter of such policies and procedures are covered to any extent by this Agreement.

ARTICLE 49

SAVINGS CLAUSE

A. Savings

If any provision of this Agreement should be held invalid or outside the scope of bargaining by operation of law or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.

B. Replacement of Severed Provisions

In the event of invalidation of any Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Section, insofar as such Section remains within the scope of bargaining.

ARTICLE 50

TERM

A. Duration

This Agreement will be effective July 1, 2026 through and including June 30, 2029 with no reopeners

B. Successor Agreement

Proposals for a Successor Agreement shall be presented no later than November 30, 2028.

ARTICLE 51

EFFECT OF AGREEMENT

A. Completion of Meet and Negotiation

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment. During the term of this Agreement, Teamsters expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or Teamsters at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

B. Should the District take action to change its practices in subjects within the scope of negotiations which are not a part of this Agreement, the District agrees to meet and negotiate concerning each action.

SIGNATURES

For the Board of Education:

President, Board of Education

Date

For Teamsters Local Union No. 856

Teamsters Representative

Date

NEGOTIATORS

For Mt. Diablo Unified School District

Ryan Sheehy
Melanie Koslow
Cris Lepe
Chris Clausen
Leanee Medina Estrada
Adrian Vargas
David Kruckenberg
Gustavo Aguilera
Alex Emmott

For Teamsters Local Union No. 856

Ed Moore
Juan Escobar
Jeanette Benitez
Miguel Gallegos
Henry Varela
Tito Cuenco
Gyongyi Iraheta
Diedra Peedle
Gerald Glasper
Ken Olson
Anthony Pichardo
Alex Zablah

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Appendix A

Mt. Diablo Unified School District
Teamsters (Maintenance/Operations/Transportation/Warehouse/Food Service) Unit
2026-2027 Salary Schedule
(3.64% Increase Effective July 1, 2026)

Position	Job Code	Range	Days per Year	Step 1	Step 2	Step 3	Step 4	Step 5
Auto Mechanic Assistant*		**501**	**hourly rate**	-	-	-	**34.31**	**36.01**
			annual (260 days)	-	-	-	71,365	74,901
Building Trades Leadworker, Senior		**589**	**hourly rate**	-	-	**42.74**	**44.85**	**47.11**
	BUILDSRLW		annual (260 days)	-	-	88,899	93,288	97,989
Carpenter		**533MA**	**hourly rate**	**36.91**	**38.75**	**40.69**	**42.72**	**44.86**
	CARPENTER		annual (260 days)	76,773	80,600	84,635	88,858	93,309
Carpenter Leadworker		**565**	**hourly rate**	-	-	**39.72**	**41.70**	**43.79**
	CARPENTLW		annual (260 days)	-	-	82,618	86,736	91,083
Cashier		**360**	**hourly rate**	**19.28**	**20.26**	**21.26**	**22.30**	**23.44**
	CASHIER	(SDO)	annual (193 days)	29,768	31,281	32,825	34,431	36,191
Cashier, Assistant		**354**	**hourly rate**	**19.01**	**19.89**	**20.85**	**21.93**	**23.02**
	CASHIERA	(SDO)	annual (193 days)	29,351	30,710	32,192	33,860	35,543
Central Kitchen Lead Food Service Work III		**537**	**hourly rate**	**33.09**	**34.74**	**36.46**	**38.29**	**40.20**
	CKLDFD3-1		annual (260 days)	68,827	72,259	75,837	79,643	83,616
Computer Systems Technician		**488**	**hourly rate**	**28.48**	**29.90**	**31.38**	**32.99**	**34.62**
	COMPTECH		annual (260 days)	59,238	62,192	65,270	68,619	72,010
Computer/Office Equipment Technician		**533**	**hourly rate**	-	-	**36.01**	**37.80**	**39.72**
	COMPEQTECH		annual (260 days)	-	-	74,901	78,624	82,618
Custodial Leadworker I*		**464**	**hourly rate**	**26.47**	**27.77**	**29.18**	**30.67**	**32.19**
	CUSTLW1		annual (260 days)	55,058	57,762	60,694	63,794	66,955
Custodial Leadworker II*		**479**	**hourly rate**	**27.81**	**29.19**	**30.67**	**32.19**	**33.79**
	CUSTLW2		annual (260 days)	57,845	60,715	63,794	66,955	70,283
Custodial Leadworker II, Roving*		**464**	**hourly rate**	**26.47**	**27.77**	**29.18**	**30.67**	**32.19**
	CUSTLWRV		annual (260 days)	55,058	57,762	60,694	63,794	66,955
Custodian		**400**	**hourly rate**	**21.79**	**22.85**	**24.02**	**25.21**	**26.47**
	CUSTODIAN		annual (260 days)	45,323	47,528	49,962	52,437	55,058
Custodian, Traveling*		**416**	**hourly rate**	**22.85**	**24.02**	**25.21**	**26.47**	**27.77**
	CUSTTRAVEL		annual (260 days)	47,528	49,962	52,437	55,058	57,762
Custodian PM*		**416**	**hourly rate**	**22.85**	**24.02**	**25.21**	**26.47**	**27.77**
	CUSTPM		annual (260 days)	47,528	49,962	52,437	55,058	57,762
Custodian PM, Roving*		**448**	**hourly rate**	**25.21**	**26.47**	**27.77**	**29.18**	**30.67**
	CUSTPMRV		annual (260 days)	52,437	55,058	57,762	60,694	63,794
Custodian PM, Substitute*		**416**	**hourly rate**	**22.85**	-	-	-	-
Custodian, Elementary Head		**479**	**hourly rate**	**27.81**	**29.19**	**30.67**	**32.19**	**33.79**
	ELHEADCUS		annual (260 days)	57,845	60,715	63,794	66,955	70,283
Custodian, Substitute		**400**	**hourly rate**	**21.79**	-	-	-	-
Delivery Service Worker		**422**	**hourly rate**	**23.29**	**24.43**	**25.71**	**26.96**	**28.29**
	DELSVCWK		annual (260 days)	48,443	50,814	53,477	56,077	58,843
Electrical/Electronics Leadworker, Senior		**589**	**hourly rate**	-	-	**42.74**	**44.85**	**47.11**
	ELECTSRLW		annual (260 days)	-	-	88,899	93,288	97,989
Electrical-Electronics Leadworker		**565**	**hourly rate**	-	-	**39.72**	**41.70**	**43.79**
	ELECTLW		annual (260 days)	-	-	82,618	86,736	91,083
Electrician		**533MA**	**hourly rate**	**36.91**	**38.75**	**40.69**	**42.72**	**44.86**
	ELECTRCN		annual (260 days)	76,773	80,600	84,635	88,858	93,309
Electro-Mechanical Leadworker, Senior		**589**	**hourly rate**	-	-	**42.74**	**44.85**	**47.11**
	MECHSRLW		annual (260 days)	-	-	88,899	93,288	97,989
Electro-Mechanical Technician		**589MA**	**hourly rate**	-	-	**48.08**	**50.45**	**52.99**
	ELMECHTECH		annual (260 days)	-	-	100,006	104,936	110,219

Electro-Mechanical Technician, Apprentice	**517**	**hourly rate**	**31.12**	**32.69**	**34.31**	**36.01**	**37.80**
ELMECHAPPR		annual (260 days)	64,730	67,995	71,365	74,901	78,624
Electronics Technician	**533MA**	**hourly rate**	**36.91**	**38.75**	**40.69**	**42.72**	**44.86**
ELECTROTEC		annual (260 days)	76,773	80,600	84,635	88,858	93,309
Energy Conservation Technician	**565**	**hourly rate**	**-**	**-**	**39.72**	**41.70**	**43.79**
		annual (260 days)	**-**	**-**	82,618	86,736	91,083
Equipment Mechanic	**533**	**hourly rate**	**-**	**-**	**36.01**	**37.80**	**39.72**
EQUIPMECH		annual (260 days)	**-**	**-**	74,901	78,624	82,618
Equipment Mechanic Technician	**565**	**hourly rate**	**-**	**-**	**39.72**	**41.70**	**43.79**
EQMECHTECH		annual (260 days)	**-**	**-**	82,618	86,736	91,083
Fire Systems Technician	**581MA**	**hourly rate**	**42.52**	**44.68**	**46.92**	**49.26**	**51.70**
FIRESYSTEC		annual (260 days)	88,442	92,934	97,594	102,461	107,536
Food & Nutrition Services Warehouse Attendan	**472**	**hourly rate**	**27.12**	**28.48**	**29.90**	**31.38**	**32.99**
TRUCKDR		annual (193 days)	41,873	43,973	46,166	48,451	50,937
Food & Nutrition Service Assistant	**355**	**hourly rate**	**22.63**	**23.76**	**24.94**	**26.19**	**27.51**
FDNUTRSA	(SDO)	annual (193 days)	34,941	36,685	38,507	40,437	42,475
Food & Nutrition Services Cook/Baker	**358**	**hourly rate**	**23.76**	**24.94**	**26.19**	**27.51**	**28.88**
FDCOOKBAK	(SDO)	annual (193 days)	36,685	38,507	40,437	42,475	44,591
Food Service Coordinator	**491**	**hourly rate**	**28.75**	**30.17**	**31.68**	**33.27**	**34.94**
FSCORD260		annual (260 days)	59,800	62,754	65,894	69,202	72,675
Food Service Production Instructor	**388**	**hourly rate**	**20.99**	**22.04**	**23.15**	**24.28**	**25.50**
FSPRODIN	(SDO)	annual (193 days)	32,409	34,030	35,744	37,488	39,372
Food Transport Assistant	**354**	**hourly rate**	**19.01**	**19.89**	**20.85**	**21.93**	**23.02**
FSTRNAST	(SDO)	annual (193 days)	29,351	30,710	32,192	33,860	35,543
Food Transport Driver	**416**	**hourly rate**	**22.85**	**24.02**	**25.21**	**26.47**	**27.77**
FSTRNSDR	(SDO)	annual (193 days)	35,280	37,087	38,924	40,870	42,877
General Maintenance Worker	**502MA**	**hourly rate**	**33.47**	**35.12**	**36.89**	**38.70**	**40.65**
GENMTCWK		annual (260 days)	69,618	73,050	76,731	80,496	84,552
General Maintenance Worker, Senior	**518MA**	**hourly rate**	**-**	**-**	**40.61**	**42.65**	**44.76**
SRGENMTC		annual (260 days)	**-**	**-**	84,469	88,712	93,101
Glazier/Carpenter	**533MA**	**hourly rate**	**36.91**	**38.75**	**40.69**	**42.72**	**44.86**
GLAZCARP		annual (260 days)	76,773	80,600	84,635	88,858	93,309
Grounds Leadworker, Senior	**590**	**hourly rate**	**-**	**-**	**44.86**	**47.12**	**49.46**
GRNDSRLW		annual (260 days)	**-**	**-**	93,309	98,010	102,877
Grounds Worker I	**424**	**hourly rate**	**24.44**	**25.67**	**26.96**	**28.29**	**29.70**
GRNDSWORK1		annual (260 days)	50,835	53,394	56,077	58,843	61,776
Grounds Worker II	**437**	**hourly rate**	**25.61**	**26.87**	**28.23**	**29.64**	**31.12**
GRNDSWORK2		annual (260 days)	53,269	55,890	58,718	61,651	64,730
Grounds Worker III	**518**	**hourly rate**	**32.73**	**34.39**	**36.09**	**37.90**	**39.79**
GRNDSWORK3		annual (260 days)	68,078	71,531	75,067	78,832	82,763
Heating and A/C Leadworker	**581**	**hourly rate**	**37.80**	**39.72**	**41.70**	**43.79**	**45.96**
HVACLW		annual (260 days)	78,624	82,618	86,736	91,083	95,597
Heating and A/C Mechanic	**533MA**	**hourly rate**	**36.91**	**38.75**	**40.69**	**42.72**	**44.86**
HVACMECH		annual (260 days)	76,773	80,600	84,635	88,858	93,309
Heating Equipment Lub/Service Tech	**511MA**	**hourly rate**	**34.39**	**36.09**	**37.87**	**39.76**	**41.77**
HEATEQUIP		annual (260 days)	71,531	75,067	78,770	82,701	86,882
Inventory and Materials Storekeeper	**501**	**hourly rate**	**29.64**	**31.12**	**32.69**	**34.31**	**36.01**
INVENTORY		annual (260 days)	61,651	64,730	67,995	71,365	74,901
Irrigation Technician	**495**	**hourly rate**	**30.53**	**32.06**	**33.66**	**35.34**	**37.11**
IRRITECH		annual (260 days)	63,502	66,685	70,013	73,507	77,189
I.T. Support Specialist	**549**	**hourly rate**	**34.31**	**36.01**	**37.80**	**39.72**	**41.70**
ITSUPPSPEC		annual (217 days)	59,562	62,513	65,621	68,954	72,391
		annual (260 days)	71,365	74,901	78,624	82,618	86,736

	SITEC2-217	annual (217 days)	-	-	62,513	65,621	68,954
	SITEC2	annual (260 days)	-	-	74,901	78,624	82,618
Sprinkler Maintenance Technician	**495**	**hourly rate**	**30.53**	**32.06**	**33.66**	**35.34**	**37.11**
	SPRNKTECH	annual (260 days)	63,502	66,685	70,013	73,507	77,189
Technology Customer Help Desk Tech	**516**	**hourly rate**	**30.97**	**32.56**	**34.20**	**35.91**	**37.73**
	HELPDESK	annual (260 days)	64,418	67,725	71,136	74,693	78,478
Technology Customer Help Desk Tech (Sp. Ed.)	**516**	**hourly rate**	**30.97**	**32.56**	**34.20**	**35.91**	**37.73**
	HELPDESKSE	annual (260 days)	64,418	67,725	71,136	74,693	78,478
Technology Customer Help Desk Tech II	**531**	**hourly rate**	**32.46**	**34.07**	**35.81**	**37.61**	**39.46**
	HELPDESK2	annual (260 days)	67,517	70,866	74,485	78,229	82,077
Telecommunication Technician	**597**	**hourly rate**	**-**	**-**	**46.53**	**48.87**	**51.30**
	TECHTELEC	annual (260 days)	-	-	96,782	101,650	106,704
Tree Trimmer†	**518**	**hourly rate**	**32.73**	**34.39**	**36.09**	**37.90**	**39.79**
†Serves as the basis for a per diem differential compensation for those employees who are occasionally assigned to perform specialized tree climbing/pruning assignments.							
Transportation Scheduler	**549**	**hourly rate**	**34.31**	**36.01**	**37.80**	**39.72**	**41.70**
	TRNSCHEDGE/SE	annual (260 days)	71,365	74,901	78,624	82,618	86,736
Vehicle Service Technician II*	**460**	**hourly rate**	**26.15**	**27.47**	**28.82**	**30.27**	**31.79**
	VEHTECH2	annual (260 days)	54,392	57,138	59,946	62,962	66,123
Warehouse Attendant Truck Driver	**472**	**hourly rate**	**27.12**	**28.48**	**29.90**	**31.38**	**32.99**
	TRUCKDR	annual (260 days)	56,410	59,238	62,192	65,270	68,619
Warehouse Leadworker	**520**	**hourly rate**	**31.40**	**32.99**	**34.62**	**36.33**	**38.19**
	WHSELW	annual (260 days)	65,312	68,619	72,010	75,566	79,435
Welder	**533MA**	**hourly rate**	**36.91**	**38.75**	**40.69**	**42.72**	**44.86**
	WELDER	annual (260 days)	76,773	80,600	84,635	88,858	93,309

Longevity plan provides for additional 3.5% at 10 years, and 3.5% each 4 years thereafter.

An 8-hour day/40-hour week is 1.0 FTE (Full-Time Equivalent); a 6-hour day/30-hour week is 0.75 FTE, etc.

Annual amounts, above, are based on 1.0 FTE.

*Includes 5% differential for swing shift.

**Current positions receive 17.5% for weekend and night shifts.

†Position was abolished effective 3/15/17 per Board action 1/9/17.

***Food Service Assistant Substitute is paid at Step 1 or the first step over $15.00.

Board Approved: August 12, 2026

Appendix B(1)

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					
Exceeds Expectations	Satisfactory	Needs Improvement	Unsatisfactory		
				WORK QUALITY/EFFICIENCY	**COMMENTS:**
				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	**COMMENTS:**
				6. Complies with attendance procedures	
				7. Complies with assigned hours of work and schedules	
				8. Attends regularly	
				INTERPERSONAL SKILLS	**COMMENTS:**
				9. Works effectively with other employees, the public, and students	
				10. Maintains appropriate appearance and language	
				LEADERSHIP (if applicable)	**COMMENTS:**
				11. Ability to plan, lead, train and direct the work of others	

JOB STRENGTHS

Identify the employee's job strengths and any incidents of distinguished 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: ❑ Exceeds Expectations ❑ 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

I ❑Agree ❑Disagree with the conclusions of the rater.

_____ _____
Signature and Title of Reviewer Date

_____ _____
Signature of Employee Date

Appendix B(2)

Employee Name: _____ Employee ID#: _____ ____ B+ ____ Scan

PERFORMANCE IMPROVEMENT PLAN

PERFORMANCE AREA*:

Objective:

Plan and Timeline(s):

PERFORMANCE AREA*:

Objective:

Plan and Timeline(s):

I acknowledge receiving a copy of this Performance Improvement Plan.

_____
Signature of Employee Date

_____
Signature of Evaluator Date

_____
Signature of Reviewer Date

*Performance areas are work quality/efficiency, attendance, interpersonal skills, and leadership.

Per01066 2/17

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

Appendix C

MT. DIABLO UNIFIED SCHOOL DISTRICT

CLASSIFIED GRIEVANCE FORM
TEAMSTERS UNIT EMPLOYEES

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

Site/Department	Teamsters 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
_____	_____	_____

Appendix D

MEMORANDUM OF UNDERSTANDING

Items for Further Discussion and not part of the formal Agreement.

1. The District will re-emphasize the requirements of Article 47, “Volunteers,” to all affected managers and the importance of compliance.

2. The District will also emphasize the intent of Article 5, “Hours,” Section A2 regarding the appropriateness of interrupting a unit member’s break.

3. The District agrees to meet with principals/administrators in regard to interruption and/or interference with PM Custodian’s cleaning duties.

4. A District/Union committee will be established through The Office of General Counsel to discuss safety issues specific to PM Custodians at all sites.

5. The District assures the Union that safeguards are currently in place to deal with assigning a Food Service worker to events outside of normal working hours, when necessary.

Appendix E

FOOD AND NUTRITION SERVICES SKILLS DEVELOPMENT PROGRAM

A. Program Purpose

Skills development is designed to enhance the skill level of employees, improve the quality of job performance, and advance the goals of the Food and Nutrition Services program. Skills develompent 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 course or workshops offered by professional associations).

B. Skills Development and Related Categories

Effective July 1, 2026, the Skills Development 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.

1. Mandatory Annual Training (4 hours)

    a. Required for all employees prior to the start of the school year.
    b. Scheduled with at least three months' advance notice.
    c. Compensation: Two hundred dollars ($200) stipend per employee for full completion.

2. Additional Spring Training (4 hours)

    a. Offered during the Sprin In-Service Day.
    b. Voluntary participation for all employees.
    c. Compensation: Three hundred ($300) per employee for full day attendance.

3. Tuition Reimbursement Program

    a. Employees may request up to $1,000 per year for coursework.
    b. Limited to ten thousand dollars ($10,000) total District cost annually.
    c. Courses must align with current roles or career advancement within the department.
    d. Review and approval required from the Skills Develompent Committee, the employee's supervisor, and the Director of Food and Nutrition Services.

C. Eligibility for Participation in Tuition Reimbursement

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

2. 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 coursework or other skills development activities completed during the leave.

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

    a. At the request of their immediate supervisor to improve skills as a result of a performance improvement plan and/or unsatisfactory evaluation;
    b. While on paid time; and/or
    c. When the District pays for the course, program, and/or activity, whether on work time or on non-work time.

D. Qualified Activities for Tuition Reimbursement

The following are qualified activities for tuition reimbursement:

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

2. Coursework from an accredited college, university, community college, adult education center, or trade school.

3. CPR & First Aid courses.

E. Skills Development Review Committee

1. The Skills Development Review Committee shall consist of five (5) voting members, each serving a two-year term. Members shall be active program participants (except the administrator) who have completed a minimum of five (5) years of continuous service with the District. 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 than positions.

2. The Committee will include voluntary or elected representation as follows:

   Four (4) members – Food Services Unit employees.
   One (1) member – Director of Food and Nutrituion Services or designee.

3. 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 for financial impact must be approved by the Director of Food and Nutrition Services.

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

5. The Committee shall meet as needed for the following purposes:

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

6. Records will be maintained in the Food Service Department office.

7. The majority of the voting members constitutes a quorum.

F. Application Procedures and Required Documentation

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

    a. 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.

    b. Not later than the last day of the following June, complete coursework (or other qualified activity) and submit documentation of completion to the Committee.

    c. 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.

2. Employees must earn a grade of “C” or better for completed coursework and cannot earn additional credit for repeated courses unless approved by the Committee.

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

4. Verification for other qualified activities shall consist of a statement of the program activities or flyer signed by the instructor, trainer, or other appropriate person. Signed documentation should include the 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 Program Guidelines are effective July 1, 2026 through June 30, 2029.