# **CONTRACTUAL AGREEMENT**

# **BETWEEN THE**

# WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT



# **AND THE**

# **TEAMSTERS LOCAL UNION NO. 856**



RICHMOND, CALIFORNIA EFFECTIVE July 1, 2021 - June 30, 2022

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### ARTICLE 1 AGREEMENT

<u>Section 1.</u> The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the West Contra Costa Unified School District ("Board" or "District" or "Employer") and Teamsters Local Union No. 856 an employee organization.

<u>Section 2.</u> This Agreement is entered into pursuant to Chapter 10.7, Division 4, of Title 1 of the Government Code ("Act").

<u>Section 3.</u> This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2022.

2021-22 Reopeners on Article 15 Benefits

<u>Section 4.</u> Any offer in wages and benefits to any bargaining unit of a greater overall per employee amount (percentage) than that given to Teamsters 856 will be matched by the District.

# ARTICLE 2 UNION RECOGNITION

West Contra Costa Unified School District (hereinafter referred to as the employer) recognizes the Teamsters Local Union No. 856 (hereinafter referred to as Teamsters 856) as the sole and exclusive bargaining agent for all employees in classifications assigned to the negotiation unit consisting of the following sub-units:

- 1. General Services, Maintenance and Operations Unit.
- 2. Paraprofessional Unit.
- 3. Office and Technical Services Unit.
- 4. Temporary and Substitute Employees

The District recognizes that the work of the bargaining unit shall not be assigned to district personnel outside of the unit.

## **ARTICLE 3 ROSTER OF POSITIONS**

The District recognizes Teamsters 856 as the sole and exclusive bargaining agent for employees in the following classifications:

#### GENERAL SERVICES, MAINTENANCE AND OPERATIONS UNIT

Auto Mechanic Gardener/Tree Topper

Gardener Tree Topper Leadworker\* Auto Mechanic Trainee

General Mechanic Trainee **Building Maintenance Worker** 

General Mechanic Carpenter

Carpenter/Cabinet Maker Trainee Glazier

Concrete Mason Glazier Trainee

Custodian Head Custodian Elementary Custodian Spec Ed Preschool Heating and Ventilating Assistant **Duplications Specialist** Heating and Ventilating Trainee

Electrician Heating and Ventilating Mechanic Electronic Technician Irrigation Equipment Technician

Electrician Trainee Irrigation Technician

Equipment Central Warehouse/Worker/Driver Locksmith

**Equipment Mechanic** Locksmith Trainee

Field Maintenance Groundskeeper Mailroom Technician/Delivery Worker

Office Machines Repair Worker Field Maintenance Groundskeeper-Office Machine Technician

Leadworker

Field & Facilities Use Worker\* Painter

Painter Assistant Food Service Aide Food Service Aide/Clerk Painter Trainee

Food Service Communication Tech Special Plumber

Plumber Apprentice Food Production Lead Worker Food Service Operations Assistant Plumber Trainee

Food Service Driver Warehouse Worker Roofer

Food Service Transport Driver Roofer Trainee

Food Service Worker/Cashier Senior Duplication Specialist

Food Service Worker I Senior Office Machines Repairworker Senior Office Machine Technician Food Service Worker II

Food Service Worker Pot Washer Senior Warehouse Worker

Gardener Sheet Metal Worker

Gardener Leadworker **Utility Worker-Operations** Gardener Operator Warehouse Worker Driver

Gardener Operator Leadworker Welder

#### PARAPROFESSIONAL UNIT

Deaf and Hard of Hearing

ABA Aide

Babysitters

Accounts Payable Technician Instructional Assistant-Special Education/

Assistant Technology Paraprofessional Visually Impaired

Audiometrist\* Instructional Assistant-Special Education/

Bilingual Assessment Technician Head Occupational Therapist

Bilingual Assessment and Registration-Lead Assessment Technician Technician Library Media Specialist

Campus Safety Specialist I Lower Division Tutor\* Campus Safety Specialist II Lower Division Tutor Bilingual\*

**Dropout Prevention Specialist** Occupational Therapist

Elementary Playground Supervisor Research and Testing Assistant EL Community Worker Safety/Disaster Preparedness Officer EL Graduate Tutor Bilingual School Community Outreach Worker

EL Preschool Instructional Assistant School Community Outreach Worker-

EL Preschool Instructional Assistant-Bilingual

Bilingual School Community Worker

EL TK Instructional Assistant\* School Community Worker-Bilingual

EL TK Instructional Assistant-Bilingual\* School Health Aide

Special Education Employment Specialist EL Graduate Tutor Bilingual SPED Paraprofessional I **Graduate Tutor** 

SPED Paraprofessional II Graduate Tutor Bilingual Interpreter for the Deaf and Hard of Hearing SPED Paraprofessional III

Interpreter/Translator Bilingual Technical Assistant-Visual Impaired

Interpreter/Translator II Bilingual **Transportation Specialist** Instructional Aide Truancy Technician

Truancy Technician Bilingual Instructional Aide-Adult School

Instructional Aide-Bilingual **Upper Division Tutor\*** 

**Instructional Assistant** Upper Division Tutor Bilingual\*

Instructional Assistant-Special Education-Vision and Hearing Assistant for Teacher Bilingual

#### OFFICE AND TECHNICAL SERVICES UNIT

Academic Support Provider Accounts Payable Technician

Accountant II

Administrative Technician Accounting Technician Administrative Technician Bilingual Accounts Payable Specialist Asst Technology Paraprofessional

Attendance Clerk

Attendance Enrollment Specialist Attendance Enrollment Technician Bilingual Assessment Technician

**Budget Technician** 

California Special Education Management Information System (CASEMIS) Technician

Data Entry Clerk

Desktop Support Technician Facilities Use Technician

General Clerk

Human Resources Clerk

Human Resources Clerk Bilingual

Human Resources Credential Technician

Human Resources Technician Instructional Media Technician Information Technician Help Desk

IT Maker Space Manager Library Resource Secretary\*

Network Technician Operations Secretary Operations Technician

Payroll Clerk

Payroll Lead Technician\*
Payroll Technician
Purchasing Technician

Preschool Cashier

Procurement Training Technician

Registrar

School Secretary 1

School Secretary Bilingual Secondary School Cashier Senior Account Clerk

Senior Account Clerk--Food Service

Senior Budget Control Clerk

Senior Desktop Support Technician

Senior Duplication Specialist

Senior Office Machine Technician Senior School Facilities Specialist Special Education Technician Special Education Administration

Technician

Special Education Information Systems and

CALPADS Technician

Staff Secretary

Staff Secretary Bilingual State Reporting Technician

Student Information Systems Technician

Systems Administrator

Typist Clerk I

Typist Clerk I/Bilingual

Typist Clerk II/Work Experience Clerk

Typist Clerk II

Typist Clerk II/Bilingual

Typist Clerk III

Typist Clerk III/Bilingual VOIP Programmer Technician

<sup>\*</sup>Indicates Dormant Classification

#### TEMPORARY AND SUBSTITUTE EMPLOYEES

Effective October 17, 1983, all temporary and substitute employees working in classifications represented by Teamsters 856 in the General Services, Maintenance and Operations Unit, the Paraprofessional Unit, and the Office and Technical Services Unit shall be designated as included within the appropriate respective bargaining unit for purposes of representation in accordance with the applicable law.

# ARTICLE 4 NEGOTIATION PROCEDURES

Section 1. General: The District will negotiate with Teamsters 856 only on those matters defined in Section 3543.2 of Article 4, Chapter 10.7, Division 4, Title 1 of the Government Code as being within the scope of representation. The scope of representation shall be limited to matters relating to wages, hours of employment and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave and transfer policies, reassignment, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, 3548.8. Negotiated items shall not be renegotiated during the term of an Agreement. The final decision in all matters under negotiation shall rest with the Board of Education, as specified in Section 3549 of the Act.

<u>Section 2.</u> Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments, and cause the public notice provisions of law to be fulfilled.

<u>Section 3.</u> Commencement of Negotiations: Within ten (10) days of satisfaction of the public notice requirement, and not later than thirty (30) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of negotiating an Agreement.

<u>Section 4.</u> Impasse: If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new Agreement within thirty (30) days prior to the expiration date of this Agreement, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board. Once the impasse procedures have been invoked, the current Agreement shall remain in full force and effect until the conclusion of the impasse process.

<u>Section 5.</u> Release Time for Negotiations: Teamsters 856 shall have the right to designate thirteen (13) employees, who shall be given reasonable release time, to participate in negotiations. Substitutes shall be provided by the District when necessary.

<u>Section 6.</u> Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

#### **Section 7.** Statutory Changes:

- 1. Mandated modifications, revisions, additions or deletions of contract provisions herein which are brought about by the amendment, addition or deletion of statutory guarantees now provided in California or federal law shall be reflected in this Agreement.
- 2. Such shall obligate the parties within twenty (20) days of the effective date of the change to negotiate concerning such provisions within this Agreement.

#### **Section 8.** Savings Clause:

- 1. If any provisions of this Agreement should be held invalid by operation of law or by the final judgment of any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.
- 2. This Agreement constitutes the entire Agreement between the parties and concludes meet and negotiation on any subject, whether included in this Agreement or not except as noted above, for the term of this Agreement.

# ARTICLE 5 PERSONNEL FILES

<u>Section 1.</u> Access to Personnel Files--Education Code Section 44031: Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the employee involved. Such material is not to include ratings, reports, or records which:

- 1. were obtained prior to the employment of the person involved;
- 2. were prepared by identifiable examination board members;
- 3. were obtained in connection with a promotional examination.

Every employee shall have the right to inspect such materials on request, provided that the request is made at a time when such person is not actually required to render services to the District. Information of a derogatory nature, except material mentioned in Section 1.2, above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary deduction.

<u>Section 2.</u> Maintenance of Files: The personnel file of each employee shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against an

employee based upon materials which are not in the personnel file. Further, no adverse action shall be based upon materials which are contained in the personnel file unless the materials had been placed in the file at the time of the incident giving rise to such materials.

- <u>Section 3.</u> Examination of Files: An employee or his/her Teamsters 856 representative shall have the right at any reasonable time to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
- <u>Section 4.</u> All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The date of inspection along with the signature of the person(s) inspecting shall be entered in the file.
- <u>Section 5.</u> All derogatory material placed in an employee's file shall be signed and dated by the draft or and the employee on the day on which it was reviewed. Any written materials placed in a personnel file shall indicate the date received in the District Personnel Office.
- <u>Section 6.</u> All derogatory materials other than employee evaluations shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of two (2) years.
- <u>Section 7.</u> In no case shall unsubstantiated derogatory material be placed in the personnel file.
- <u>Section 8.</u> District will keep all trainings and certifications in personnel files germane to a person and their position which are turned in to the human resources office

### ARTICLE 6 UNION RIGHTS

- <u>Section 1.</u> Teamsters 856 and its members shall have the right to make use of school buildings and facilities at all reasonable hours. Additional costs beyond normal operating expenses shall be borne by Teamsters 856.
- <u>Section 2.</u> Teamsters 856 shall have reasonable access to the school mail system, subject to reasonable regulation, in order to facilitate the conduct of its business. Teamsters 856 may use employee mailboxes for communication to classified employees.
- <u>Section 3.</u> Teamsters 856 shall have the right to post notices of activities and matters of Teamsters 856 concern on Teamsters 856 bulletin board space, an adequate amount of which shall be provided in each school building in areas frequented by classified employees.
- <u>Section 4.</u> Teamsters 856 shall have the right of access at reasonable times to areas in which employees work.
- **Section 5.** The Board shall grant a paid leave to the President of Teamsters 856 during his/her term

in office according to a schedule submitted by the President prior to the beginning of each school year. Teamsters 856 shall reimburse the District for all costs.

<u>Section 6.</u> Names, addresses, and telephone numbers of all employees in the General Services, Maintenance and Operations Unit, the Paraprofessional Unit, and the Office/Technical Unit shall be provided without cost to Teamsters 856. The District will provide electronically, quarterly reports of membership lists that exclude retirees and non-supervisory classified personnel no longer working for the District.

<u>Section 7.</u> Seniority Roster: The employer shall maintain and make available an updated seniority roster indicating employees' class seniority and hire date seniority.

<u>Section 8.</u> All employees represented by Teamsters 856 shall be included in the West Contra Costa Unified School District Directory and shall receive a copy of the Directory each year commencing with 1984-85.

<u>Section 9.</u> The District shall make available to the Union notification of all additions and/or terminations of classified personnel immediately following an executive session of the Board of Education.

# ARTICLE 7 MAINTENANCE OF BENEFITS

Unless otherwise provided in this Agreement, the employer shall not unilaterally reduce or eliminate any employee benefit which is subject to the scope of provisions of this Agreement.

# ARTICLE 8 GRIEVANCE PROCEDURE

<u>Section 1.</u> General: It is the policy of the District and Teamsters 856 to develop and practice reasonable and effective means of resolving difficulties which may arise among employees, to reduce potential problems, and to establish channels of communication.

The grievant may elect in writing to represent himself/herself rather than have Teamsters 856 provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, Teamsters 856 shall be relieved of any further obligation of representation and shall be relieved of any obligation to share in any further expense of the grievance procedure including the costs of arbitration.

<u>Section 2.</u> Definition: A grievance is a claim by one or more of the members of the unit of Teamsters 856 that there has been a violation or misapplication of the Agreement which has adversely affected the member or members of the unit or Teamsters 856. A grievance must be

submitted within sixty (60) work days of when the employee knew or should have known of the violation or misapplication of the Agreement.

#### **Section 3.** Procedure:

- 1. Step One: An aggrieved employee may present directly or through his/her Shop Steward, his/her grievance to his/her immediate Supervisor. The grievance shall be submitted orally. (If circumstances indicate such, the grievance may be submitted in writing and must be responded to in writing within three (3) working days.) If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.
- 2. Step Two: If the grievance is not settled at Step One, within five (5) working days following the meeting or the written response, the aggrieved employee or his/her representative may submit the grievance in writing to the employee's Department Head. Upon receipt of a written grievance presented in accordance with this procedure, the Department Head shall meet with the aggrieved employee and his/her representative within five (5) working days. The Department Head may have such additional persons present as he/she deems necessary. If the grievance is not settled within three (3) working days thereafter, the written grievance may be referred to the employee's Division Head along with the Department Head's written response and a copy to the aggrieved employee.
- 3. Step Three: Upon receipt of a written grievance presented in accordance with this procedure, the Division Head shall arrange a meeting with the aggrieved employee, the employee's representative, and other personnel deemed necessary within five (5) working days. If the grievance is not settled, written response will be provided within five (5) working days following such meeting. The aggrieved employee or his/her representative may appeal to Step Four.
- 4. Step Four: If the grievance is not resolved at Step Three, the employee or his/her representative may pursue it further by submitting it to the Superintendent of Schools or designee, in writing, within ten (10) working days. The Superintendent, if not out of the District, shall render a decision, in writing within ten (10) working days. Should the Superintendent be out of the District, the ten (10) day period shall commence on the first day of the Superintendent's return.
- 5. Step Five: If the grievance has not been resolved at Step Four, the employee or his/her representative may submit the grievance, in writing, within ten (10) working days, to the Governing Board, through the Superintendent of Schools, requesting a hearing for further consideration. Teamsters 856 may elect to waive Step Five and proceed to Step Six.
- 6. Step Six: Arbitration
  - a. If the aggrieved is not satisfied with the decision of Step Five the grievant may request Teamsters 856 to appeal the decision to an arbitrator.

- b. If Teamsters 856 decides to appeal the grievance, notification of such must be sent to the Superintendent within ten (10) days.
- c. The Teamsters 856 representative and the Superintendent or designee shall meet within five (5) days to select an arbitrator.
- d. If agreement is not reached within five (5) days, either party may request the State Conciliation Service to submit a list of five (5) arbitrators qualified to hear the dispute. The parties shall select one (1) individual from the list supplied by the alternate strike method. The parties agree to immediately notify the arbitrator to schedule a hearing.

#### 7. Arbitration Hearing

- a. The arbitrator shall convene a hearing as soon as possible, no later than twenty (20) days after his/her selection, to consider evidence and arguments.
- b. The conduct of the hearing shall be at the discretion of the arbitrator who shall be guided by commonly-accepted rules of procedure for holding arbitration hearings.
- c. The arbitrator shall forward his/her decision to both parties not later than ten (10) days after the hearing is concluded.
- d. The award of the arbitrator shall be binding on both parties.
- e. Teamsters 856 and the District shall share the cost of the arbitrator equally. All other costs shall be paid by the party incurring them.
- f. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

#### **Section 4.** Miscellaneous Provisions:

- 1. No employee shall at any stage of the grievance procedure be required to meet with any administrator without organizational representation, nor shall any administrator or supervisor be required to meet with the employee without benefit of counsel or representation.
- 2. If the grievance arises from the action of authority higher than the Division Head, Department Head, or Principal of a school, Teamsters 856 may present such a grievance at the appropriate step of the grievance procedure.
- 3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time 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.

- 4. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.
- 5. Group Grievances: If the grievance involves employees with different immediate supervisors, the grievance may be filed at the appropriate step of the grievance procedure.
- 6. Policy Grievance: A policy grievance is any alleged violation of the written policies, rules or regulations of the Board of Education, or any alleged violation of standard District practice. A policy grievance may be submitted by Teamsters 856 at the appropriate step, generally Step Four. However, in a policy grievance the decision of the Board of Education at Step Five is final on all parties. It is the intention of Teamsters 856 not to utilize this policy grievance as a means to expand the scope of representation as defined in the Act.
- 7. Employee-Processed Grievance: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of Teamsters 856 as long as the adjustment is not inconsistent with the terms of this Agreement. Teamsters 856 shall be provided copies of any grievance filed by employees directly and any responses by the District. Prior to any resolution of any grievance, Teamsters 856 shall be provided with a copy of the proposed resolution for review. Teamsters 856 shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this agreement shall be subject to the grievance procedure.
- 8. Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure any District employees whose appearance is requested by the grievant or Teamsters 856. Any employee witnesses required to appear in connection with this article shall suffer no loss of pay.
- 9. Grievance Processing During Regular Working Hours: The grievant and the Teamsters 856 Shop Steward shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.
- 10. Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the Teamsters 856 Shop Steward, and those management, supervisory, and confidential employees directly involved in the grievance procedure.
- 11. Hierarchy: The supervisory administrative hierarchy described in the evaluation process shall be the same hierarchy for employees in General Services, Maintenance and Operations Unit.

# ARTICLE 9 UNION MEMBERSHIP AND DUES

#### Section 1.

- A. Teamsters 856 shall have the sole and exclusive right to have membership dues, initiation, and/or assessment fees voted by its membership deducted for employees in the bargaining unit by the employer. The employer shall, upon notification from Teamsters 856, deduct and make appropriate remittances for insurance premiums, credit union payments, savings bonds or other plans or programs jointly approved by Teamsters 856 and the employer. The employer shall initiate payment to the designated payee within ten (10) days of the deduction of all sums so deducted.
- B. Employees that have questions about dues deductions (discontinued/changed), representation, voting, negotiated benefits, or anything union related, shall be referred back to the appropriate Union Representative for Teamsters Local 856. The Union is responsible for processing requests and answering questions related to dues deduction and membership.

<u>Section 2.</u> Maintenance of Membership: Employees who are members of Teamsters 856 and have authorized, or who may authorize in the future, deductions of their Teamsters 856 dues, initiation and/or assessment fees, shall have such dues and fees deducted pursuant to the terms of Teamsters 856 membership card.

<u>Section 3.</u> Employees who are members of Teamsters 856 can participate and submit authorization cards to have voluntary payroll contributions to the Teamsters Civic Engagement Program (DRIVE).

#### Section 4.

- A. Remittance of Dues: The amounts deducted pursuant to Sections 1, 2, and 3, above, shall be remitted promptly to Teamsters 856 with an alphabetical list of the employees from whom deducted.
- B. If an existing employee who is a nonmember wishes to pay dues, the District will provide a membership application furnished by the Union to the employee and will provide a copy of the completed application to the Union representatives.
- C. New employees shall be provided a membership application furnished to the District by the Union during the employees' new employee orientation. The District will provide a copy of completed applications to the Union representatives.

<u>Section 5.</u> Indemnification: It is specifically agreed that the District assumes no obligations or liability, financial or otherwise, pursuant to payroll deductions other than those specified in this article. Teamsters 856 agrees that it will reimburse the District for any cost and indemnify and hold the District harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the District pursuant to this Article.

Section 6. In the event any portion of the California Government or Education Code is amended to

address the possibility of transfer of monies between Teamsters 856 and the District, the parties will reopen this section of the MOU to meet and confer regarding the change in law.

<u>Section 7.</u> The parties incorporate by reference the provisions of Education Code sections 45060 and 45168 into this MOU.

- A. The District shall not communicate with employees regarding the costs incurred by employees for Union dues. Such information will only be communicated by Union representatives or stewards. Union stewards and/or Union Representatives will provide this information to new hires in conjunction with AB119.
- B. The District will provide written notice of both Employer-wide and department level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Union, at least ten (10) business days prior to the event.
- C. The new employee orientation notice provided to the Union will include the date, time and location of the orientation.
- D. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation.
- E. A bargaining unit member attending orientation as the Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the names of any employees who wish to be released at least 48 hours in advance to the District.
- F. The District's Human Resources Department shall furnish to the Union a list containing name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the District, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire. The District shall also provide the Union with a list of that information for all employees in the bargaining unit at least every 120 days. The information identified in this section shall be provided to the Union regardless of whether the newly hired employee was previously employed by the District.
- G. In the event any portion of the California Government Code is amended to address the transfer of monies between the Union and the District, the parties will meet and confer regarding the change in law and record any agreement in writing.

# ARTICLE 10 WORKING HOURS, REST PERIODS, LUNCH TIME, ABSENCE FROM DUTY, CALL-IN TIME

#### **Section 1.** Working Hours:

#### General Services, Maintenance, and Operations Unit

- 1. The standard work week for employees in the General Services, Maintenance and Operations Unit shall consist of not more than thirty-seven and one-half (37-1/2) hours, seven and one-half (7-1/2) hours per day, Monday through Friday.
- 2. Working hours for employees in the classification of custodian shall consist of not less than twenty (20) hours per week, four (4) hours per day.
- 3. Working hours on all of the above shall be set according to the needs of the particular job and assignment.

#### **Paraprofessional Unit**

- 1. The standard work week for employees in the Paraprofessional Unit shall consist of not more than thirty-seven and one-half (37-1/2) hours, seven and one-half (7-1/2) hours, per day, Monday through Friday. Working hours shall be set according to the needs of the particular job assignment.
- 2. It is agreed that in the classification of Paraprofessional I assigned to the RSP program at the elementary level, the District may reduce the current assignment of positions as they become vacant from the current staffing level to 3.5 hours per day, through attrition only.

#### Office and Technical Services Unit

- 1. The standard work week for employees in the Office and Technical Services Unit shall consist of not more than thirty-seven and one-half (37-1/2) hours, seven and one-half (7-1/2) hours per day, Monday through Friday. Working hours shall be set according to the needs of the particular job and assignment.
- 2. All bargaining unit employees referred to as "ten-month" employees will be guaranteed a minimum of ten (10) months and eight (8) days, with the exception that School Secretary 1 shall be guaranteed a minimum of ten (10) months and ten (10) days working time. Any reduction in days or hours can only be done for lack of work or lack of funds and in accordance with layoff procedures.
- 3. Summer School Assignments: All summer work shall be considered regular employment and shall be in accordance with Education Code, Section 45102. All summer school assignments shall be posted and bids completed by no later than May 1.

Section 2. Rest Periods: All bargaining unit employees shall be granted rest periods which, insofar as practical, shall be in the middle of each work period, at the rate of fifteen (15) minutes per three and three-quarters (3-3/4) hours worked or major fraction thereof. Specified periods may be designated only when the operations of the District require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their supervisors. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee.

Section 3. Lunch Time: All classified employees shall have uninterrupted lunch time. The actual time assigned shall be according to the schedule for their particular department and for the convenience of the District but to the extent possible around the usual lunch time of a shift. The length of time for such lunch period shall be for not less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. An employee required to work during his/her lunch period shall receive either compensatory time off or pay at the rate of time and one-half (1-1/2) for all time worked during the normal lunch period.

#### General Services, Maintenance, and Operations Unit

1. Head Custodian 1, Elementary and Head Custodian 1, Castro shall have lunch time of thirty (30) minutes included in working time of seven and one-half (7 1/2) hours per day. However, his/her lunch time can be interrupted to perform an essentia60

#### Office & Technical Service Unit

1. Any School Secretary who is interrupted during his/her lunch period shall receive compensation at the rate of time and one-half for the entire lunch period.

<u>Section 4.</u> Absence from Duty: Classified employees are not to be absent from duty, except as otherwise provided, without permission of an Assistant Superintendent, Principal, or Department Head. All absences must be reported by the Department Head on proper forms and forwarded to the Payroll Office.

<u>Section 5.</u> Call-In Time: Any employee called into work on a day when the employee is not scheduled to work shall receive a minimum of four (4) hours of pay at the appropriate rate of pay under this Agreement. Right of Refusal: Any employee shall have the right to reject any offer or request for call-in time.

**Section 6.** Split Shift Differential: Employees working a split shift shall receive twenty-one (\$21.00) dollars per month additional compensation.

#### **Section 7.** Night Shift Differential:

<u>Section 8.</u> Extra Hours, Substitute Work: Employees in the bargaining unit represented by Teamsters 856 shall be offered first opportunity to work extra hours, or perform substitute work for which they are qualified and available under the following conditions:

1. If the anticipated absence is thirty (30) calendar days or more,

- 2. restricted to the same work site,
- 3. restricted to positions that increased in work hours,
- 4. most eligible senior person is given the opportunity,
- 5. limited to positions of four (4) hours/day or more,
- 6. work is in same classification.

#### **Section 9.** Breaks and Lunch Schedules

A. District and Union agree that Teamsters 856 Classified Employees who work the following number of hours shall receive the commensurate break(s) and/or Lunch:

# Hours Worked per Da	y # of Breaks	Lunch? (Yes/No)
1 Hour	0	No
2 Hours	0	No
3 Hours	1	No
3 ½ Hours	1	No
4 Hours	1	No
5 Hours	1	No
5 ½ Hours	1	Yes
6 Hours	1	Yes
6 ½ Hours	2	Yes
7 Hours	2	Yes
7 ½ Hours	2	Yes

- B. The above breakdown for number of hours represents the number of paid hours of work based on the Full Time Equivalent (FTE) for a particular classification. For example, a 0.6667 FTE is the equivalent of 5 hours, which means that the employee would be entitled to one (1) paid 15-minute break and no lunch break. A 0.9333 FTE is the equivalent of 7 hours, which means that the employee would be entitled to two (2) paid 15-minute breaks and a 30-minute unpaid lunch break. The total paid time for a .9333 FTE is 7 hours yet the shift length is 7 ½ hours to account for the 30-minute unpaid lunch. This paragraph does not supersede contract language for classifications that have working lunches or other alternatives.
- C. For those Teamsters 856 classifications that work partial hours that are not specifically represented above, the hours shall be rounded up. For example, if the employee is a 0.8333 FTE, which is 6 ½ hours of paid time, 6 ½ is equivalent to 6.25, which would cause the number to be rounded up to 6.3. 6.3 is closer to 6.5 than 6.0, which means that the employee would follow the 6 ½ hour employees and be entitled to 2 breaks and an unpaid lunch break. The paid time is still 6 ¼ hours yet the shift is 6 ¾ hours long.
- D. Union reserves the right to address issues with District that are not specifically identified in the chart above or in the examples listed.
- E. Union and District mutually agree to disseminate the information contained in this

agreement to all of its stakeholders. District will make the appropriate changes to its information systems.

#### Section 10. Summer Work Schedule

The Summer work schedule, beginning the week following the last week of school and ending the first week of August, shall shift to a 4-day work week. Full time employees shall work 9.375 hours per day and have the Friday of that week as a non-work day. Should a holiday fall on the week (Independence Day / Juneteenth) the full-time employees shall revert to a normal 7.5-hour work day for that week and received the paid holiday as a day off.

- A. Employees in Operations support classifications, may, with supervisor consent, remain on a traditional 5-day work schedule during this period.
- B. Employees may choose to continue to work a 7.5-hour day with supervisor notification and have vacation time deducted daily for the balance of the work day during this summer schedule
- C. The parties agree to meet and confer regarding the implementation of the summer schedule as needed.

### ARTICLE 11 LEAVES OF ABSENCE

Section 1. Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of five (5) working days. The "immediate family" is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, great-grandparent, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, brother-in-law, sister-in-law, aunt, uncle, niece, nephew and cousin or any relative of either spouse living in the immediate household of the employee. This leave shall be for a period of up to five (5) working days. Up to seven (7) working days absence is allowed if out-of-state travel or travel in excess of four-hundred (400) miles one (1) way is required on account of the death of any members of the immediate family. Verification of out-of-state travel or travel in excess of four-hundred (400) miles shall be provided by employee to Human Resources upon return to utilize more than five (5) days of bereavement leave. A member may request up to 2 additional days of bereavement leave from Human Resources for extenuating circumstances, such as funeral delays. This leave must be requested, but no reasonable request will be denied. Disputes under this section are subject to the grievance procedure.

<u>Section 2.</u> Health Leave: A health leave may be granted to a classified employee who has completed one (1) full year of service with the District, which is the equivalent of twelve (12) months of service. When the employee is able to return to work from a health leave, the employee shall submit a medical release from a health care provider. This statement must be submitted to Human Resources at least two (2) weeks prior to the termination of leave. A person on health leave will be

returned to his/her classification provided the length of absence does not exceed one (1) year. If, at the conclusion of health leave, the employee is still unable to assume the duties of his/her position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months.

<u>Section 3.</u> Holidays: All classified employees shall be allowed holidays as set forth in the California Education Code and in the approved calendar for the school year. In no case shall an employee have fewer than sixteen (16) paid holidays. These include:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Day
Martin Luther King, Jr. Day
Washington's Birthday
Spring Vacation Day
Memorial Day
Juneteenth

Placement of President's Day and three (3) Floating Holidays shall be negotiated with Teamsters 856 and such other holidays as may be declared by the Governing Board, the President, or the Governor. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday. Regular employees of the District who are not normally assigned to duty during the school holidays of December 24, December 25, and January 1 shall be paid for these three (3) holidays provided they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

<u>Section 4.</u> Jury Duty or Witness Leave: All classified employees subpoenaed to appear as jurors or as witnesses in cases other than those of a personal nature, shall be allowed full salaries less juror fees received in excess of expenses. In such cases where the fees exceed the salary that would have been earned by the employee, the employee shall turn the fees check into the Payroll Office. Verification of jury duty or witness leave shall be provided by the employee to Human Resources to be able to utilize jury duty and/or witness leave.

#### **Section 5.** Maternity and Child Care Leave:

1. Maternity Leave: This leave is for an absence due to pregnancy, miscarriage, childbirth, and/or recovery therefrom, which includes the date when leave commences through the date the employee provides a full duty release. The employee shall provide a health care provider's statement to Human Resources to cover the maternity leave. The health care provider's signature verifying commencement and cessation of disability will be required on the District's leave form. The employee shall have the right to utilize sick leave and difference pay for this type of leave. District-approved health plan benefits shall continue only through the period of paid status.

- 2. Child Care Leave: Upon request, to Human Resources, Human Resources shall provide a classified employee who is a natural or adopting parent an unpaid leave of absence without fringe benefits for the purpose of rearing his/her infant. Such leave shall remain in effect at least until the end of the semester following the birth of the child and no longer than the end of the second semester following the birth of the child. A classified employee shall notify Human Resources that he/she intends to take such leaves at least four (4) weeks prior to the anticipated date on which the leave is to commence. The employee shall notify Human Resources, in writing, at least two (2) weeks in advance of the anticipated date to return to work.
- 3. Paternity Leave: One (1) day with pay.
- 4. Adoption: Any adoptive parent shall be entitled to one (1) day's leave with pay and in addition, may utilize personal necessity leave upon request.
- 5. A parent shall not have to be married in order to qualify for the benefits provided in this section.
- 6. The District shall not discriminate against an employee because of pregnancy.

<u>Section 6.</u> Military Leave: In all matters of military leave, the district will follow Military, Veterans and other applicable state/federal codes, laws and regulations.

<u>Section 7.</u> Personal Leave: After becoming a permanent employee, an employee who wishes to request a personal leave for personal reasons, must apply to Human Resources on the District's Leave Request form. The employee's return to work shall be to the same classification and to the same position he/she held when the employee requested the time off unless otherwise previously agreed to in writing.

A classified employee may be absent from duty for personal reasons not to exceed five (5) days in any school year without seeking prior authorization, but the employee shall notify his/her Supervisor, Manager, Principal and/or Administrator at least twenty-four (24) hours in advance or at the end of the previous workday of such absence unless an emergency can be established by written verification. Absence for personal reasons shall be taken by the employee and will be unpaid. This leave is the unpaid version of personal necessity leave, and is not intended to be utilized for long-term leaves. Personal Leave may be taken only for urgent personal reasons, and may not be taken for vacation purposes or for employment elsewhere. It may be used for court cases, extra bereavement leaves and personal business. Notice shall be to the employee's Supervisor, Manager, Principal and/or Administrator via conversation and/or email since utilization of the district's substitute system does not constitute notice for this type of leave.

Section 8. Personal Necessity Leave: Absence for personal necessity is defined as "absence which urgent or unavoidable." Written substantiating evidence in the form of court summons, court clerk's certificate, health care provider's certificate, or employee's affidavit must be submitted to Human Resources, in all cases of personal necessity leave. Such absence, unless properly substantiated, will result in full salary deduction. Except as noted below, the employee shall notify his/her Supervisor, Manager, Principal and/or Administrator in advance of the absence. A maximum of seven (7) days of accumulated Personal Illness leave in any school year may be used by the employee, at his/her election, in cases of personal necessity. In the event an employee is without

accumulated sick leave, the District shall deduct from the employee's salary the cost of providing a substitute. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

- 1. Death or serious illness of a member of his/her immediate family ("immediate Family" is defined in Article 11, Section 1.)
- 2. Accident involving the employee's person or property or the person or property of his/her immediate family ("immediate family" is defined in Article 11, Section 1.)
- 3. In certain emergencies, when it is not possible to notify his/her Principal, Supervisor, Manager and/or Administrator in advance of the absence the employee will provide the reason for absence and the reason advance notice could not be provided.

Section 9. Sick Leave: Absence due to personal illness, excluding pregnancy, shall be allowed up to fifteen (15) working days per fiscal year, July 1 through June 30, and shall be accumulative from year to year without limitation. Absence of less than one (1) full day shall be charged to the nearest quarter hour of absence. Personal illness of more than five (5) consecutive working days duration shall be verified by a statement from a health care provider, advising that the person is physically able to return to work. The health care provider's statement shall verify the illness from the first day of absence to the date of return to work. The employee must furnish this statement upon return to work and is not able to return to work until such statement is provided to Human Resources and/or the Supervisor, Manager, Principal and/or Administrator. In cases of excessive absence or when abuse of sick leave is evident, following previous counsel with the employee, the Supervisor, Manager, Principal and /or Administrator may request in writing that the employee furnish a health care provider's statement to verify any future absence of less than five (5) working days.

When all sick leave accruals are exhausted, the employee is placed on "Difference Leave" if covered by a statement from a health care provider. An employee on "Difference Leave" is paid the difference between his/her salary and that paid his/her substitute. This is paid for a maximum period of five (5) months. The five (5) month period is calculated from the first days of sick leave utilization. When difference leave is exhausted, the employee with three (3) years of service shall be allowed to apply for a health leave; an employee with less than three (3) years of service is placed on a reemployment list for a period of thirty-nine (39) months. At any time during the prescribed thirty-nine (39) months, an employee is able to assume the duties of their position when the employee provides a statement from a health care provider stating that the employee may return to full duty. The employee shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except those laid-off for lack of work or funds, in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

During the first six (6) months of employment, one and one-quarter (1-1/4) days of paid sick leave per calendar month shall be granted as earned at the end of each month. Employees who work less than full-time or less than a twelve (12) month calendar year, shall be credited with sick leave on a pro-rata basis at the rate of one and one-quarter (1-1/4) days per month.

If an employee whose regular full-time assignment is in a school where he/she is in regular contact with students contracts a communicable disease and it can be proved that the disease is attributable to employment, the employee shall not be charged sick leave for his/her necessary absence. In such cases, the employee shall file for Workers' compensation, and said compensation shall be deducted from monies earned.

- 1. State Disability Insurance: Eligible employees who are enrolled in the California State Disability Insurance Program shall be entitled to integrate SDI benefits with their accrued sick leave at the employee's option. The sick leave used shall be computed on a weekly basis and shall be equal to the number of hours necessary to compensate for regular wages less SDI benefits.
- 2. Disability checks received from SDI must be endorsed by the employee to the District while he/she is receiving pay. Normal authorized deductions, including retirement contributions, will be deducted from the warrant in accordance with the law.
- 3. SDI regulations shall apply to the integration program. In accordance with state law, no employee shall be required to use vacation in conjunction with receiving SDI benefits. Employees must notify the District of their desire to integrate their sick leave with SDI benefits.

Isolation and Quarantine: No salary or sick leave deduction is made for absence due to contagious disease where isolation or quarantine is ordered, and may have been contracted during the performance of school duties with other persons having the contagious disease, for the normal period of isolation or quarantine.

#### Section 10. Catastrophic Leave Program

#### 1. Definitions

- a. Employee: A person who works for WCCUSD in either a part-time or full-time capacity and accrues sick leave.
- b. Participant: An employee who contributes to the Catastrophic Leave Bank.
- c. Applicant: A participant who wishes to access the Catastrophic Leave Bank.

#### 2. Creation and Purpose

- a. The District, Teamsters 856, SSA Local 21, UTR, WCCAA and the unrepresented employees agree to create a Catastrophic Leave Bank effective July 1, 2015.
- b. Catastrophic Leave will permit all employees of the District to donate day(s) to a Bank, which shall be administered under the terms and conditions of this article.
- c. A catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family whose incapacitation requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee

because he/she has exhausted all his/her sick leave. A doctor's verification is required.

- d. An employee's family is defined as spouse, child, stepchild, domestic partner or parent of the employee. Leave requested to care for a person with a catastrophic illness for whom the employee has legal guardianship, will be considered for approval by the Catastrophic Leave Committee.
- e. Days in the Bank shall accumulate in the Bank from year to year.
- f. The Bank shall be administered by a Joint Committee (Committee) of the Assistant Superintendent of Human Resources or his/her designee, two members each appointed by Teamsters 856, SSA Local 21, UTR, WCCAA, and two members appointed by the District on behalf of the non-represented employees.

#### 3. Eligibility and Contributions

- a. All employees of the District are eligible to contribute to the Bank.
- b. Participation is voluntary but requires contributions to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. Employees hired between September 1 and January 15 are eligible for enrollment from January 1-January 15. Employees hired between Jan. 16 and August 31 are eligible for enrollment from July 1-August 31.
- d. Current employees are only eligible for enrollment from July 1- August 31.
- e. The contribution, on the appropriate form, must be authorized by the unit member.
- f. Members wishing to cancel must notify the Human Resources Department in writing by July 1. Sick leave contributed to the Bank shall not be returned. Forms for cancelling contributions to the leave bank shall be sent out no later than May 15 of the preceding school year.
- g. Employees wishing to participate in the Bank shall make an initial contribution of one day the first year of participation. Part-time employees shall have their contributions prorated. Continued membership requires a yearly donation of one day per year unless the Bank maximum is reached.
- h. If the bank is getting low on days, the Committee may require that bank members contribute one additional day.
- i. Employees who elect not to join the Bank must wait until the beginning of the next school year to join the Bank. The beginning of the next school year is defined as July 1.

#### 4. Application for Withdrawal from the Bank

- a. Application shall be made when it becomes apparent that Catastrophic Leave may be needed.
- b. Participants must use all accrued sick leave available to them before becoming eligible to withdraw from the Bank.
- c. Family members (as defined in 1.d) and legal guardians may apply for catastrophic leave on behalf of the unit member.
- d. Leave is granted for thirty (30) days at a time. Continuation of leave requires another doctor verification and reevaluation by the Committee. A participant's total withdrawal from the Bank per catastrophic illness or injury may not exceed the participant's actual contractual year as defined by his or her bargaining unit contract. When requesting leave to care for a parent, a maximum of ten (10) days will be granted.
- e. If the unit member is receiving Workers' Compensation or Disability Insurance, no leave will be granted until compensation is exhausted.
- f. If no leave days are available in the Bank, the District has no obligation to provide leave.

#### 5. Administration of the Bank

- a. The Committee maintains records of employees participating, receives requests, verifies validity, approves, and communicates actions to members and to the District.
- b. Decisions will be final and made in writing to the applicant within ten (10) working days of the application to the Committee.
- c. All requests and actions by the Committee will be confidential.
- d. The District will keep records and notify the Committee monthly of new members and days remaining in the Bank.
- e. If the Catastrophic Leave Program is discontinued, the Committee will continue to administer Catastrophic Leave days until the days in the Bank are exhausted.
- f. In order to protect someone from being charged an extra day when not necessary, the Committee shall set the maximum number of days in the bank after the first year of experience. If the number of days accumulated exceeds the maximum number of days, no contributions will be assessed except for new members wishing to join the bank.

Section 11. Vacation Leave: Vacations for the most part are to be taken during winter, spring, or summer vacations. For custodial vacations, refer to number 2 below. Vacation requests shall be received at least thirty (30) workdays before the vacation is to begin. Employees shall be notified of administrative approval or disapproval within ten (10) workdays from the date of submission of the request. Vacations of five (5) consecutive days or less may be arranged by mutual consent of

the employee and the Supervisor, Manager, Principal and/or Administrator. The District shall not unreasonably deny any employee's request for vacation leave. If there is conflict between employees in the same classification for a request vacation leave, the District shall grant the requested vacation to the most senior employee in each classification at the work site.

Regular classified employees shall be entitled to vacation leave accruals as follows:

- 1. For the first thirty-six (36) complete months of service, 5/6 of a day per month (2 weeks annually).
- 2. Beginning with the thirty-seventh (37th) month through the tenth (10th) year, 1-1/4 days per month (3 weeks annually).
- 3. Beginning with the eleventh (11th) year on, 1-2/3 days per month (4 weeks annually).

Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. Vacation days may be accumulated to a maximum of double the annual entitlement consistent with the substantiated work needs of the District and the approval of the Department Head. A maximum of forty (40) days' vacation may be taken in one (1) year. Exceptions must have the approval of the Supervisor, Manager, Principal and/or Administrator and notice provided to Human Resources. Employees working less than twelve (12) months, except as indicated above are required to take their vacation during the winter vacation and spring vacation. Upon separation from-service, the employee shall be entitled to lump-sum compensation at the next payroll processing for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation. A classified employee who becomes ill or suffers an accident during his/her vacation and who can provide a statement from a health care provider to their Supervisor, Manager, Principal and/or Administrator, can charge such illness or accident to sick leave time and have his/her vacation extended to a later period.

If vacation is, denied employee can cash-out vacation accruals.

#### 1. Office and Technical Services Unit:

Vacations for the most part are to be taken during winter, spring or summer vacations and scheduled so as not to disrupt completing the work of the District. The District shall grant the requested vacation to the most senior employee in each classification at the worksite if there is conflict with the request of the employees for vacation leave in light of the needs of the District. Seniority shall be based on date of hire. The District shall consider any employee's request for vacation leave other than during winter, spring or summer vacations (when school is not in session) according to the special considerations and reason for the employee making such a request. The District will consider why such employee wishes the District to make an exception for them in regard to when vacation leave should be granted. Request for vacation must be approved in advance.

Vacation requests shall not be unreasonably denied. Once an employee's vacation is approved, it shall not be canceled except by agreement of the employee unless the District can demonstrate an emergency need. Vacation days may be accumulated to a maximum of double the annual entitlement. A maximum of forty (40) days' vacation may be taken in one (1) year. Exceptions must have the approval of the Supervisor, Manager, Principal and/or Administrator. Employees

that are less than twelve (12) month employees are required to take their vacation during winter vacation and spring vacation.

Upon separation from service, the employee shall be entitled to lump-sum compensation at the next payroll processing for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation. A classified employee who becomes ill or suffers an accident during his/her vacation and who can support this fact with a statement by a health care provider, can charge such illness or accident to sick leave time and have his/her vacation extended to a later period. The employee must update the district's absence verification system to accurately reflect the change.

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

If, because of emergency needs, a bargaining unit employee is denied an approved scheduled vacation, he/she shall be compensated at the rate of double time and one-half (2-1/2) for all hours worked during the scheduled vacation period. In such a case, the employee shall suffer no reduction in the paid vacation days due him/her.

If because of emergency needs, a bargaining unit employee is not permitted to take all or any part of his/her approved scheduled vacation, the amount not taken shall, at the option of the employee, be rescheduled or accumulated for use in the following year.

Holidays: When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional days' vacation and pay for each holiday falling within that period.

Interruption of Vacation: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service. To utilize another type of leave, paid or unpaid, the employee must request the type of leave from their Supervisor, Manager, Principal and/or Administrator and provide any required documentation for that commensurate leave. The employee must clearly identify when the last date of vacation is and when the newly requested leave is to start. There shall be no break in service for an employee on a paid or unpaid leave of absence.

There shall be no break in service for an employee on a paid or unpaid leave of absence.

#### 2. Custodial Vacations:

Vacation Leave. All custodial requests for vacation during this period shall be granted provided that:

- a. Vacation leave request shall be received at least 30 working days in advance of the time vacation is taken.
- b. At sites with only two custodians, only one may be on vacation at a time except with Supervisor, Manager, Principal, Administrator and/or Operations Department approval.
- c. When only one custodian is on site, all District safety protocols shall be followed, especially those requiring more than one staff person to perform specific tasks. Examples are running the scrub machine and wet vacuum, and high dusting.
- d. Supervisors, Managers, Principals and/or Administrators will develop a vacation schedule with custodian(s) and Operations Department as follows:
  - By October for vacations during the winter break;
  - By January for vacations during the spring break; and
  - By March for vacations during the summer break.
- e. At times, when principals meet with custodial staff regarding scheduling vacations, site usage and activity impact information that is available will be discussed.
- f. If the parties cannot agree, appeals may be made to the Director of M&O whose decision will be final.
- g. Vacation leave scheduled for the two weeks prior to the start of school must be approved by the Supervisor, Manager and Principal and/or Administrator.

<u>Section 12</u>. Workers' Compensation Leave: Classified employees who are absent from duty because of injury or illness that has been determined to be job related and who qualify under provisions of Workers' Compensation Insurance shall be allowed a maximum leave of sixty (60) working days at full salary for the same injury. Employees may use up to another 40 (forty) days of leave, which is currently the maximum allowed by California Education Code, by using sick leave accruals and vacation accruals (if requested) and may be entitled to Difference Pay after accruals are exhausted. Employees may request sick leave and/or vacation leave (if a 12 (twelve) month employee) if they do not submit a statement from a health care provider returning the employee to work.

Contra Costa County Schools Insurance Group, the district's third party administrator for Workers Compensation matters, issues vouchers to the district while they are in a paid status as they do not pay the employee directly. Normal authorized deductions, including retirement contributions, will be deducted from the warrant. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. Payroll calculates and integrates the utilization of accruals to be used in conjunction with processing the vouchers received from the district's third party administrator for Workers Compensation matters. Employees who have exhausted their Workers' Compensation Leave shall be entitled to use any available sick leave and/or may request in writing to use any earned compensatory time off and/or vacation time.

If the employee meets the requirements to request a Health Leave (Article 11, Section 2), the

employee may request a health leave for up to 12 months as long as there are notes from a health care provider substantiating the request.

The period of absence as provided above shall not be considered a break in service. During periods of leave, the employee shall have the absolute right to return to his/her position when able to do so.

When all available leaves of absence are exhausted, the employee will be placed on a reemployment list for a period of thirty-nine (39) months. During this time and when able to return to work, he/she has the right to the first vacancy in his/her classification. During absence because of on-the-job injury or accident, the employee must reside in California.

#### **Hepatitis Exams**

The District agrees that when an employee is exposed to hepatitis at the workplace, the employee shall be entitled to a hepatitis test or inoculation at no cost to the employee.

<u>Section 13.</u> Union Leave: Elected or appointed officers or delegates of Teamsters 856 may be permitted to be absent from duty at no salary deduction for purposes of representing their organization at regional, state, and national meetings. A total of thirty (30) days per school year shall be allocated to Teamsters 856 for this purpose. The District shall pay the cost of substitutes replacing employees on such leave.

<u>Section 14.</u> Family Illness Leave: Two (2) days per year paid leave shall be provided for the employee's absence due to illness or injury of any members of the immediate family.

<u>Section 15.</u> Education Leave: Members who request an unpaid educational leave may be granted such request upon proper notification.

<u>Section 16.</u> Family Leave: The District shall provide leave of absence to unit members as required by the State and Family Leave Acts and as indicated below:

- 1. Eligible employees shall be defined as within the act, with the exception that any employee who works at least half time (3.75 hours), and who has been employed at least two (2) years, shall also be determined an "eligible employee" for the purposes of family leave to care for a family member with a serious illness or injury and shall be provided the benefits as set forth in number 5 herein.
- 2. Employees shall be entitled to utilize up to twelve work weeks of family leave in a twelve month period, either in consecutive or intermittent days off. The twelve month period shall be calculated from the first day of the family care leave for this purpose.
- 3. Family care leave may be used for any of the following reasons: Birth of the employee's child, and in order to care for the child; because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child; in order to care for the employee's child, parent or spouse with a serious health condition; because of the employee's own serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

4. Definitions: Child means a biological, adopted or foster child, a stepchild, legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

Parent means a biological, foster or adoptive parent, a stepparent, a legal guardian, or another person who stood in loco parentis to the employee when the employee was a child:

Serious health condition means an illness, injury impairment or physical or mental conditions that involves either (1) inpatient care in a hospital, hospice or residential health care facility, or (2) continuing treatment or continuing supervision by a health care provider.

#### 5. Continuation of Benefits:

- a. During the period of family care leave, the employee shall continue to be entitled to participate in the district-paid medical, dental and vision plan. However it is understood that if an employee does not normally receive health benefits the District is not required to provide them during the family care leave.
- b. During the period of family care leave, the employee shall continue to be entitled to participate in life, disability and accident insurance plans, pension and retirement plans, supplemental unemployment benefit plans and/or any other employee welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the employee shall continue to be entitled to participate in these plans set forth in (b) and the employee shall pay the premium for periods not covered by accrued leave.
- c. Maintenance of Status: The employee shall retain his/her employee status with the district during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits such as vacation, the employee returning from family care leave shall return with no less seniority than he/she had when the leave began.
- 6. An employee may use vacation in the case of personal illness or injury but shall not be required to use such leave.
- 7. Reinstatement from leave: An employee shall be reinstated in the same position and assignment he/she was assigned prior to the Family Care Leave. If such same assignment does not exist, the employee will be assigned the same position/hours in accordance with applicable sections of this contractual agreement.
- 8. Any changes in the law shall supersede the leaves language within this Agreement,

provided those changes expand upon rights and benefits bargained. Wherever the collective bargaining agreement expands rights and benefits beyond what is minimally provided by law, the contract shall prevail.

### ARTICLE 12 TRANSFER

<u>Section 1.</u> Types of Transfer: The four (4) types of transfers recognized are: voluntary, involuntary, administrative, and medical.

<u>Section 2.</u> Voluntary Transfer – See Hiring Procedure, Article 16 Section 4(1)

#### **Section 3.** Involuntary Transfer:

- 1. When involuntary transfer is necessary because of lack of funds, lack of work, or abolishment of a position because of lack of need, volunteers shall be considered for transfer first.
- 2. If there are no volunteers, the transfer shall be based on seniority within the classification. When applicable and if there are no volunteers, the transfer shall be based on District seniority at the work site.
- 3. For situations that require a temporary change of workplace for a specific reason, no employee shall be assigned to work in a work location other than the employee's normal work site for a period in excess of (5) working days without the written consent of the employee.
- 4. Any employee who has consented to remain at a work site other than the employee's normal work site for a period in excess of five (5) working days may at any time request in writing to be returned to the regular work site. This request shall be granted within ten (10) working days after receipt by the District of the written request. Payment for mileage in accordance with Article 18, Section 1 of this Agreement will be made to employees working at a site other than his/her normal site for the difference in miles traveled between his/her regular site and temporary work site, if additional travel is required.
- 5. In accordance with the transfer and seniority provisions of this Agreement, Teamsters 856 and the District shall develop a special procedure to be implemented in the event of school closures, which shall be agreed to prior to the implementation of any school closure.

#### **Section 4.** Administrative Transfer:

If the Administration feels that it is in the best interests of the District to initiate an administrative transfer, the following shall apply:

A conference among the appropriate administrator(s), the affected employee(s) and Teamsters 856 shall take place. Prior to this meeting the employee(s) and the union shall be provided a notice of the transfer proposal and alternative available placements. The unit member or representative may also propose alternatives. At the conclusion of the conference, if the District proceeds with the transfer, the unit member will be provided with the reasons for the transfer and the transfer shall take place no sooner than five working days after the conference except in the case of emergency, or by mutual agreement.

It is understood that the transfer will not be arbitrary and capricious. A transfer will not result in a loss of regular work hours or a change in shift unless specifically agreed to by all parties. Any grievance involving this section shall begin with the Assistant Superintendent of Human Resources.

<u>Section 5.</u> Medical Transfer: The District shall give alternate work when temporary work for which that employee is qualified and able to perform is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties.

**Section 6.** Summer School Bidding: Any bidding for summer school assignments must be posted and completed by no later than the week prior to the last week of school, and in no case later than five (5) work days prior to the last day of school. The District can delay a summer school assignment if it overlaps with the regular school year assignment. If the summer school assignment is delayed by the District and the summer school assignment is a higher salary range than the regular school assignment, the employee will have no loss of pay for the days he/she was delayed in starting the summer assignment.

<u>Section 7.</u> Summer School Bid Meetings – Special Education

The parties agree to the following:

- 1. Each year the summer school bid meeting will be held by the third Thursday in May.
- 2. It will normally be held in Human Resources at 3:30 PM.
- 3. If additional positions become available after the bid meeting has taken place, there will not be an additional bid meeting. Changes in assignments during the summer will be filled according to current practice.

### ARTICLE 13 EVALUATION

<u>Section 1.</u> Goal: The basic goal of the employee evaluation process is to help each employee perform his/her present job more effectively to the mutual benefit of the individual and the District.

# Section 2. Objectives:

- 1. To provide a means of evaluating each employee's performance in the specific context of his/her job.
- 2. To determine individual needs for improvement and development.
- 3. To secure continuing communication of individual development.
- 4. To provide a basis for giving recognition for praiseworthy service.

## **Section 3.** Procedure:

1. The immediate Supervisor, the Department Head, and the Division Head have the major responsibility for the evaluation of classified personnel under their supervision.

#### 2. General Services, Maintenance and Operations Unit

- a. The immediate supervisor for night custodian in the junior and senior high schools shall be the Assistant Custodial Supervisor. He/she shall notify the custodian to be evaluated at least five (5) working days prior to the evaluation meeting. Such meetings shall be arranged on District time and the place and time of such meeting shall be included in the prior notice to each custodian. The immediate supervisor of night custodians in the secondary schools shall involve the Custodial Supervisor in the evaluation meeting and may request the Department Head to assist them in this evaluation of the night custodian. In any case, the evaluation shall be approved by signature by the Department Head and then forwarded for final approval by the Division Head who shall also indicate his approval by signature as well on the evaluation form.
- b. A copy of the evaluation shall be sent to the Principal of the school where the night custodian works with a specific space labeled "Principal's Comment." The purpose of this is to enable the Principal to list any comments that he/she deems to be appropriate especially in regard to such custodian's relationship as reported in writing to the Principal with both classified and certificated staff, with students and with the public. The comments from the Principal shall be made before the Division Head gives final approval by signature. Such comments by the Principal shall be made available to the employee prior to final approval. This same procedure shall be used for night custodians in elementary schools except that night custodians in elementary schools shall be evaluated by the Principal with input from the day elementary head custodian.
- c. The immediate Supervisor of the elementary head custodian shall be the elementary Principal at that school and the Principal shall include the Department Head in the evaluation meeting of the elementary head custodian. The evaluation shall then be signed by both the Principal and the Department Head and forwarded for final approval by signature of the Division Head.

- d. The immediate supervisor for custodians who work on the day shift in junior and senior high schools shall be either the Custodial Supervisor, Junior High School or Custodial Supervisor, Senior High School. The same procedure shall take place in evaluating day custodians in secondary schools as spelled out above for evaluation of the night custodians at secondary schools.
- e. Gardening Employees: The immediate supervisor for evaluation purposes for the gardening classified personnel shall be the Assistant Operations Coordinator and the evaluation process in this subsection shall be the same as listed above for the night custodians.
- f. Maintenance Employees: The Assistant Maintenance Coordinator for the maintenance personnel shall be the immediate foreman and the evaluation process shall be the same as listed above for the night custodian.
- g. Food Service Employees: The immediate supervisor for all food service classified employees shall be the Cafeteria Manager and the evaluation process for food service classified personnel shall be as listed above for elementary head custodians.

#### **Paraprofessional Unit**

a. The Principal in all schools of the District shall be responsible for the supervision of all Paraprofessional employees in this bargaining unit. The immediate supervisor for evaluation purposes of Paraprofessional employees in a school shall be the School Principal or designated representative. The evaluator shall notify the Paraprofessional employee five (5) working days prior to the evaluation meeting and shall include in such notice the time and place of such meeting which shall occur on District time. Once the Principal has completed the evaluation of the Paraprofessional employee, the electronic evaluation shall be forwarded to the Department Head/Division Head for his/her approval.

#### **Temporary and Substitute Employees**

a. During the initial six (6) months of employment with the District, substitute and short-term employees shall be evaluated at least twice in accordance with the provisions of this contract.

(Evaluation Form, Exhibit B)

- 3. The Director, Personnel has the responsibility of compiling information for the Superintendent from the evaluations made by all administrators.
- 4. Probationary employees shall be formally evaluated at least twice during the probationary period and more frequently if deemed advisable.
- 5. Permanent employees having less than five (5) years of service shall be formally evaluated at least once annually, and may be evaluated more frequently for good cause upon proper notification. Permanent employees having more than five (5)

- years of service may be formally evaluated upon proper notice.
- 6. Evaluation Forms: All formal evaluations shall be filed in the employee's file in the Personnel Office, and are available for the employee's inspection by appointment. A copy of the completed evaluation forms shall be given to the employee. The evaluation forms shall be those shown in Exhibit B.
- 7. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator(s). Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation.

# ARTICLE 14 SAFETY

<u>Section 1.</u> District Compliance: The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

# Section 2. Safety Committee

A safety committee comprised of members from each unit will meet with District representatives to address safety concerns as outlined below:

The safety committee shall be composed of:

- five (5) members appointed by Teamsters 856 to represent the General Services, Maintenance and Operations Unit, one (1) of whom shall represent the maintenance employees, one (1) to represent the gardener employees, one (1) to represent the day custodians, one (1) to represent the night custodians, and one (1) to represent the Food Service workers.
- three (3) members appointed by Teamsters 856 to represent the Paraprofessional Unit.
- two (2) members appointed by Teamsters 856 to represent the Office and Technical Unit.

#### **Section 3.** Procedures:

- 1. The Safety Committee shall meet regularly every other month.
- 2. Special meetings may be called by the either party to consider an acute safety problem.

- 3. The Safety Committee shall designate one (1) District member and one (1) Teamsters 856 member to investigate a safety problem.
- 4. The Safety Committee shall report its findings and recommendations to the Superintendent or their designee.

<u>Section 4.</u> Release Time: The bargaining unit members of the committee shall be allowed reasonable release time to carry out their obligations under Sections 2 and 3 of this Article.

<u>Section 5.</u> No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 1 of this Article.

# **Section 6.** Insurance Provisions and Personal Safety:

- 1. Classified employees may use reasonable force in the performance of their duties when such force is required to defend themselves or insure the safety of other employees or students.
- 2. When a student with known serious behavior problems or violence-related potential or whose parent or guardian has similar potential is assigned to a classroom or site, the paraprofessional unit member in the classroom, the elementary school secretary and the school police officer shall be notified in accordance with the agreed upon procedure between the District, Teamsters 856, and UTR.
- 3. Classified employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved.
- 4. Because of the inability of the District to secure primary liability insurance to cover incidents arising from accidents involving an employee's personal automobile in the scope of employment, the refusal to transport students in such a manner shall not constitute cause for adverse action against the employee. In the event an employee does transport students in his/her personal automobile and a claim of liability is filed, the insurance coverage shall provide secondary coverage up to the limits enumerated in Education Code Section 35208.

# 5. Paraprofessional Unit

Any Paraprofessional who works in any situation in which a student has been placed due to behavior or violence-related incidents involving the student or parent shall be informed of the violence potential of that student and/or the parent(s).

#### 6. Office and Technical Services Unit

a. The District shall maintain liability insurance. Such liability insurance shall

provide that an employee who, in the course of duty, is prosecuted for an alleged act for which the employee is held liable, shall be entitled without restriction to all reasonable expenses incurred in connection with defending against such prosecution including, but not limited to, reasonable attorney's fees for litigation and appeal, court costs, costs for obtaining witnesses, payments for transcripts, monies expended for subpoenas, depositions, interrogatories, and reasonable expenses in investigations made to prepare such defense. The District shall pay the premium for such insurance policy.

b. The District Liability Insurance shall provide each employee acting within the scope of his/her employment with \$5,500,000 worth of coverage against personal liability for damage or death of a person, injury to a person, or damage or less of property. Such insurance policy shall also cover all reasonable expenses incurred by the employee in connection with his/her defense, including all expenses which are relevant to defense of a civil suit enumerated in Section 6.5a above.

<u>Section 7.</u> The District shall conduct safety and in-service programs for all unit members on a regular basis.

<u>Section 8.</u> The Board shall provide, with Union input, that adequate procedures are in place at each school site to deal with earthquakes, fires, chemical spills, weapon-related emergencies, community unrest, school crisis and trauma and other related emergencies. Employees shall be in serviced on these procedures annually during District time.

The District shall work with school sites and communities to secure needed supplies.

<u>Section 9.</u> Outside Visitors: It is mutually agreed that it is in the best interest of the safety of employees and the students to develop procedures at school sites for checking in of outside visitors.

It is agreed that representatives of Teamsters 856, SSA/Local 21 and UTR will meet with the District to develop such procedures and that Teamsters 856 and SSA/Local 21 School Secretaries will be provided a representative to meet to provide input on this issue.

# ARTICLE 15 HEALTH AND WELFARE BENEFITS

## **Section 1.** Medical Coverage.

The District shall provide all eligible employees, their spouses, dependents, and domestic partners an opportunity to enroll in medical benefits as currently offered by Teamsters Unit actives Kaiser only plan (current non-Kaiser actives grandfathered into non-Kaiser Teamster plans, i.e. Anthem PPO or Anthem HMO).

The District contributes the amounts listed below toward the Teamsters Kaiser only plan for bargaining unit members whose regularly scheduled work hours are a total of 37.5 hours or more per week (calculated at 90% of the 2021 Teamsters Kaiser rate):

Employee only \$688 Employee plus one \$1,319 Family \$1,841

Sliding scale prorated District benefit subsidy for employees under 37.5 total hours per week:

20-24.99 total hours = 55%, 25-29.99 total hours = 67%, 30-37.4 total hours = 80%

If a health plan has monthly premiums that exceed the maximum District contribution for the appropriate coverage level, the employee will pay the difference. This amount will be deducted from the employee's pay warrant.

#### a. Cash in Lieu

1. Effective January 1, 2007 and for each year thereafter, increase the cash-in-lieu amount to \$300 per month contingent upon data that confirms that there is no loss in money to the District.

If legally permissible, open enrollment for cash in lieu shall be 30 days before the annual open enrollment period for 2007 calendar year medical benefits as defined by CALPERS so that the District could withdraw the "cash in lieu" offer if a minimum number of employees do not sign up (a threshold number of employees to ensure no loss of money to the District). In this way, these employees would be able to participate in the open enrollment for medical benefits in the event that the District must withdraw the increase in cash in lieu because of insufficient participation.

2. If the provisions of Section 1 (a)(1) above are not realized, cash in lieu will revert back to the following:

Employees who certify coverage by another group health plan or spouses of WCCUSD employees covered by a District health plan may waive their health plan. Effective October 1, 1991, in such cases the District shall contribute seventy-five (\$75.00) dollars per month to a Tax-Sheltered Annuity Plan offered by the Variable Annuity Life Insurance Company (VALIC). Effective November 1, 1999, an employee waiving his/her health plan will have a benefit of seventy five dollars (\$75) cash per month added to salary. The employee will be free to allocate the \$75 into a tax shelter annuity.

3. No cash in lieu for employees that work less than 37.5 hours per week.

<u>Section 2.</u> Dental: The District shall provide all eligible employees, whose regularly scheduled total hours are 20 hours per week or more, their spouses, dependents, and domestic partners with the

dental insurance plan currently offered by Delta Dental Service.

<u>Section 3.</u> Vision: The District shall provide the Vision Service Plan to all eligible employees, whose regularly scheduled total hours are 20 hours per week or more. This plan shall also provide dependent coverage.

<u>Section 4.</u> Continuation--Retirement: Employees in the bargaining unit who retire and who subsequently become eligible for and successfully enroll in federal medical or dental insurance programs available to persons receiving OASHDI benefits, may be converted by the employer to supplemental coordination of benefit programs so long as the overall coverage for the retired employee of the bargaining unit is not less than he/she would receive under the active employee program. Current retirees will not be impacted by this agreement. The District's contribution formula for employees who retire prior to January 1, 2007 will not change.

<u>Section 5.</u> Maintenance of Benefits: The employer shall maintain these benefits as prescribed in this Article for the duration of this contract, unless amended through the "Reopeners" provision.

# **Section 6.** Part-Time Employees

- 1. An employee whose regular assignment is less than 7 1/2 hours per day is considered parttime. The District agrees that it will not split a full time position into part time positions in an attempt to prevent employees from receiving health benefits.
- 2. Part-time employees hired before July 1, 2009 who currently receive health benefit coverage shall be eligible for health benefits subject to the cap referenced in Section 1. (a) above effective January 1, 2010. Part-time employees hired before July 1, 2009 may elect to forego their eligibility for contribution to health benefits, including post-retirement benefits, and receive a cash in lieu payment of \$400.00 per month.
- 3. Part-time employees hired on or after July1, 2009 whose regularly scheduled total hours are less than 7 ½ hours per day shall receive benefits in accordance with Section 1, Section 2 and Section 3 above.

<u>Section 8.</u> The District shall be responsible for making appropriate deductions for all employees in units who have selected State Disability Insurance coverage and shall be responsible for notifying the state to properly insure such employees in the event of failure to make required deductions.

# Section 9. Retiree Health Benefits

The District shall offer eligible retiring employees the same health plans as are offered to active employees during the term of the employee's retirement. To be eligible for this benefit the employee must retire from WCCUSD, directly into Teamsters Plan, be eligible for health benefits at the time of retirement and have attained the required years of service to the District as stated below.

To be eligible for these benefits, employees must meet the requirements stated in the above paragraph and one of the following years of service requirements:

1. Current regular employees hired prior to January 1, 2007 who attain five continuous years of service with WCCUSD (as defined by Teamsters Plan) shall have met the required years of service to the District for the purposes of this section. The maximum district

contribution towards benefits for employees in the category shall be \$450.00 per month. The effective date of this section will be January 1, 2010.

- a. For employees who have attained twenty years of continuous years of service with WCCUSD (as defined by Teamsters Plan) by June 30, 2010, the District shall be a maximum contribution of \$550.00 per month.
- 2. Current regular employees hired after January 1, 2007 but prior to July 15, 2009 who attain ten continuous years of service with WCCUSD (as defined by Teamsters Plan) shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$450.00 per month. The effective date of the section will be January 1, 2010.
- 3. For employees hired on or after July 15, 2009, who attain twenty-five years of continuous years of service with WCCUSD (as defined by Teamsters Plan), shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$450.00 per month until the employee reaches the age of 65. The District shall make no payment to retirees for prescription coverage, not covered by Teamsters Plan Health Benefits Program, vision or dental insurance.
  - a. For employees hired on or after July 15, 2009, who do not attain twenty-five years of continuous years of service with WCCUSD (as defined by Teamsters Plan), but do attain under Teamsters Plan rules, five years of service as defined by Teamsters Plan are eligible to access the Teamsters Plan at the applicable Premium Rate to be paid by the retiree upon retirement from the district. There is no district contribution under this article subsection.
  - b. For employees hired on or after July 1, 2018, who attain five years of continuous service with WCCUSD (as defined by Teamsters Plan), are eligible to access the Teamsters Plan at the applicable Premium Rate to be paid by the retiree upon retirement from the district. There is no district contribution to this article subsection.
- 4. Pre-Medicare retirees hired prior to July 1, 2018 will be offered the tiered Teamster Select Plan with the associated rates that includes Kaiser, Anthem HMO and Anthem PPO (not Kaiser only plan and rates). Medicare retirees offered Trust Fund Medicare plans (Kaiser, traditional HMO, and PPO).

#### **Benefits Side Letter 3**

The District program provides benefits under the rule of 75 (i.e. years of service and age equal 75), with at least ten years of service with benefits. This District rule is still applied for dental plan qualifications, since the Teamsters Plan only provides medical benefits, and dental benefits continue under the previous carrier.

# ARTICLE 16 HIRING

<u>Section 1.</u> Appointments: The Superintendent may appoint, in accordance with the Rules and Regulations, any person to a position in any class contained in the Salary Schedule. Such an appointment, normally, shall be made at the first step in the salary range. Whenever, there exists recruiting difficulties or an applicant with outstanding qualifications, the Superintendent may appoint a person to a specific step within the applicable salary range. In such cases all incumbent employees in the department and class are to be paid at the same step or higher than the step paid the new employee. The salary so designated is thereby fixed as the salary for such employee(s) for such positions.

Section 2. Salary Advancement: An employee occupying a regular full-time or part-time position will advance to the next higher step on the appropriate salary range following satisfactory completion of six (6) months of service in the class. The employee's salary increment date will be established for future step adjustments at this time. Such salary increment date will be established on the first day of the month if the first increment due date falls during the first to the fifteenth day of the month; or, the first day of the following month if the first increment due date falls during the sixteenth to the end of the month. Following the initial step advancement, succeeding adjustments will be granted annually on the employee's established salary increment date. Employees shall not skip steps in a given salary range after initial appointment.

<u>Section 3.</u> Promotion--Effect upon Rate of Compensation: An employee promoted to a higher classification shall advance to the nearest step in the new salary range providing such advance is at least five (5) percent higher than his/her previous salary. However, no employee can advance higher than the maximum step in the new salary range. No employee shall suffer a reduction in pay due to promotion.

# Section 4. Hiring Procedure

Hiring. The parties agree to the following:

- 1. Weekly vacancy notices will be posted every Wednesday on a year-round basis and will remain open for ten business days. At the same time any position is posted, the District shall e-mail copy of the posted vacancy to all Union members and to the Union representatives.
- 2. Vacancies will be posted on the district's online recruiting website. All employees interested in transferring or applying for a position may apply via the district's electronic application system via the online recruiting website. The District shall place instructions for use of the electronic application system on the district's website and also make them accessible to employees upon request. Human resources will have work stations for employees to submit electronic applications.
- 3. The posting will include the job title, site, hours per day, number of workdays per year and shift if applicable. People who meet the minimum qualifications may apply for the position(s) in which they have interest. Once a person passes the appropriate test for a job classification, they need not be retested. The District records the test score(s) for an employee and maintains it in

their information system.

- i. All unfilled positions shall be continually posted until filled. If a position either has no applicants or remains unfilled, the district will continue to post the vacancy on the district's online recruiting website.
- ii. The number of specific positions will be identified on the posting. Each vacancy shall be posted on the district's online recruiting website.
- 4. Those meeting the minimum qualifications will be placed in the following order by Seniority:
  - i. Laid off employees on the active 39 month re-hire list shall automatically be recalled in seniority order in the appropriate classification and placed in the vacancy. Recalling an employee from the active 39 month re-hire list will be done by phone and/or mail. It is the employee's responsibility to provide updated contact information to the District;
  - ii. If there are no laid off employees in the classification, then transfers of employees are next, which is defined by: salary range for Office and Technical and by job classification for all other units;
  - iii. Promotions within the unit;
  - iv. Voluntary demotions within the unit;
  - v. Promotions or demotions for WCCUSD permanent employees;
  - vi. Temporary and substitute employees in each bargaining unit represented by Teamsters 856 shall be eligible to participate in bidding for job vacancies and seniority shall be based on hours of service to the District; and
  - vii. All others.
- 5. Any special needs, certifications, and/or requests of the position will be listed on the posting.
- 6. The top four candidates, as per number 4 (iii) 4 (vii) above, will be interviewed by the Appropriate supervisor, manager and/or administrator, who shall make a selection amongst the four.
- 7. Test and qualifying scores 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. Upon request, employees shall be provided with test score results and permitted to receive feedback from Human Resources based on the interview notes and all other materials used by the district to evaluate the candidate's knowledge, skills, and abilities.
  - i. Testing shall occur at least once quarterly per year at a minimum. A district administrator, Human Resources staff member, or teacher will proctor the tests.
- 8. The union shall be notified in advance of testing dates.
- 9. An employee on leave shall have the right to have his/her designee submit an electronic application on his/her behalf. Applications can be submitted online with all attached and required documents attached.
- 10. The labor management group shall meet on a regular basis to discuss items of mutual interest of

the parties and explore improvement of contractual processes. All changes are subject to bargaining.

11. Subcommittee to meet on developing new hiring and posting procedures for summer and Special Education.

<u>Section 5.</u> Demotion--Effect Upon Rate of Compensation: The rate of compensation to be paid in cases of demotion as a result of discipline, shall be determined by the Superintendent, designee or by written agreement. Compensation shall be within the salary range limits of the classification to which the employee was demoted. In cases of voluntary demotion, and accepting a demotion in lieu of layoff, the employee shall receive the salary in the lower classification nearest to his/her present salary.

1. Employees who are disabled due to on-the-job disability which is verified by the District physician and who accept a position in a classification with a lower salary range and meet the minimum requirements of that classification shall be "Y" rated.

<u>Section 6.</u> Effects of Certain Miscellaneous Actions Upon Salaries: Any employee occupying a position which is reallocated to a class, the maximum for which is less than the incumbent's present salary or occupying a position in a class for which the salary rate or range is reduced, shall continue to receive his/her present salary. Such salary shall be known as a "Y" rate. When an employee on a "Y" rate vacates his/her position, subsequent appointments to that position shall be made in accordance with the provisions of the contract and the salary schedule.

<u>Section 7.</u> Temporary Work in Higher Classification: The Division Head must obtain official approval from Human Resources, when the Division Head intends to have a subordinate employee work temporarily in a higher-paid classification. The Division Head must ensure that the employee who is temporarily in a higher-paid classification in the same crew or similar work unit must assume all or substantially all of the duties and responsibilities of the higher-paid classification.

An employee who serves as a substitute for an employee in a higher classification shall be paid the appropriate rate for the higher classification beginning with the second day of such service with retroactive pay to the first day of service. Whenever a lead worker is absent for more than one (1) day, the most qualified volunteer from the unit shall be appointed to the temporary out-of-class position on the second day of such absence and paid in accordance with this Article.

Employees can express interest in temporary out-of-class work by notifying the supervisor, manager, administrator and/or department head in the department they wish to work in. The employee will be considered for temporary, out of class work at another site with the permission of the employee's supervisor, manager, administrator and/or department head at his/her regular site. In the event that the District employs a substitute to fill a vacancy, pending the hiring of a new employee, the District will not use the substitute or a series of substitutes for more than 90 workdays plus school recesses.

#### **Food Service employees**

A unit employee in the Food Service Department who serves as a substitute for an employee in a higher classification shall be paid the appropriate rate for such higher classification beginning with the first (1) day of such service. Food Service employees hired after October 1, 1979, shall qualify

for the higher rate of compensation effective the first (1) day after completion of five (5) days of training in the higher classification.

# Maintenance employees

Effective July 1, 1996, the agreement regarding temporary summer help and out of classification work which applies to the Maintenance Department will be incorporated into the contractual agreement.

Teamsters 856 and the District agree that the assignment of temporary summer help and out of classification work in the Maintenance and Operations Department will be assigned utilizing eligible employees with straight seniority.

# Paraprofessional Unit employees

When a special education paraprofessional is absent from the classroom, any lower paid paraprofessional in the same classroom shall have first option to work in such classification and be paid the higher salary with any substitute employee then hired to replace the paraprofessional with either lower pay or fewer hours.

<u>Section 8.</u> Any employee who works Bus Monitor duties under a Bus Monitor Agreement, shall do so in their regular classification. Employees who are assigned 1:1 may follow their student on the bus as per the Bus Monitor Agreement.

<u>Section 9.</u> There shall be a pay differential of five percent (5%) for performing pot washer classification work for the regularly scheduled pot washer, as well as any employee who substitutes in the classification.

# ARTICLE 17 COMPENSATION AND OVERTIME

# **Section 1.** Salary Adjustments:

- (a) Effective July 1, 2018, there shall be a three percent (3%) salary increase applied to the bargaining unit salary schedule.
- (b) Effective July 1, 2019, there shall be a three percent (3%) salary increase applied to the bargaining unit salary schedule.
- (c) Effective July 1, 2020, there shall be a two percent (2%) salary increase applied to the bargaining unit salary schedule.

<u>Section-2.</u> Longevity: It is agreed that effective July 1, 1992 an employee must be in paid status five days in a work month in order to be eligible for longevity pay. In addition to salaries set forth

in the salary schedule, longevity allowances shall be added to monthly salaries.

Effective July 1, 2021 the longevity allowances shall be increased to the following:

- 1. After five (5) years of service, (beginning with the sixth year) \$100.00 per month.
- 2. After ten (10) years of service (beginning with the year eleven) \$200.00 per month through the fifteenth year.
- 3. After fifteen (15) years of service (beginning with the year sixteen) \$250.00 per month through the twentieth year of service.
- 4. After twenty (20) years of service (beginning with the year twenty-one) \$300.00 per month through the twenty-fifth year of service.
- 5. After twenty-five (25) years of service (beginning with the year twenty-six) \$325.00 per month.
- 6. After thirty (30) years of service (beginning with the year thirty-one) \$350.00 per month through the thirty-fifth year of service.
- 7. After thirty-five (35) years of service (beginning with the year thirty-six) \$375.00 per month.
- 8. Employees earn longevity by working or while covered by paid leave of absence.

Section 3. 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 descriptions, which were revised in the 2021 - 2022 school year. The District shall determine, in advance, the number of employees in each classification needed to obtain a special license or certification. There will only be one (1) 5% differential paid to each employee required to maintain a special license or certification.

<u>Section 4.</u> In the event of salary computation errors, the District shall make any payment owed to the employee within five (5) business days of notification of the error. In no event shall the District make a deduction to an employee's salary due to District error in computation without proper advance written notice to the employee and an opportunity to select increment repayment deductions. Salary docks due to lack of accruals to cover absences do not constitute salary computation errors.

<u>Section 5.</u> The District shall pay a stipend to those paraprofessional unit members in the special education division who voluntarily drive a District vehicle to transport students as part of their duties. The stipend shall be twelve (\$12.00) dollars per day for each day such driving is performed.

**Section 6.** Employees shall have the choice to receive annual compensation in either eleven (11) or twelve (12) payments provided that the election is irrevocable in the same fiscal year and auto renews unless the employee opts-out prior to June 1 for the following year beginning July 1. Benefit deductions for eleven (11) month employees remain on an eleven (11) month schedule.

<u>Section 7.</u> All new employees beginning work on or after July 1, 2018 will be required to set up either Direct Deposit or to contact Payroll for a Rapid Pay style pre-loaded debit card for their regular and overtime pay. This removes the high frequency of payroll runs due to lost checks, inaccurate mailing addresses, check replacements etc. Unit and the district will also work to continue encouraging active employees receiving paper checks to enroll in direct deposit or pay via pre-loaded debit card.

Section 8. General Provisions: Overtime is defined to include any time required to be worked by an employee in excess of his/her established work week or workday. Employees whose established working hours are thirty-seven and one-half (37-1/2) hours per week, seven and one-half (7-1/2) hours per day shall be eligible for overtime for time worked in excess of thirty-seven and one-half (37-1/2) hours in a calendar week or in excess of seven and one-half (7-1/2) hours per day. The foregoing provisions are not intended to apply to properly designated part-time positions with an assigned workday of less than seven and one-half (7-1/2) hours and a work week of less than thirty-seven and one-half (37-1/2) hours even though all such positions constitute all of the positions within a class.

- 1. All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate of time and one-half (1-1/2) commencing on the sixth consecutive day of work.
- 2. All hours worked on the seventh consecutive day of work up to seven and one-half (7-1/2) hours shall be compensated at double the regular rate of pay.
- 3. All hours worked in excess of seven and one-half (7-1/2) hours on the sixth (6) and seventh (7) consecutive day shall be compensated at two and one-half (2-1/2) times the regular rate of pay.
- 4. All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2-1/2) times the regular rate of pay.

<u>Section 9.</u> Rate of Compensation for Overtime Worked: All compensable overtime shall be paid at the rate designated above. Exceptions must be mutually agreed to. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) months following the month in which the overtime was worked and without impairing the services rendered by the District. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, and mutual agreement not reached to extend the period, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

Section 10. Accumulation of Overtime: Food Service employees in the secondary schools and in the Central Kitchen who require a few minutes beyond their regularly scheduled hours of work to complete their assignments shall log this time. When one (1) hour of overtime has been accumulated, the employee shall be paid for that hour at the overtime rate of time and one-half (1-1/2).

<u>Section 11.</u> Factors Which Govern Compensation for Overtime Worked: Each employee who has earned overtime compensation shall have the right to request either payment or compensatory time-

off. The Division Head shall approve the employee's choice provided that the needs of the Division and of the District service, adjudged by the Division Head, permit. The detailed methods of compensating for overtime may vary from division to division, and each Division Head shall give due consideration to divisional needs and precedents. All overtime compensation shall be paid in accordance with the contract and in compliance with the Fair Labor Standards Act.

<u>Section 12.</u> Effect of Termination Upon Overtime: Each employee who resigns or is otherwise terminated shall be entitled to compensations for his/her accumulated overtime of record.

<u>Section 13.</u> Procedure Governing Overtime Work: All overtime work shall be subject to prior approval by an immediate supervisor or any duly authorized representative of the District.

**Section 14.** Certain Exceptions and Exclusions: The following shall apply for the employees designated:

- 1. Each District employee who works as a substitute, short-term, part-time, or intermittent appointment shall be excluded from the provisions of these Sections 8 through 13, until the total hours worked by such employee in a calendar week exceeds the established work week for full-time regular employees.
- 2. The work week shall consist of not more than five (5) consecutive working days for any employee having an average workday of three and three-quarters (3-3/4) hours or more during the work week. Such an employee shall be compensated for any work required to be performed on the sixth (6) or seventh (7) day following the commencement of the work week at the rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work. An employee having an average workday of less than three and three-quarters (3-3/4) hours during a work week shall, for any work required to be performed on the seventh (7) day following the commencement of his/her work week, be compensated for at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work.
- 3. Part-time positions with an assigned workday of less than seven and one-half (7-1/2) hours and work week of less than thirty-seven and one-half (37-1/2) hours shall be eligible for overtime for time worked in excess of seven and one-half (7-1/2) hours per day or in excess of thirty-seven and one-half (37-1/2) hours per week.

<u>Section 15.</u> Overtime-Equal Distribution: Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department and at each work site according to seniority and meeting the requirements for the assignment. The senior employee may refuse the assignment without waiving his rotation rights.

<u>Section 16.</u> Call-Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least four (4) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

Section 17. Right of Refusal: Any employee shall have the right to reject any offer or request for overtime, call-back, or call-in time except in the case of any position in the GSM & O unit and

Accountability and Information Technology Services Department, the following shall apply:

If an emergency is declared by the Superintendent or other member of the Cabinet, overtime may be required. An emergency means a situation that could result in imminent damage or loss of district facilities, equipment, or buildings, as well as imminent jeopardy to the safety of any person.

In such cases a volunteer list shall first be utilized in order of seniority. If the overtime needs cannot be met by use of the volunteer list alone, then the employees who are needed in each classification will be contacted (contact means actually speaking with the employees) in inverse order of seniority and the overtime will be assigned. It is recognized that there may be extenuating circumstances which may excuse a contacted employee from reporting.

When such an emergency has been declared by the Superintendent or appropriate cabinet member, a written statement will be subsequently provided as to why it was necessary to declare the emergency. In the event the union believes there to be an abuse in declaring the emergency, it shall be free to discuss the concern directly with the Superintendent.

#### **Definitions:**

GSM&O: Any position in the GSM&O bargaining unit.

Technology: Any position that falls under the Accountability and Information Technology

Services Department.

Seniority: District-wide seniority within a class if it is a district-wide issue.

Seniority at the site if overtime occurs at the site.

<u>Section 18.</u> Food Service Employees. Overtime shall, wherever possible, be performed by unit members in the classification in which the work is normally performed. Food Service employees shall be provided the opportunity to work overtime, wherever possible, on the basis of seniority before the work is offered to temporary or substitute employees.

# ARTICLE 18 EXPENSE CLAIM

<u>Section 1.</u> Mileage: Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the per mile rate allowed by the IRS. The mileage computation shall include mileage necessary to return to the employee's normal job site after completion of District business. This amount shall be payable in a separate warrant drawn against District funds within thirty (30) working days of submission of the claim by the employee in the bargaining unit.

<u>Section 2.</u> Miscellaneous: Any employee authorized to attend an activity away from his/her normal assignment shall submit an expense claim on the form provided by the District for all necessary expenses.

**Section 3.** Damages to Personal Effects:

1. General Provisions: The Governing Board of the District will provide for the

payment of the costs of replacing or repairing the job-required personal effects of an employee which are damaged in line of duty without fault of the employee. Such items are eyeglasses, hearing aids, dentures, watches, jewelry or articles of clothing. If the items are damaged beyond repair, the actual value of such items shall be paid. The value of such items shall be determined as of the time of the damage thereto.

Restrictions: It is not the intention of this section to replace personal effects which are worn out through ordinary wear and tear. The Governing Board will be responsible for repair or replacement costs to a maximum amount of four hundred (\$400.00) dollars for any one (1) incident.

- 2. The Governing Board shall reimburse employees for vandalism, damage to their autos occurring during duty time pursuant to the following guidelines: Reimbursable damage is limited to damaged glass and/or that which would affect the mechanical operation or proper movement of the auto and which could reasonably be assumed to have occurred while the vehicle was parked. There shall be a four hundred (\$400.00) dollar limit per automobile damage incident.
- 3. Substantiation: Employees shall substantiate any claim for repair or replacement with evidence clearly indicating that damage was caused by circumstances beyond the control of the employee. Receipts for payment of repair or replacement costs will be required. Requests for substantiation by the District shall not be unreasonable and shall be submitted on agreed upon forms.

<u>Section 4.</u> Uniforms: Newly appointed Campus Safety Specialist (CSS) shall be furnished with a uniform. Uniform allowance shall be sixty-five (\$65.00) dollars per month.

<u>Section 5.</u> Tools: General Service, Maintenance and Operations Unit. The District will provide for replacement of broken or worn-out tools in the Maintenance Department upon proper verification. An inventory list of such shall be submitted to the supervisor annually.

<u>Section 6.</u> The District will provide rain gear for the general classifications of Gardener, Groundskeeper, Building Maintenance Worker and Warehouse Worker.

<u>Section 7.</u> The District shall provide laundry service for Vehicle Garage employees clothing due to contact with brake shoe asbestos exposure.

# ARTICLE 19 MANAGEMENT RIGHTS

Recognizing that the Board of Education 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, layoff, promote, 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 20 CONTINUITY OF SERVICE

Employees of the District shall not take part in any strike, work stoppage, or activity during duty hours which would interfere with the normal operation of the District.

All parties signatory to this Agreement agree that neither the officers of West Contra Costa Schools bargaining unit of Teamsters 856 nor employees will collectively, concertedly, or individually induce, engage, or participate directly or indirectly in any strike, picketing, slowdown, stoppage, or other curtailment or interference with the employer's operation, or interfere or cause interference with the flow of material or persons in or out of the premises or property.

All parties to any Agreement will comply with all Articles of the Agreement and perform all agreedupon duties regardless of any agreement or disagreement with any other District employee. It is expressly understood that the provisions of this Article do not apply to those matters subject to the reopener provisions of this Agreement.

# ARTICLE 21 DISCIPLINARY ACTIONS

<u>Section 1.</u> General Provisions: A permanent classified employee may be suspended, demoted, or dismissed by the Governing Board for cause. The District shall have no more than sixty (60) days from the date of the District's knowledge to begin the discipline process.

<u>Section 2.</u> When emergency conditions do not exist, disciplinary steps to be used by administrators shall be as follows:

- 1. Verbal reprimand.
- 2. Written reprimand.
- 3. Suspension.
- 4. Demotion.
- 5. Dismissal.

In all cases the action taken by the District shall be invoked at a level commensurate with the offense.

<u>Section 3.</u> Causes: The causes which shall be deemed sufficient for suspension, demotion, or dismissal of permanent classified employees are the following:

- 1. Absence without leave.
- 2. Conviction of any criminal act involving moral turpitude.
- 3. Disorderly or immoral conduct.
- 4. Incompetency or inefficiency.
- 5. Insubordination.
- 6. Use of alcoholic beverages or controlled substances as defined by Education Code while on duty.
- 7. Neglect of duty.
- 8. Negligent or willful damage to District property, or waste of District supplies or equipment.
- 9. Willful violation of any of the Governing Board's regulations regarding duties, conduct, or performance of a classified employee.
- 10. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- 11. Misappropriation of District funds or property.
- 12. Failure of employees who drive a vehicle in the regular course of their employment to maintain a good business driving record.

<u>Section 4.</u> The District and Teamsters 856 will develop a standing list of neutral hearing officers to hear appeals regarding proposed discipline and termination. The hearing officers will make a recommendation to the Board Education.

The District shall bear the cost of the first two neutral hearings per calendar year. After the second neutral hearing, the District and Teamsters 856 shall share the burden equally of all neutral hearing costs.

#### **Section 5.** Promotions/Transfers

In the event that an employee has received a serious disciplinary action (suspension or demotion) within the last two years, the District may prohibit the employee from transferring or promoting. If an employee has charges pending at the time of the transfer that results in serious discipline once the due process has taken place, the District may rescind the transfer. If an employee has charges pending at the time of promotion that results in serious discipline once the due process has taken place, the District may rescind the promotion only during the probationary period.

# ARTICLE 22 RESTRICTION OF CONTRACTING OUT

The District agrees that it will cooperate with Teamsters 856 in reestablishing good morale in the Maintenance and Operations area.

During the life of this Agreement, the employer agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit covered by this Agreement unless specifically required by the Education Code and/or the work contracted out is in excess of that which could be reasonably performed by regular school employees.

- A. The District shall be able to utilize contracting for public works projects required within the Routine Restricted Maintenance and Facilities Improvement functions of the District that are over \$60,000 so long as the work does not cause the "displacement" of school district employees and the time frame of the work completion is not possible within the scope of time available by current employees due to the urgent, temporary, occasional nature or as part of the annual deferred maintenance plan to expand the useful life of facilities.
- B. The District will provide written notice at the time a job is posted for bid detailing the scope of the project. For projects under \$60,000, a copy of each sign off, whether or not agreed to by the trades members, will be forwarded to the designated Teamsters Local 856 union representatives. For projects which there is not agreement, the parties agree to meet and confer prior to any bid being completed.
- C. The District and Teamsters Local 856 shall meet quarterly to review the scope of all contracted work to determine if there is the feasibility to add additional ongoing positions in lieu of contracting.

# ARTICLE 23 REASSIGNMENT

<u>Section 1.</u> General--Definition: Reassignment shall be defined as any change of work station or work location within a work site and/or any addition to, deletion of or change in assigned duties, hours, or working conditions.

On occasion the operation of the District may require flexibility in assignment. It is agreed that this flexibility in assignment and reassignment shall not be used in a manner that will cause the employees to unreasonably speed up their work process or increase production beyond the present standard, or in order to circumvent the granting of overtime.

It is agreed that any addition to, deletion of, or change in assigned duties, hours or working conditions shall be accompanied by a comparable addition to, deletion of, or change in assigned duties, hours or working conditions.

The mechanism for resolving issues in this section is as follows: When there is a concern about an increase in workload or change in work assignment, a discussion will take place between the employee, Teamsters 856 and Administration. In cases in which the workload or assignment cannot be resolved, it shall be referred to the appropriate administrator(s) for resolution. If the issue cannot be resolved, it shall be referred to the responsible cabinet member for resolution.

The District is committed to raising the workload and assignment issue at a future management meeting. The administrator's responsibility to manage workload and establish priorities will be emphasized.

# Section 2. Building Maintenance, Custodial and Landscaping

- 1. The staffing model for building maintenance workers, custodians, furniture warehouse drivers, landscaping, maintenance department and utility workers in the operations department (as identified on the agreed upon list) shall not be reduced, except by attrition for those employees hired prior to March 1, 2009.
- 2. All persons hired to these positions after March 1, 2009 shall not be covered by the staffing model with the following exceptions:
  - (a) Persons promoted after March 1, 2009 shall not be covered by the staffing model; however, the position the employee held prior to March 1, 2009 will be covered for the person if on the agreed upon list referenced in number 1 above;
  - (b) Persons hired into the apprentice program prior to March 1, 2009 shall be covered by the staffing model once they achieve journeyman status.
- 3. At the beginning of each school year, the District shall post the specific assignments of each position at the work site. Prime consideration shall be given to seniority at the time of reassignment, and deviation therefrom shall be substantiated by management.

- 4. The Union and District agree that on occasion at the secondary level there will be unusual or special circumstances that require the temporary reassignment of employees within a work site. If the employee is required to work outside of his/her assigned work site for one (1) hour or more, or three (3) consecutive days, the employee shall receive additional compensation at the overtime rate, for hours worked on the third (3<sup>rd</sup>) day to complete his/her normal duties.
- 5. In the elementary schools and children's centers a minimum of two (2) hours overtime shall be allowed wherein a substitute custodian is not obtainable to cover an absence. For custodians during summer vacation, the employee's assignment shall be considered to be the work site.

# **Section 3.** Food Service

- 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 hours allocated for each position in the Food Service Department shall be directly related to participation.
- 4. New food service employees have one hundred and eighty (180) days to obtain a food safe certification, from the date of hire as a permanent employee. The district and the union will jointly identify at least two (2) accredited national standards institute approved training courses, and one district adult education training course, which shall be made available at no cost to the employee.

# Section 4. Gardening

- 1. Assignment of employees in the gardening section shall encompass all of the designated tasks of the employees in that classification at the work site.
- 2. If it becomes necessary to reassign an employee to another crew, the employee who has been reassigned to another crew for a period in excess of five (5) working days may at any time request in writing to be returned to the regular crew. The request shall be granted within ten (10) working days after receipt by the District.
- 3. If at any time during the year a vacancy occurs in a crew, the most senior employee who requests the assignment shall be given prime consideration for the appointment. Deviation therefrom shall be substantiated by management.

# ARTICLE 24 LAYOFF AND REEMPLOYMENT

Section 1. Reason for Layoff: Layoffs shall occur due to lack of work or lack of funds.

Section 2. Forms of Layoff: Layoffs may take one (1) or more of the following forms:

- 1. An involuntary reduction in the number of days worked in a year;
- 2. An involuntary reduction in the number of hours worked in a day;
- 3. An involuntary reduction in classification through bumping by senior employees;
- 4. An involuntary reduction in salary or other compensation to avoid layoff;
- 5. Acceptance of bumping to a lower classification to avoid layoff is at the option of the employees affected.

<u>Section 3.</u> Notice of Layoff: Unit members affected by layoff shall be given no less than Sixty (60) calendar days written notice of such action.

- 1. After the Board has determined that there is a lack of work or a lack of funds and has made the decision to lay off employees, the District will issue notices of layoff to the employees affected.
- 2. Employees to be laid off shall be notified by certified/registered mail sent to the most recent address provided to the District by the employee.
- 3. The notice shall be deposited in the U.S. mail no less than sixty (60) calendar days prior to the effective date of the layoff. Copies of notices shall be sent to the Union.
- 4. The notice shall contain the effective day of layoff, displacement rights, if any, and reemployment rights.
- 5. The notice shall also contain a statement that the employee may be eligible for unemployment insurance.

<u>Section 4.</u> Order of Layoff: Layoffs shall be based upon seniority within a class and higher classes within the District.

- 1. In determining order of layoff in a lateral class (where an employee moves or has moved from one (1) 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.
- 2. Members with the least seniority within the class, plus higher classes, shall be laid-off first.

3. Effective July 1, 1987, seniority shall be based on the hire date in a permanent paid status in a class plus higher classes, as of the date of layoff.

# **Section 5.** Bumping Rights:

- 1. A member laid-off from his/her present class may bump into the next lower class in which the employee has previously served.
- 2. The accumulated service in the higher class plus the service of seniority in the present class shall determine the seniority within the class.
- 3. The employee may continue to bump into successive lower classes in which he/she has served to avoid layoff.
- 4. A member may elect to be laid-off in lieu of bumping. Accepting such a layoff does not affect the employee's reemployment rights under this Agreement.
- 5. When an employee was initially employed in an identifiable entry-level position within an existing specific family grouping of classifications, that employee shall retain seniority for that entry-level position even though the position has been reclassified and/or the title changed, provided the employee meets minimum qualifications required for the entry-level position.

**Section 6.** Equal Seniority: Where two (2) or more employees subject to layoff have equal class seniority, layoff shall be made on the basis of the last continuous hire date seniority.

<u>Section 7.</u> Reemployment Rights: Members laid-off are eligible for reemployment in reverse order of layoff for a period of thirty-nine (39) months and shall be mandatorily reemployed in preference to the District accepting new applicants within the class from which the layoff occurred.

Office and Technical Services Unit. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list. However, failure to respond within the time specified or a refusal to accept four (4) offers of employment shall cause the individual's name to be permanently removed from the reemployment list.

## **Section 8.** Special Reemployment Rights:

- 1. Upon any vacancy occurring within a class within the District within the classified service, the District shall:
  - a. First, offer reemployment to laid-off employees in order of highest seniority within the class in which the vacancy occurs and they possess vested job rights.
  - b. Such employees shall be notified by first-class mail at the last known address of record. The employee shall, if notified by mail, have three (3) workdays from proof of service but in no case more than seven (7) workdays from date

- of postmark to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy.
- c. Second, where no employee in a layoff status has vested or prior rights in a vacancy, or, where those having such rights refuse or fail to exercise them, the District shall offer reemployment to unit members in order of District seniority in any position within any class which is vacant within the units where the employee possesses the minimum qualifications for such vacant positions as delineated in the current Rules and Regulations of the District.
  - i. Such employees shall be notified by first class mail, and the employee shall, within seven (7) calendar days from date of postmark, notify and make application to the District to fill such vacancy.
  - ii. Failure to make application within the time limits shall be considered a waiver of the right to vacancy.
- d. Such reemployed members returning to the District in a class not previously occupied by them shall serve a regular probationary period in such classification and shall be placed on "Step 1" of the new class salary rate for the probationary period.
- 2. All terms and conditions contained within this Article shall apply to all members in job classifications represented by Teamsters 856.

## Section 9.

- 1. Any employee who is improperly laid-off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary.
- 2. Any permanent or probationary employee who is laid-off and is subsequently reemployed shall retain that seniority earned prior to the effective date of the layoff.
- 3. No seniority shall be earned during periods of separation from employment in the District, except during authorized military leave.

# ARTICLE 25 RECLASSIFICATION

Any member of the unit may request a job audit when the member believes that as a result of a gradual increase in duties, the position may warrant a salary range upgrade. The request for an audit must be submitted in writing, through Teamsters 856 with copies to the members' supervisor, manager or department head and to Human Resources. Such requests shall be made on a mutually approved form and submitted to Human Resources between the dates of October 15 and December 31, in each school year ending an even numbers (2015-16 school year, 17-18, 19-20, 21-22, etc.). Human Resources will respond in writing to all reclassification requests prior to March 31 of the

following calendar year and shall notify the employee and Teamsters 856 in writing of the recommendations as a result of the job audit. Any recommendation for job description modifications or salary range placement will be subject to negotiations with Teamsters 856. Reclassification requests that are approved will be effective July 1 of the following fiscal year. Failure to respond by July 1 shall result in automatic rights of review.

# ARTICLE 26 STAFF DEVELOPMENT

The District and the Union agree that it is to the mutual benefit of employees and the District for employees to participate in staff development activities.

Employees shall be released, with authorization from the Personnel Office, to attend District-sponsored in-service and staff development activities. Such authorization shall not be unreasonably denied.

There will be a joint Teamsters 856/District committee to develop staff development programs and topics. There will be a minimum of four days provided for staff development, three provided by the District and one additional as an "individual option."

District Provided: The District will provide a minimum of three days for staff development, based upon activities developed by the joint committee. The activities will be career/job-related. If the District does not provide three full days, the employee may take the difference in accordance with the individual option.

Individual Option: One additional day of release time will be provided for employees to take job/career related seminars, workshops, training, education, etc. for programs such as those provided by the District, adult education, community college, private, or union-sponsored.

The activity must be approved in advance and verified.

It is understood that scheduling will normally occur when a substitute will not be necessary. The District will determine whether or not to provide a substitute.

# ARTICLE 27 HARASSMENT

The Board will not tolerate harassment of District employees by any other employee of the District. Harassment is defined as unwelcome verbal or physical contact when:

A. Submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of employment;

- B. Submission to or rejection of such conduct by an individual is used as a basis for making personnel decisions affecting an employee; or,
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's performance or creating an intimidating, hostile, or offensive working environment.

# ARTICLE 28 NON-DISCRIMINATION

The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership or participation in the activities of an employee organization in a manner that is unlawful or violates that person's rights.

# ARTICLE 29 SITE BASED DECISION MAKING

It is agreed that any site based decision shall not impact the contractual rights or affect the negotiable issues of Teamsters 856 bargaining units. It is agreed that the District and Teamsters 856 may, by mutual agreement, open negotiations on the issue of inclusion of classified employees in site based decision making programs.

# ARTICLE 30 SIDE LETTERS OF AGREEMENT

- 1. Use of Volunteers: The District agrees to follow the existing side letters of agreement and established past practices regarding the use of volunteers. It is agreed that such practices include a provision that volunteer activities shall be approved in advance by the District and shall also provide for the inclusion of the appropriate Teamsters 856 personnel to coordinate any such activities.
  - Teamsters 856 agrees to provide copies of all side letter agreements and memorandums of understanding to the District regarding this issue to insure proper compliance with established past practices.
- 2. Joint Committees: In an effort to work cooperatively to resolve ongoing issues of mutual concern, the parties agree to establish or continue the following committees:
  - Maintenance Department Staffing Issues Committee. The District agrees to form a joint committee to analyze the overtime and temporary employment records and budget totals of the M & O Department with a view to developing craft positions including, but not limited to, reviewing the option of a crafts apprenticeship program.

Special Education Pilot Committee. The District and the Union shall establish a joint committee to review and develop a process of filling vacant positions in the Paraprofessional, especially Special Education classifications, in a more timely fashion. The committee's goals shall be to streamline and simplify the process within the existing provisions of the contractual agreement. It is understood that any process that is developed and agreed to shall be considered a pilot program, and shall only be continued after the end of the 99-00 fiscal year by mutual agreement of the parties.

# Custodial Work Assignment Committee.

- 1. The Custodial services consultant will address Custodial staffing levels in her report.
- 2. Teamsters 856 will have membership on the interview panel for the Director of Maintenance and Operations.
- 3. Teamsters 856 will have a meeting with the newly appointed Director of Maintenance and Operations within 30 days of his/her appointment.
- 4. Teamsters 856 representatives, at their request, may have private meeting with the Custodial services consultant.

<u>Attendance Committee</u>. The parties will form a committee to discuss ways of improving attendance rates among classified employees.

<u>Payroll Committee</u>: The parties will form a committee of management and bargaining unit members to discuss payroll issues.

Special Education Committee: The District and Teamsters 856 agree to establish a joint task force composed of three (3) representatives from the District and three (3) from Teamsters 856. The District representatives shall include a representative of the Special Education Department or Regional Superintendents, one (1) representative from Classified Personnel, and one (1) other designated by the District. The Union committee members shall consist of one (1) Teamsters 856 staff member, the President of the Paraprofessional Unit, and one (1) other designated by the Union.

The purpose of the committee shall be to address the following issues affecting Special Education paraprofessional Unit members:

- 1. Training and staff development
- 2. Job duties
- 3. Safety

# **Full Inclusion**

The District and the Union agree to continue negotiations on the subjects of "Full Inclusion" and Paraprofessionals.

# AGREEMENT BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND TEAMSTERS 856 ASBESTOS SURVEILLANCE/INSPECTION

#### TEAM SELECTION AND PAY FOR SERVICES

- A. Volunteers from the General Services, Maintenance, and Operations bargaining unit, in the West Contra Costa Unified School District Maintenance and Operations Department will be considered for the asbestos surveillance/inspection team. Twelve volunteers who qualify (see below) shall be appointed to the team.
  - 1. Elementary Head Custodians have the first option to perform the asbestos surveillance (six-month) at their own school; if the Elementary Head Custodian declines, surveillance of elementary schools will be completed by a designated surveillance/inspection team member.
  - 2. Surveillance/inspections of secondary and non-school WCCUSD sites and other sites in which WCCUSD instructs students will be completed by surveillance/inspection team members. Assignment to surveillance/inspection duties by team members will be made in seniority order and in rotation so that all team members will receive substantially equal assignments. Note: Asbestos inspections occur at 3-year intervals and are distinguishable from asbestos surveillance by requiring a higher degree of training and involving more intensive inspection duties.
- B. Surveillance/inspection team members must have completed the asbestos training prescribed by AHERA law and must meet the following standards.
  - 1. Must be able to read and comprehend the instructions for the inspections.
  - 2. Must be able to write legibly so that the inspection documents can be easily read.
  - 3. Must be able to interpret school plans so that they can identify asbestos sites.
  - 4. Must be able to differentiate between friable and non-friable asbestos.
  - 5. Must be physically able to climb stairs and ladders, crawl under floors and walk entire building areas.
- C. Volunteers will be interviewed and tested by the District in seniority order. Those twelve volunteers who meet the above standards will be chosen for the surveillance/inspection team.
- D. Employees will perform surveillance/inspections in overtime hours not to exceed four hours a day or 10 hours per week.
- E. Remuneration for team members will be at their regular overtime rate plus a 10% differential for hours worked performing duties referenced herein.

# SIDE LETTER ON DIRECT DELIVERY AND COMMODITIES PURCHASE INTERIM PROGRAM

The parties agree to the following revised Side Letter covering the Direct Delivery and Commodities Purchase Interim Program. This side letter will supersede the Direct Delivery and Commodities Purchase Side Letter made a part of the Mediated Settlement Agreement dated July 25, 2002, that is currently in existence:

- 1. The District has implemented a Direct Delivery and Commodities Purchase Interim Program designed to broaden the choices offered to the sites, increase efficiency, decrease cost, and improve service. The District will determine the commodities included in the program.
- 2. The District will convene an advisory committee during the 2005/06 and the 2006/07 school year to assess the effectiveness of the program and make recommendations as appropriate. The District will determine the makeup and number of members on the committee except as follows: The Teamsters 856 appointed members of the committee will include one school secretary, one stores warehouse person, one custodian, one representative of the GSM&O sub unit, and one Teamsters 856 staff member. Teamsters 856 will have no fewer members on the committee than any other bargaining unit. The committee will review and analyze the program using benchmarks and methodologies the committee deems appropriate to determine timelines of delivery, quality of commodities, cost savings, customer service, ease of use, and other costs and benefits to the District. The committee will make an advisory report to the Board of Trustees during the 2006-2007 year. This report may include recommendations concerning the program.
- 3. The parties agree that the implementation of this program will not cause any lay-off, demotions or Y-rating of any permanent employee covered by this agreement.
- 4. The parties agree that to the extent that this article conflicts with Article 22, this side letter will prevail. The parties agree that there are no other articles impacting his article
- 5. Failure of the District to abide by the terms of this agreement or to follow the process as defined within the time frames identified herein will render this side letter null and void. Should this nullification occur the Direct Delivery and Commodities Purchase Interim Program shall be suspended until the parties can meet concerning any corrective action necessary. This means that the parties agree to meet and thoroughly review the issues and make a good faith effort to resolve differences.
- 6. Teamsters 856 agrees to withdraw the "Grievance on Violation of Article 22, Restriction on Contracting Out and Violation of the Direct Delivery and Commodities Purchase Program Side Letter" dated April 4, 2005 upon completion of this process. The District and Teamsters 856 agree that the "Grievance on Violation of Article 22, Restriction on Contracting Out and Violation of the Direct Delivery and Commodities Purchase Program Side Letter" shall be held in abeyance until such time.

# Office and Clerical Unit

The District agrees to place a Clerk Typist I at all those Elementary Schools where the enrollment

level is at five-hundred (500) students or more. The increased staffing shall be posted and implemented immediately upon ratification of this agreement in accordance with current contract provisions. The Clerk Typist I position will be staffed in all applicable schools at a minimum of three and one-half (3-1/2) hours per day per position.

The District agrees to add Typist Clerk I help at those elementary schools which are below 500 in enrollment by providing three hours per day Typist Clerk I staff. It is agreed that the work year for these employees will be 182 days.

The District will add Instructional Media Technician at the secondary level so that the number is equal to the number of Librarians, and the staffing will be "paired." It is understood that if there are future additions or deletions of library staffing at the secondary level, the staffing will be proportionately affected.

# ARTICLE 31 DISTRIBUTION OF AGREEMENT

Following ratification of this Agreement by both parties herein, said parties shall share equally the cost of preparing and distributing a sufficient number of copies to all members of the bargaining unit and designated management personnel.

# ARTICLE 32 CLASS SIZE REDUCTION

Class Size Reduction: The District agrees to continue to bargain regarding the impact of class size reduction implementation affecting Teamsters 856 Paraprofessional Unit members.

The District acknowledges that there will be overtime necessary related to the implementation of the class size reduction and that overtime for Clerical and Custodial and other classifications shall be pre-approved for what is reasonably necessary and that contract provisions and past practices shall apply to the assignments.

The District agrees that three Custodians will be hired by November 1, 1998 for an additional "crew." The District and the Union will work out detail changes at affected school sites impacted by the implementation of class size reduction.

The District and Teamsters 856 and UTR will form an ongoing committee to review and monitor issues related to the implementation of class size reduction.

# ARTICLE 33 2021–2022 COMMITTEES

The parties agree to convene committees to address the areas below during the life of the 2021-2022 Collective Bargaining Agreement:

# Job description revision

- CSO function and job description
- SCOW funding and job description
- Creation of an Interpreter/Translator Permanent Position
- Trades job description updates

#### **Operations**

- Alternate work schedules in GSMO
- Paraprofessional scheduling
- Classified Staff Training Program
- Vacation pay/accruals
- Paraprofessional transfer
- Workload in Grounds Department
- Breakfast Program

#### Compensation / Staffing

- Compensation and job responsibility discussion
  - o Custodial, including Head Custodians and Central Kitchen Custodian
  - o Office and Clerical, including site based clerical
- Staffing and compensation discussion
  - o K-8 custodians, plus Greenwood head custodian
  - o K-8 OTS staff

# **Distance Work Protocols**

The parties agree to meet and confer to develop protocols for distance work during the 2021 - 2022 school year. These protocols, which do not impact direct services to students, will be defined by specific job classification / title / location and shall be piloted, through an MOU, for possible inclusion into the successor contract.

# ARTICLE 34 APPRENTICESHIP PROGRAM

The parties agree the District will **continue** an apprenticeship program.

# **WCCUSD Apprenticeship Program**

Purpose: To provide a significant professional growth opportunity to our employees. Opportunities that will inspire our employees to learn and be greater assets to the district, their families and their community. Apprentice opportunities shall be available in the following trades:

Auto Mechanic
Carpenter
Concrete Mason
Electrician
Electronics Technician
General Mechanic
Glazier
HVAC Mechanic
Locksmith
Painter
Plumber
Roofer
Sheetmetal Worker
Welder

- 1. Experience is helpful however experience in a craft not necessary
- 2. Desire to grow professionally
- 3. Willingness to work and learn new things
- 4. Basic Assessment; done after 2- and 5-month periods
- 5. Final Assessment; done after 2-year term
- 6. After successful completion of 2-year term, employees will return to their prior classification or an assistant position within the trade completed pending available funding.

#### Advertising:

- 1. Getting the word out about applying; joint communication
- 2. Encourage people to get educated on the crafts
- 3. Take an opportunity to meet with our craftspeople
- 4. Edjoin Applications, Internal candidates only
- 5. Classified Training Day; continuing education

# Selection and Training:

- 1. Permanent employees get priority then subs
- 2. Interview team will be decided by the Supervisors Panel
  - a. Top four (4) in seniority will get interviews, consistent with the MOU (job positions/promotions)
- 3. Assignment; employees will apply and be assigned to their areas of interest

- a. Supervisors Panel, led by Maintenance Manager; will determine need (number of people) interview (question and answer), select (choose successful candidates) and distribute (assign) candidates
  - 1. Supervisors Panel will consist of one trade employee per shop, Shop Steward, and Teamsters #856 Representative
  - 2. Panel makes recommendations to the Maintenance Manager
  - 3. Apprentices should have the opportunity to work with all members of the trade
  - 4. If two (2) candidates are equally qualified, seniority shall rule
- b. Twice a year (September and March), Teamsters and HR Director will meet with the Maintenance and Operations leadership to review the program.
- 4. Evaluation will be conducted over the two-year term; 2-month, 5-month, 1 year, 2 year
  - a. Evaluation completed by supervisor with input from Journeymen

# Integration; Guidelines developed by each department

- 1. How much? How soon?
- 2. Conversations with our craftspeople will determine the pacing of the learning

#### Certification

- 1. Testing; is there specific testing necessary for certification in this specific trade?
  - a. Employees will have an opportunity to test for formal state recognized certification in their trade.
  - b. District will bear the cost of one assessment.

#### Duration

- 1. 2-year term
- 2. The District shall have the right to hire a permanent employee to backfill the apprentice.
- 3. After the 2-year term is complete, employees return to their original classification and pay range, or be placed as an assistant in the appropriate trade.

#### Compensation;

1. Range-62

## **Priority**

- 1. Able to apply for open positions, when qualified for a position that is in need
- 2. This program qualifies candidates for the specific trade they trained for
- 3. A qualified apprentice will be given priority to positions they have trained
  - a. After successful completion of the two-year term, Apprentices will qualify as Assistants; Range 65
  - b. After two successful years as an Assistant, the employee will be eligible to be promoted to Journeyman; Range-73

# **BARGAINING TEAMS**

# **TEAMSTERS LOCAL UNION NO. 856**

# **AND**

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

#### **Teamsters Local 856 Bargaining Team**

Veronica Diaz

Jeanette Bradfield

Shaune Vaughn

Business Agent, Chief Negotiator

Business Agent, Negotiator

Business Agent, Negotiator

## **General Services, Maintenance and Operations Unit**

Gary Abeyta Plumber Apprentice

Greg Arias Locksmith
Casey Curtin Concrete Mason

Reynaldo Hernandez Plumber

Fernando Mercardo Food Service Transport Driver

# **Paraprofessional Unit**

Kris Meadows Occupational Therapist

Kendra Molden Special Education Paraprofessional III Monica Pacini School Community Outreach Worker Bil

Kianga Robinson Occupational Therapist

Sara Scott Special Education Paraprofessional III

#### Office and Technical Services Unit

Angelica Lopez Accounting Technician
Maria Resendiz Administrative Technician

Joey Taber Typist Clerk III

#### **West Contra Costa Unified School District Bargaining Team**

Tony Wold, Ed.D. Associate Superintendent, Business Services

Marci Williams Chief Personnel Officer

Luis Freese Associate Superintendent, Facilities M & O Janet Scott, Ed.D. Human Resources Director, Classified

Sonja Neely-Johnson Director, Special Education

Matt Burnham Principal, Fred T. Korematsu Middle School

Summerlynn Sigler Principal, DeAnza High School

Christine Hatcher Principal, Riverside Elementary School

#### ARTICLE 35 SIGNATURES TO AGREEMENT

For Teamsters Local 856

For West Contra Costa Unified School District

Veronica Diazi Business Agent
Chief Negotiator

Marci Williams, Chief Personnel Officer
Human Resources /Negotiator

Jean ette Bradfield, Business Agent
Negotiator

Shaune Vaughn, Business Agent
Negotiator

Peter Finn

Secretary-Treasurer

# EXHIBIT A SALARY SCHEDULES 2021-2022

#### WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT TEAMSTERS LOCAL UNION No. 856 SALARY SCHEDULES 5 THROUGH 23 2021-2022

JOB TITLE	DAYS	SCHEDULE	RANGE		STEP 1			STEP 2			STEP 3			STEP 4			STEP 5	$\overline{}$
				Annual	Monthly	Hourly												
ABA AIDE	208	10	57	\$35,203.56	\$3,200.32	\$22.57	\$36,784.21	\$3,344.02	\$23.58	\$38,474.80	\$3,497.71	\$24.66	\$40,198.66	\$3,654.42	\$25.77	\$42,012.04	\$3,819.28	\$26.93
ACADEMIC SUPPORT PROVIDER	208	10	64	\$40,996.80	\$3,726,98	\$26.28	\$40,996.80	\$3,726,98	\$26.28	\$40,996.80	\$3,726,98	\$26.28	\$40,996,80	\$3,726,98	\$26.28	\$40,996.80	\$3,726,98	\$26.28
ACCOUNTANT II	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
ACCOUNTING TECHNICIAN	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
ACCOUNTS PAYABLE TECHNICIAN	260	5	65	\$52,515.75	\$4,376,31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62.862.40	\$5,238.53	\$32.24
ADMINISTRATIVE TECHNICIAN	260	5	62	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10
ADMINISTRATIVE TECHNICIAN BILINGUAL	260	5	63	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82
APPRENTICE	260	5	62	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10
ASSESSMENT TECHNICIAN	260	5	62	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10
ASSISTIVE TECHNOLOGY PARAPROFESSNAL	208	10	54	\$32,917.02	\$2,992.46	\$21.10	\$34,431.17	\$3,130.11	\$22.07	\$35,963.20	\$3,269.38	\$23.05	\$37,561.72	\$3,414.70	\$24.08	\$39,321.40	\$3,574.67	\$25.21
ATTENDANCE CLERK	225	14	47	\$30,702.01	\$2,791.09	\$18.19	\$31,994.05	\$2,908.55	\$18.96	\$33,441.03	\$3,040.09	\$19.82	\$34,943.35	\$3,176.67	\$20.71	\$36,503.77	\$3,318.52	\$21.63
ATTENDANCE CLERK	260	5	47	\$35,476.87	\$2,956.41	\$18.19	\$36,970.82	\$3,080.90	\$18.96	\$38,644.50	\$3,220.38	\$19.82	\$40,379.36	\$3,364.95	\$20.71	\$42,181.60	\$3,515.13	\$21.63
ATTENDANCE ENROLLMENT TECHNICIAN	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
ATTENDANCE/ENROLLMENT SPECIALIST	260	5	70	\$58,691.28	\$4,890.94	\$30.10	\$61,370.92	\$5,114.24	\$31.47	\$64,162.88	\$5,346.91	\$32.90	\$67,219.45	\$5,601.62	\$34.47	\$70,359.65	\$5,863.30	\$36.08
AUDIOMETRIST	260	5	59	\$45,979.52	\$3,831.63	\$23.58	\$48,095.04	\$4,007.92	\$24.66	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18
AUTO MECHANIC	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
BABYSITTER	208	10	27	\$23,977.13	\$2,179.74	\$15.37	\$23,977.13	\$2,179.74	\$15.37	\$23,977.13	\$2,179.74	\$15.37	\$23,977.13	\$2,179.74	\$15.37	\$23,977.13	\$2,179.74	\$15.37
BILINGUAL ASSESSMENT AND REGISTRATION TECHNICIAN	260	5	63	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82
BILINGUAL ASSESSMENT TECHNICIAN	260	5	63	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82
BILINGUAL PARAPROFESSIONAL	208	10	48	\$28,893.83	\$2,626.71	\$18.52	\$30,211.02	\$2,746.46	\$19.37	\$31,546.11	\$2,867.83	\$20.22	\$32,917.02	\$2,992.46	\$21.10	\$34,431.17	\$3,130.11	\$22.07
BUDGET TECHNICIAN	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
BUILDING MAINTENANCE WORKER	260	5	56	\$43,039.01	\$3,586.58	\$22.07	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28
CAMPUS SAFETY SPECIALIST I	227	16	54	\$35,923.87	\$3,265.81	\$21.10	\$37,576.31	\$3,416.03	\$22.07	\$39,248.28	\$3,568.03	\$23.05	\$40,992.85	\$3,726.62	\$24.08	\$42,913.25	\$3,901.20	\$25.21
CAMPUS SAFETY SPECIALIST II	227	16	63	\$43,870.35	\$3,988.21	\$25.77	\$45,750.94	\$4,159.18	\$26.87	\$47,979.51	\$4,316.77	\$28.18	\$50,165.41	\$4,560.49	\$29.47	\$52,467.89	\$4,769.81	\$30.81
CARPENTER	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
CARPENTER/CABINET MAKER TRAINEE	260	5	56	\$43,039.01	\$3,586.58	\$22.07	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28
CASEMIS TECHNICIAN	260	5	66	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10	\$61,370.92	\$5,114.24	\$31.47	\$64,162.88	\$5,346.91	\$32.90
CONCRETE MASON	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
CUSTODIAN	260	5	48	\$36,115.89	\$3,009.66	\$18.52	\$37,764.61	\$3,147.05	\$19.37	\$39,433.31	\$3,286.11	\$20.22	\$41,146.93	\$3,428.91	\$21.10	\$43,039.01	\$3,586.58	\$22.07
CUSTODIAN SPECIAL EDUCATION PRESCHOOL	260	5	51	\$38,644.50	\$3,220.38	\$19.82	\$40,379.36	\$3,364.95	\$20.71	\$42,181.60	\$3,515.13	\$21.63	\$44,005.05	\$3,667.09	\$22.57	\$45,979.52	\$3,831.63	\$23.58
DATA ENTRY CLERK	225	14	51	\$33,441.03	\$3,040.09	\$19.82	\$34,943.35	\$3,176.67	\$20.71	\$36,503.77	\$3,318.52	\$21.63	\$38,080.78	\$3,461.89	\$22.57	\$39,790.60	\$3,617.33	\$23.58
DESKTOP SUPPORT TECHNICIAN	260	5	70	\$58,691.28	\$4,890.94	\$30.10	\$61,370.92	\$5,114.24	\$31.47	\$64,162.88	\$5,346.91	\$32.90	\$67,219.45	\$5,601.62	\$34.47	\$70,359.65	\$5,863.30	\$36.08
DROPOUT PREVENTION SPECIALIST	260	5	57	\$44,005.05	\$3,667.09	\$22.57	\$45,979.52	\$3,831.63	\$23.58	\$48,095.04	\$4,007.92	\$24.66	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93
DUPLICATION SPECIALIST	260	5	56	\$43,039.01	\$3,586.58	\$22.07	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28
EARLY LEARNING COMMUNITY WORKER	260	5	52	\$39,433.31	\$3,286.11	\$20.22	\$41,146.93	\$3,428.91	\$21.10	\$43,039.01	\$3,586.58	\$22.07	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08
EL GRADUATE TUTOR BILINGUAL	208	10	68	\$44,894.18	\$4,081.29	\$28.78	\$46,953.01	\$4,268.46	\$30.10	\$49,096.74	\$4,463.34	\$31.47	\$51,330.31	\$4,666.39	\$32.90	\$53,775.56	\$4,888.69	\$34.47

JOB TITLE	DAYS	SCHEDULE	RANGE		STEP 1			STEP 2			STEP 3			STEP 4			STEP 5	$\overline{}$
	$\Box$			Annual	Monthly	Hourly												
EL PRESCHOOL INST. ASST BILINGUAL	208	10	45	\$27,277.40	\$2,479.76	\$17.49	\$28,382.30	\$2,580.21	\$18.19	\$29,576.73	\$2,688.79	\$18.96	\$30,914.38	\$2,810.40	\$19.82	\$32,303.18	\$2,936.65	\$20.71
EL PRESCHOOL INSTRUCTIONAL ASSISTANT	208	10	44	\$26,607.30	\$2,418.85	\$17.06	\$27,781.25	\$2,525.57	\$17.81	\$28,893.83	\$2,626.71	\$18.52	\$30,211.02	\$2,746.46	\$19.37	\$31,546.11	\$2,867.83	\$20.22
ELECTRICIAN	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
ELECTRONICS TECHNICIAN	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
ELEMENTARY PLAYGROUND SUPERVISOR	208	10	40	\$24,960.00	\$2,269.09	\$16.00	\$24,960.00	\$2,269.09	\$16.00	\$24,960.00	\$2,269.09	\$16.00	\$24,960.00	\$2,269.09	\$16.00	\$24,960.00	\$2,269.09	\$16.00
EQ. CONTROL WAREHOUSE/WORKER DRIVER	260	5	67	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74
EQUIPMENT MECHANIC	260	5	66	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10	\$61,370.92	\$5,114.24	\$31.47	\$64,162.88	\$5,346.91	\$32.90
FACILITIES USE TECHNICIAN	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
FIELD & FACILITIES USE WORKER	260	5	54	\$41,146.93	\$3,428.91	\$21.10	\$43,039.01	\$3,586.58	\$22.07	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21
FIELD MAINTENANCE GROUNDS KEEPER	260	5	57	\$44,005.05	\$3,667.09	\$22.57	\$45,979.52	\$3,831.63	\$23.58	\$48,095.04	\$4,007.92	\$24.66	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93
FIELD MAINTENANCE GROUNDSKEEPER LEADWORKER	260	5	63	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82
FOOD PRODUCTION LEAD WORKER	208	10	55	\$33,745.71	\$3,067.79	\$21.63	\$35,203.56	\$3,200.32	\$22.57	\$36,784.21	\$3,344.02	\$23.58	\$38,474.80	\$3,497.71	\$24.66	\$40,198.66	\$3,654.42	\$25.77
FOOD SERVICE AIDE	208	10	43	\$26,095.76	\$2,372.34	\$16.73	\$27,277.40	\$2,479.76	\$17.49	\$28,382.30	\$2,580.21	\$18.19	\$29,576.73	\$2,688.79	\$18.96	\$30,914.38	\$2,810.40	\$19.82
FOOD SERVICE AIDE/CLERK	208	10	47	\$28,382.30	\$2,580.21	\$18.19	\$29,576.73	\$2,688.79	\$18.96	\$30,914.38	\$2,810.40	\$19.82	\$32,303.18	\$2,936.65	\$20.71	\$33,745.71	\$3,067.79	\$21.63
FOOD SERVICE COMMUNICATION TECHNOLOGY SPECIALIST	260	5	74	\$64,162.88	\$5,346.91	\$32.90	\$67,219.45	\$5,601.62	\$34.47	\$70,359.65	\$5,863.30	\$36.08	\$73,635.87	\$6,136.32	\$37.76	\$77,023.17	\$6,418.60	\$39.50
FOOD SERVICE DRIVER WAREHOUSE WORKER	260	5	63	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82
FOOD SERVICE OPERATIONS ASSISTANT	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
FOOD SERVICE TRANSPORT DRIVER	260	5	63	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82
FOOD SERVICE WORKER I	208	10	45	\$27,277.40	\$2,479.76	\$17.49	\$28,382.30	\$2,580.21	\$18.19	\$29,576.73	\$2,688.79	\$18.96	\$30,914.38	\$2,810.40	\$19.82	\$32,303.18	\$2,936.65	\$20.71
FOOD SERVICE WORKER II	208	10	53	\$32,303.18	\$2,936.65	\$20.71	\$33,745.71	\$3,067.79	\$21.63	\$35,203.56	\$3,200.32	\$22.57	\$36,784.21	\$3,344.02	\$23.58	\$38,474.80	\$3,497.71	\$24.66
FOOD SERVICE WORKER POT WASHER	208	10	48	\$28,893.83	\$2,626.71	\$18.52	\$30,211.02	\$2,746.46	\$19.37	\$31,546.11	\$2,867.83	\$20.22	\$32,917.02	\$2,992.46	\$21.10	\$34,431.17	\$3,130.11	\$22.07
FOOD SERVICE WORKER/CASHIER	208	10	47	\$28,382.30	\$2,580.21	\$18.19	\$29,576.73	\$2,688.79	\$18.96	\$30,914.38	\$2,810.40	\$19.82	\$32,303.18	\$2,936.65	\$20.71	\$33,745.71	\$3,067.79	\$21.63
GARDENER	260	5	56	\$43,039.01	\$3,586.58	\$22.07	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28
GARDENER LEAD WORKER	260	5	62	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10
GARDENER OPERATOR	260	5	60	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78
GARDENER OPERATOR LEADWORKER	260	5	63	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82
GARDENER TREE TOPPER	260	5	61	\$48,095.04	\$4,007.92	\$24.66	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47
GARDENER TREE TOPPER LEADWORKER	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
GENERAL MECHANIC	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
GLAZIER	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
GRADUATE TUTOR	208	10	65	\$42,012.04	\$3,819.28	\$26.93	\$43,963.53	\$3,996.68	\$28.18	\$45,966.18	\$4,178.74	\$29.47	\$48,076.25	\$4,370.57	\$30.82	\$50,291.17	\$4,571.92	\$32.24
GRADUATE TUTOR BILINGUAL	208	10	66	\$42,889.34	\$3,899.03	\$27.49	\$44,894.52	\$4,081.32	\$28.78	\$46,953.45	\$4,268.50	\$30.10	\$49,096.75	\$4,463.34	\$31.47	\$51,329.60	\$4,666.33	\$32.90
GROUNDS WORKER	260	5	48	\$36,115.89	\$3,009.66	\$18.52	\$37,764.61	\$3,147.05	\$19.37	\$39,433.31	\$3,286.11	\$20.22	\$41,146.93	\$3,428.91	\$21.10	\$43,039.01	\$3,586.58	\$22.07
HEAD CUSTODIAN ELEMENTARY	260	5	55	\$42,181.60	\$3,515.13	\$21.63	\$44,005.05	\$3,667.09	\$22.57	\$45,979.52	\$3,831.63	\$23.58	\$48,095.04	\$4,007.92	\$24.66	\$50,247.98	\$4,187.33	\$25.77
HEATING VENTILATING ASSISTANT	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
HEATING/VENTILATING MECHANIC	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
HUMAN RESOURCES CLERK	260	5	60	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78
HUMAN RESOURCES CREDENTIAL TECHNICIAN	260	5	70	\$58,691.28	\$4,890.94	\$30.10	\$61,370.92	\$5,114.24	\$31.47	\$64,162.88	\$5,346.91	\$32.90	\$67,219.45	\$5,601.62	\$34.47	\$70,359.65	\$5,863.30	\$36.08
HUMAN RESOURCES TECHNICIAN	260	5	65	\$52,515.75	\$4,376.32	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
INDUSTRIAL TECHNOLOGIES MAKER SPACE MGR	208	10	73	\$50,289.91	\$4,571.81	\$32.24	\$52,631.31	\$4,784.66	\$33.74	\$55,091.53	\$5,008.33	\$35.32	\$57,641.63	\$5,240.15	\$36.95	\$60,423.37	\$5,493.03	\$38.73
INFORMATION TECH HELP DESK	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24

JOB TITLE	DAYS	SCHEDULE	RANGE		STEP 1			STEP 2	$\overline{}$		STEP 3			STEP 4			STEP 5	
				Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly
INST. ASSIST. SP. ED. VISUALLY IMPAIRED	208	10	51	\$30,914.38	\$2,810.40	\$19.82	\$32,303.18	\$2,936.65	\$20.71	\$33,745.71	\$3,067.79	\$21.63	\$35,203.56	\$3,200.32	\$22.57	\$36,784.21	\$3,344.02	\$23.58
INST. ASST. SP. ED. DEAF/HARD HEARING	208	10	51	\$30,914.38	\$2,810.40	\$19.82	\$32,303.18	\$2,936.65	\$20.71	\$33,745.71	\$3,067.79	\$21.63	\$35,203.56	\$3,200.32	\$22.57	\$36,784.21	\$3,344.02	\$23.58
INSTRUCTIONAL MEDIA TECHNICIAN	260	5	64	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.71	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10	\$61,370.91	\$5,114.24	\$31.47
INTERPRETER DEAF/HARD HEARING	208	10	63	\$40,198.66	\$3,654.42	\$25.77	\$42,012.04	\$3,819.28	\$26.93	\$43,963.53	\$3,996.68	\$28.18	\$45,966.18	\$4,178.74	\$29.47	\$48,076.25	\$4,370.57	\$30.82
INTERPRETER/TRANSLATOR BILINGUAL II	260	5	66	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10	\$61,370.92	\$5,114.24	\$31.47	\$64,162.88	\$5,346.91	\$32.90
INTERPRETER/TRANSLATOR I BILINGUAL	260	5	62	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10
IRRIGATION EQUIPMENT TECHNICIAN	260	5	66	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10	\$61,370.92	\$5,114.24	\$31.47	\$64,162.88	\$5,346.91	\$32.90
IRRIGATION TECHNICIAN	260	5	66	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10	\$61,370.92	\$5,114.24	\$31.47	\$64,162.88	\$5,346.91	\$32.90
LEAD ASSESSMENT TECHNICIAN	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
LIBRARY MEDIA SPECIALIST	217	11	56	\$35,920.97	\$3,265.54	\$22.07	\$37,519.28	\$3,410.84	\$23.05	\$39,187.00	\$3,562.45	\$24.08	\$41,022.81	\$3,729.35	\$25.21	\$42,765.22	\$3,887.75	\$26.28
LIBRARY RESOURCE SECRETARY	260	5	55	\$42,181.60	\$3,515.13	\$21.63	\$44,005.05	\$3,667.09	\$22.57	\$45,979.52	\$3,831.63	\$23.58	\$48,095.04	\$4,007.92	\$24.66	\$50,247.98	\$4,187.33	\$25.77
LOCKSMITH	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
MAILROOM TECHNICIAN/DELIVERY WORKER	260	5	54	\$41,146.93	\$3,428.91	\$21.10	\$43,039.01	\$3,586.58	\$22.07	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21
NETWORK TECHNICIAN	260	5	74	\$64,162.88	\$5,346.91	\$32.90	\$67,219.45	\$5,601.62	\$34.47	\$70,359.65	\$5,863.30	\$36.08	\$73,635.87	\$6,136.32	\$37.76	\$77,023.17	\$6,418.60	\$39.50
OFFICE MACHINE REPAIR WORKER	260	5	63	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82
OFFICE MACHINE TECHNICIAN	260	5	70	\$58,691.28	\$4,890.94	\$30.10	\$61,370.92	\$5,114.24	\$31.47	\$64,162.88	\$5,346.91	\$32.90	\$67,219.45	\$5,601.62	\$34.47	\$70,359.65	\$5,863.30	\$36.08
OPERATIONS SECRETARY	260	5	61	\$48,095.04	\$4,007.92	\$24.66	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47
OPERATIONS TECHNICIAN	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
PAINTER	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
PAINTER ASSISTANT	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
PARENT LIAISON WORKER	208	10	53	\$32,303.18	\$2,936.65	\$20.71	\$33,745.71	\$3,067.79	\$21.63	\$35,203.56	\$3,200.32	\$22.57	\$36,784.21	\$3,344.02	\$23.58	\$38,474.80	\$3,497.71	\$24.66
PAYROLL CLERK	260	5	60	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78
PAYROLL LEAD TECHNICIAN	260	5	70	\$58,691.28	\$4,890.94	\$30.10	\$61,370.91	\$5,114.24	\$31.47	\$64,162.87	\$5,346.91	\$32.90	\$67,219.45	\$5,601.62	\$34.47	\$70,359.65	\$5,863.30	\$36.08
PAYROLL TECHNICIAN	260	5	65	\$52,515.75	\$4,376.32	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
PLUMBER	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
PRESCHOOL CASHIER	260	5	53	\$40,379.36	\$3,364.95	\$20.71	\$42,181.60	\$3,515.13	\$21.63	\$44,005.05	\$3,667.09	\$22.57	\$45,979.52	\$3,831.63	\$23.58	\$48,095.04	\$4,007.92	\$24.66
PRESCHOOL COMMUNITY WORKER	224	13	52	\$33,972.74	\$3,088.43	\$20.22	\$35,449.10	\$3,222.65	\$21.10	\$37,079.71	\$3,370.88	\$22.07	\$38,729.60	\$3,520.87	\$23.05	\$40,451.10	\$3,677.37	\$24.08
PROCUREMENT TRAINING TECHNICIAN	260	5	60	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78
PURCHASING TECHNICIAN	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
REGISTRAR	260	5	52	\$39,433.31	\$3,286.11	\$20.22	\$41,146.93	\$3,428.91	\$21.10	\$43,039.01	\$3,586.58	\$22.07	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08
RESEARCH AND TESTING ASSISTANT	260	5	64	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78	\$58,691.28	\$4,890.94	\$30.10	\$61,370.92	\$5,114.24	\$31.47
ROOFER	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
SAFETY/DISASTER PREPAR OFFICER	260	5	67	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74
SCH COMMUNITY OUTREACH SPEC BILINGUAL	208	10	57	\$35,203.56	\$3,200.32	\$22.57	\$36,784.21	\$3,344.02	\$23.58	\$38,474.80	\$3,497.71	\$24.66	\$40,198.66	\$3,654.42	\$25.77	\$42,012.04	\$3,819.28	\$26.93
SCH COMMUNITY OUTREACH WORKER BILINGUAL	217	11	54	\$34,341.86	\$3,121.99	\$21.10	\$35,921.03	\$3,265.55	\$22.07	\$37,518.96	\$3,410.81	\$23.05	\$39,187.71	\$3,562.52	\$24.08	\$41,022.10	\$3,729.28	\$25.21
SCHOOL COMMUNITY OUTREACH SPECIALIST	208	10	56	\$34,431.17	\$3,130.11	\$22.07	\$35,963.20	\$3,269.38	\$23.05	\$37,561.72	\$3,414.70	\$24.08	\$39,321.40	\$3,574.67	\$25.21	\$40,991.54	\$3,726.50	\$26.28
SCHOOL COMMUNITY OUTREACH WORKER	217	11	53	\$33,701.22	\$3,063.75	\$20.71	\$35,205.40	\$3,200.49	\$21.63	\$36,727.28	\$3,338.84	\$22.57	\$38,375.20	\$3,488.65	\$23.58	\$40,140.85	\$3,649.17	\$24.66
SCHOOL COMMUNITY WORKER	224	13	52	\$33,972.74	\$3,088.43	\$20.22	\$35,449.10	\$3,222.65	\$21.10	\$37,079.71	\$3,370.88	\$22.07	\$38,729.60	\$3,520.87	\$23.05	\$40,451.10	\$3,677.37	\$24.08
SCHOOL COMMUNITY WORKER BILINGUAL	224	13	53	\$34,788.06	\$3,162.55	\$20.71	\$36,341.53	\$3,303.78	\$21.63	\$37,911.53	\$3,446.50	\$22.57	\$39,613.76	\$3,601.25	\$23.58	\$41,434.42	\$3,766.77	\$24.66
SCHOOL HEALTH AIDE	208	10	51	\$30,914.38	\$2,810.40	\$19.82	\$32,303.18	\$2,936.65	\$20.71	\$33,745.71	\$3,067.79	\$21.63	\$35,203.56	\$3,200.32	\$22.57	\$36,784.21	\$3,344.02	\$23.58
SCHOOL SECRETARY	227	16	55	\$36,828.24	\$3,348.02	\$21.63	\$38,419.27	\$3,492.66	\$22.57	\$40,144.28	\$3,649.48	\$23.58	\$41,989.34	\$3,817.21	\$24.66	\$43,870.67	\$3,988.24	\$25.77

JOB TITLE	DAYS	SCHEDULE	RANGE		STEP 1			STEP 2			STEP 3			STEP 4			STEP 5	
				Annual	Monthly	Hourly												
SCHOOL SECRETARY BILINGUAL	227	16	56	\$37,576.31	\$3,416.03	\$22.07	\$39,248.28	\$3,568.03	\$23.05	\$40,992.85	\$3,726.62	\$24.07	\$42,913.25	\$3,901.20	\$25.20	\$44,735.97	\$4,066.91	\$26.27
SECONDARY SCHOOL CASHIER	225	14	53	\$34,943.35	\$3,176.67	\$20.71	\$36,503.77	\$3,318.52	\$21.63	\$38,080.78	\$3,461.89	\$22.57	\$39,790.60	\$3,617.33	\$23.58	\$41,619.39	\$3,783.58	\$24.66
SENIOR ACCOUNT CLERK	260	5	60	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49	\$56,117.72	\$4,676.48	\$28.78
SENIOR BUDGET CONTROL CLERK	260	5	61	\$48,095.04	\$4,007.92	\$24.66	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47
SENIOR DESKTOP SUPPORT TECHNICIAN	260	5	74	\$64,162.88	\$5,346.91	\$32.90	\$67,219.45	\$5,601.62	\$34.47	\$70,359.65	\$5,863.30	\$36.08	\$73,635.87	\$6,136.32	\$37.76	\$77,023.17	\$6,418.60	\$39.50
SENIOR DUPLICATION SPECIALST	260	5	58	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49
SENIOR OFFICE MACHINE REPAIR WORKER	260	5	67	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74
SENIOR OFFICE MACHINE TECHNICIAN	260	5	74	\$64,162.88	\$5,346.91	\$32.90	\$67,219.45	\$5,601.62	\$34.47	\$70,359.65	\$5,863.30	\$36.08	\$73,635.87	\$6,136.32	\$37.76	\$77,023.17	\$6,418.60	\$39.50
SENIOR SCHOOL FACILITIES SPECIALIST	260	5	71	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95
SENIOR WAREHOUSE WORKER	260	5	69	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32
SHEET METAL WORKER	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73
SP. ED. EMPLOYMENT SPECIALIST	225	14	64	\$44,341.81	\$4,031.07	\$26.28	\$46,394.72	\$4,217.70	\$27.49	\$48,563.79	\$4,414.89	\$28.78	\$50,790.99	\$4,617.36	\$30.10	\$53,109.47	\$4,828.13	\$31.47
SP. ED. INFORMATION SYSTEMS TECHNICIAN	260	5	75	\$65,789.10	\$5,482.43	\$33.74	\$68,864.45	\$5,738.70	\$35.32	\$72,052.11	\$6,004.34	\$36.95	\$75,529.16	\$6,294.10	\$38.73	\$79,021.41	\$6,585.12	\$40.52
SPECIAL ED. ADMINISTRATN TECHNICIAN	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
SPECIAL EDUCATION PARAPROFESSIONAL I	208	10	43	\$26,095.76	\$2,372.34	\$16.73	\$27,277.40	\$2,479.76	\$17.49	\$28,382.30	\$2,580.21	\$18.19	\$29,576.73	\$2,688.79	\$18.96	\$30,914.38	\$2,810.40	\$19.82
SPECIAL EDUCATION PARAPROFESSIONAL II	208	10	48	\$28,893.83	\$2,626.71	\$18.52	\$30,211.02	\$2,746.46	\$19.37	\$31,546.11	\$2,867.83	\$20.22	\$32,917.02	\$2,992.46	\$21.10	\$34,431.17	\$3,130.11	\$22.07
SPECIAL EDUCATION PARAPROFESSIONAL III	208	10	50	\$30,211.02	\$2,746.46	\$19.37	\$31,546.11	\$2,867.83	\$20.22	\$32,917.02	\$2,992.46	\$21.10	\$34,431.17	\$3,130.11	\$22.07	\$35,963.20	\$3,269.38	\$23.05
SPECIAL EDUCATION TECHNICIAN	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
STAFF SECRETARY	260	5	57	\$44,005.05	\$3,667.09	\$22.57	\$45,979.52	\$3,831.63	\$23.58	\$48,095.04	\$4,007.92	\$24.66	\$50,247.98	\$4,187.33	\$25.77	\$52,515.75	\$4,376.31	\$26.93
STAFF SECRETARY BILINGUAL	260	5	58	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49
STATE REPORTING TECHNICIAN	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
STUDENT INFORMATION SYSTEM TECHNICIAN	260	5	58	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08	\$49,150.90	\$4,095.91	\$25.21	\$51,238.95	\$4,269.91	\$26.28	\$53,612.81	\$4,467.73	\$27.49
SYSTEMS ADMINISTRATOR	260	5	84	\$80,759.95	\$6,730.00	\$41.42	\$84,450.53	\$7,037.54	\$43.31	\$88,233.49	\$7,352.79	\$45.25	\$92,167.45	\$7,680.62	\$47.27	\$96,234.98	\$8,019.58	\$49.35
TECH. ASSISTANT VISUALLY IMPAIRED	227	16	54	\$35,923.87	\$3,265.81	\$21.10	\$37,576.31	\$3,416.03	\$22.07	\$39,248.28	\$3,568.03	\$23.05	\$40,992.85	\$3,726.62	\$24.08	\$42,913.25	\$3,901.20	\$25.21
TRADES ASSISTANT	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
TRANSPORTATION SPECIALIST	260	5	71	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95
TRUANCY TECHNICIAN	227	16	63	\$43,870.35	\$3,988.21	\$25.77	\$45,750.94	\$4,159.18	\$26.87	\$47,979.51	\$4,316.77	\$28.18	\$50,165.41	\$4,560.49	\$29.47	\$52,467.89	\$4,769.81	\$30.81
TRUANCY TECHNICIAN BILINGUAL	227	16	64	\$44,735.55	\$4,066.87	\$26.28	\$46,808.11	\$4,255.28	\$27.49	\$48,995.08	\$4,454.10	\$28.78	\$51,242.00	\$4,658.36	\$30.10	\$53,581.53	\$4,871.05	\$31.47
TYPIST CLERK I	212	17	45	\$27,801.94	\$2,527.45	\$17.49	\$28,928.12	\$2,629.83	\$18.19	\$30,145.52	\$2,740.50	\$18.96	\$31,508.89	\$2,864.44	\$19.82	\$32,924.41	\$2,993.13	\$20.71
TYPIST CLERK I BILINGUAL	212	17	46	\$28,315.51	\$2,574.14	\$17.81	\$29,449.48	\$2,677.23	\$18.52	\$30,792.01	\$2,799.27	\$19.37	\$32,152.78	\$2,922.98	\$20.22	\$33,550.04	\$3,050.00	\$21.10
TYPIST CLERK II	225	14	47	\$30,702.01	\$2,791.09	\$18.19	\$31,994.05	\$2,908.55	\$18.96	\$33,441.03	\$3,040.09	\$19.82	\$34,943.35	\$3,176.67	\$20.71	\$36,503.77	\$3,318.52	\$21.63
TYPIST CLERK II	260	5	47	\$35,476.87	\$2,956.41	\$18.19	\$36,970.82	\$3,080.90	\$18.96	\$38,644.50	\$3,220.38	\$19.82	\$40,379.36	\$3,364.95	\$20.71	\$42,181.60	\$3,515.13	\$21.63
TYPIST CLERK II BILINGUAL	225	14	48	\$31,255.34	\$2,841.39	\$18.52	\$32,680.19	\$2,970.93	\$19.37	\$34,124.42	\$3,102.22	\$20.22	\$35,607.36	\$3,237.03	\$21.10	\$37,245.25	\$3,385.93	\$22.07
TYPIST CLERK II BILINGUAL	260	5	48	\$36,115.89	\$3,009.66	\$18.52	\$37,764.61	\$3,147.05	\$19.37	\$39,433.31	\$3,286.11	\$20.22	\$41,146.93	\$3,428.91	\$21.10	\$43,039.01	\$3,586.58	\$22.07
TYPIST CLERK II/WORK EXPERIENCE	208	10	47	\$28,382.30	\$2,580.21	\$18.19	\$29,576.73	\$2,688.79	\$18.96	\$30,914.38	\$2,810.40	\$19.82	\$32,303.18	\$2,936.65	\$20.71	\$33,745.71	\$3,067.79	\$21.63
TYPIST CLERK III	260	5	51	\$38,644.50	\$3,220.38	\$19.82	\$40,379.36	\$3,364.95	\$20.71	\$42,181.60	\$3,515.13	\$21.63	\$44,005.05	\$3,667.09	\$22.57	\$45,979.52	\$3,831.63	\$23.58
TYPIST CLERK III BILINGUAL	260	5	52	\$39,433.31	\$3,286.11	\$20.22	\$41,146.93	\$3,428.91	\$21.10	\$43,039.01	\$3,586.58	\$22.07	\$44,953.58	\$3,746.13	\$23.05	\$46,953.01	\$3,912.75	\$24.08
UPPER DIVISION TUTOR	208	10	43	\$26,095.76	\$2,372.34	\$16.73	\$27,277.40	\$2,479.76	\$17.49	\$28,382.30	\$2,580.21	\$18.19	\$29,576.73	\$2,688.79	\$18.96	\$30,914.38	\$2,810.40	\$19.82
UPPER DIVISION TUTOR BILINGUAL	208	10	44	\$26,607.30	\$2,418.85	\$17.06	\$27,781.25	\$2,525.57	\$17.81	\$28,893.83	\$2,626.71	\$18.52	\$30,211.02	\$2,746.46	\$19.37	\$31,546.11	\$2,867.83	\$20.22
UTILITY WORKER-OPERATIONS	260	5	65	\$52,515.75	\$4,376.31	\$26.93	\$54,954.51	\$4,579.54	\$28.18	\$57,458.18	\$4,788.18	\$29.47	\$60,095.38	\$5,007.95	\$30.82	\$62,862.40	\$5,238.53	\$32.24
VISION AND HEARING ASSISTANT FOR TEACHER	208	10	54	\$32,917.02	\$2,992.46	\$21.10	\$34,431.17	\$3,130.11	\$22.07	\$35,963.20	\$3,269.38	\$23.05	\$37,561.72	\$3,414.70	\$24.08	\$39,321.40		\$25.21

JOB TITLE	DAYS	SCHEDULE	RANGE		STEP 1			STEP 2			STEP 3			STEP 4			STEP 5	
				Annual	Monthly	Hourly												
VOIP - PROGRAMMER TECHNICIAN	260	5	84	\$80,759.95	\$6,730.00	\$41.42	\$84,450.53	\$7,037.54	\$43.31	\$88,233.49	\$7,352.79	\$45.25	\$92,167.45	\$7,680.62	\$47.27	\$96,234.98	\$8,019.58	\$49.35
WAREHOUSE WORKER/DRIVER	260	5	64	\$44,735.55	\$4,066.87	\$26.28	\$46,808.11	\$4,255.28	\$27.49	\$48,995.08	\$4,454.10	\$28.78	\$51,242.00	\$4,658.36	\$30.10	\$53,581.53	\$4,871.05	\$31.47
WELDER	260	5	73	\$62,862.40	\$5,238.53	\$32.24	\$65,789.14	\$5,482.43	\$33.74	\$68,864.42	\$5,738.70	\$35.32	\$72,052.04	\$6,004.34	\$36.95	\$75,529.22	\$6,294.10	\$38.73

Longevity after:	Monthly:
5 Years:	\$100.00
10 Years:	\$200.00
15 Years:	\$250.00
20 Years:	\$300.00
25 Years:	\$325.00
30 Years:	\$350.00
35 Years:	\$375.00

Adopted by the Board of Education on 8/4/2021

## WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT TEAMSTERS LOCAL UNION No. 856 OCCUPATIONAL THERAPIST SCHEDULE 2021-2022

JOB TITLE	DAYS	YEARS	OT S	Salary Schedule	)		Doctorate	
			Annual	Monthly	Hourly	Annual	Monthly	Hourly
		1	\$86,177.38	\$7,834.31	\$54.20	\$89,177.38	\$8,107.03	\$56.09
		3	\$90,055.36	\$8,186.85	\$56.64	\$93,055.36	\$8,459.58	\$58.53
		5	\$94,107.85	\$8,555.26	\$59.19	\$97,107.85	\$8,827.99	\$61.07
OCCUPATIONAL THERAPIST	212	7	\$98,342.70	\$8,940.25	\$61.85	\$101,342.70	\$9,212.97	\$63.74
		9	\$102,768.13	\$9,342.56	\$64.63	\$105,768.13	\$9,615.28	\$66.52
		12	\$107,392.70	\$9,762.97	\$67.54	\$110,392.70	\$10,035.70	\$69.43
		15	\$112,225.37	\$10,202.31	\$70.58	\$115,225.37	\$10,475.03	\$72.47
		1	\$105,689.24	\$8,807.44	\$54.20	\$109,368.48	\$9,114.04	\$56.09
		3	\$110,445.25	\$9,203.77	\$56.64	\$114,124.50	\$9,510.38	\$58.53
		5	\$115,415.29	\$9,617.94	\$59.19	\$119,094.53	\$9,924.54	\$61.07
OCCUPATIONAL THERAPIST	260	7	\$120,608.97	\$10,050.75	\$61.85	\$124,288.22	\$10,357.35	\$63.74
		9	\$126,036.39	\$10,503.03	\$64.63	\$129,715.63	\$10,809.64	\$66.52
		12	\$131,708.02	\$10,975.67	\$67.54	\$135,387.27	\$11,282.27	\$69.43
		15	\$137,634.88	\$11,469.57	\$70.58	\$141,314.13	\$11,776.18	\$72.47
		1	\$94,307.32	\$7,858.94	\$54.20	\$97,590.34	\$8,132.53	\$56.09
		3	\$98,551.15	\$8,212.60	\$56.64	\$101,834.17	\$8,486.18	\$58.53
		5	\$102,985.95	\$8,582.16	\$59.19	\$106,268.97	\$8,855.75	\$61.07
OCCUPATIONAL THERAPIST CAMERON	232	7	\$107,620.31	\$8,968.36	\$61.85	\$110,903.33	\$9,241.94	\$63.74
		9	\$112,463.24	\$9,371.94	\$64.63	\$115,746.26	\$9,645.52	\$66.52
		12	\$117,524.08	\$9,793.67	\$67.54	\$120,807.10	\$10,067.26	\$69.43
		15	\$122,812.67	\$10,234.39	\$70.58	\$126,095.68	\$10,507.97	\$72.47
		11	\$90,475.77	\$8,225.07	\$56.90	\$93,475.77	\$8,497.80	\$58.79
		3	\$94,547.18	\$8,595.20	\$59.46	\$97,547.18	\$8,867.93	\$61.35
		5	\$98,801.80	\$8,981.98	\$62.14	\$101,801.80	\$9,254.71	\$64.03
HEAD OCCUPATIONAL THERAPIST	212	7	\$103,247.88	\$9,386.17	\$64.94	\$106,247.88	\$9,658.90	\$66.82
		9	\$107,894.04	\$9,808.55	\$67.86	\$110,894.04	\$10,081.28	\$69.74
		12	\$112,749.27	\$10,249.93	\$70.91	\$115,749.27	\$10,522.66	\$72.80
		15	\$117,822.99	\$10,711.18	\$74.10	\$120,822.99	\$10,983.91	\$75.99
		1	\$107,114.50	\$8,926.21	\$56.90	\$110,672.18	\$9,222.68	\$58.79
		3	\$107,114.50	\$9,327,79	\$59.46	\$110,672.18 \$115,491.38	\$9,222.08	\$61.35
		5	\$116,978.55	\$9,748.21	\$62.14	\$110,491.38	\$9,624.28	\$64.03
HEAD OCCUPATIONAL THERAPIST	251	7	\$110,976.55	\$10,187.46	\$64.94	\$120,530.46	\$10,044.71	\$66.82
TILAD OCCUPATIONAL TILINAPIST	231	9	\$122,249.55	\$10,187.46	\$67.86	\$125,766.05	\$10,482.39	\$69.74
					\$70.91			+
		12 15	\$133,488.08 \$139,493.25	\$11,124.01 \$11,624.44	\$70.91	\$137,046.00 \$143,051.18	\$11,420.50 \$11,920.93	\$72.80 \$75.99
		IJ	\$158,485.Z5	ψ11,024.44	Φ14.1U	\$143,UJ1.10	\$11,820.83	কাত.খণ্ড

This salary schedule shall go in effect on July 1, 2021 and individuals will be placed at the step equal to their years of service in WCCUSD. For the 2020 - 2021 school year the District shall provide a one-time \$500 loyalty bonus for each year of service to the district as on OT

Longevity after:	Monthly:
5 Years:	\$100.00
10 Years:	\$200.00
15 Years:	\$250.00
20 Years:	\$300.00
25 Years:	\$325.00
30 Years:	\$350.00
35 Years:	\$375.00

Adopted by the Board of Education on 8/6/2021

#### TEAMSTERS LOCAL UNION No. 856

#### WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SUBSTITUTE SALARY SCHEDULE

2021-2022

JOB TITLE	RANGE	HOURLY	JOB TITLE	RANGE	HOURLY
CLERICAL:			SITE SUPERVISORS:		
Assessment Technician	62	\$25.21	Elementary Playground Supervisor	40	\$16.00
Attendance Clerk	47	\$18.19	Campus Safety Specialist I	54	\$21.10
Bilingual Assessment Technician	63	\$25.77	Campus Safety Specialist II	63	\$25.77
Instrucional Media Technician	64	\$26.28		•	
Office Manager	4/69	\$28.84			
Registrar	52	\$20.22	FOOD SERVICE:		
School Cashier - Secondary	53	\$20.71	Food Service Aide	43	\$16.73
School Secretary - Elementary	55	\$21.63	Food Service Aide/Clerk	47	\$18.19
Staff Secretary	57	\$22.57	Food Services Worker I	45	\$17.49
Typist Clerk I	45	\$17.49	Food Services Worker II	53	\$20.71
Typist Clerk I - Bilingual	46	\$17.81	Food Services Worker/Cashier	47	\$18.19
Typist Clerk II	47	\$18.19			
Typist Clerk II - Bilingual	48	\$18.52			
Typist Clerk III	51	\$19.82	TUTORS:		
Typist Clerk III - Bilingual	52	\$20.22	Upper division **	43	\$16.73
			Upper Division - Bilingual **	44	\$17.06
MAINTENANCE:			Graduate Tutor **	65	\$26.93
Custodian	48	\$18.52	Graduate Tutor - Bilingual **	66	\$27.49
INSTRUCTIONAL AIDES:	1				
EL Preschool Instructional Assistant	44	\$17.06	OTHERS:		
EL Preschool Instruct. Asst. Bilingual	45	\$17.49	Student Worker		\$11.00
Inst. Asst - Spec Ed Hear Imp.	51	\$19.82	Babysitter	2.7	\$15.37
Inst. Asst - Spec. Ed Vis. Imp.	51	\$19.82	Desktop Support Technician	70	\$30.10
Interpreter for the Deaf	63	\$25.77	School Community Outreach Worker	53	\$20.71
Special Education Paraprofessional I	43	\$16.73	School Comm. Outreach Worker Bilingual	54	\$21.10
Special Education Paraprofessional II	48	\$18.52	Interpreter/Translator Bilingual I	62	\$25.21
Special Education Paraprofessional III	50	\$19.37	Interpreter/Translator Bilingual II	66	\$27.49

<sup>\*</sup>Special Education Paraprofessional II - assisting with toileting & personal hygiene.

#### \*\*TUTOR QUALIFICATIONS

- 1. Upper Division Tutor: has completed 60 or more semester units of college work.
- 2. Graduate Tutor: is attending Grad School or has received a BA degree and has at least 8 units in the designated tutoring subject.

<sup>\*</sup>Special Education Paraprofessional III - assisting with toileting, personal hygiene & medical procedures.

### EXHIBIT B PERFORMANCE RECORD/EVALUATION

#### PERFORMANCE EVALUATION

Employ	/ee Name:		Work	: Site:	
Positio					
Type o	f Review:	Annual	Probationary (2-mo) _	Probationary	y (5-mo)Special
Confer	ence held on (da	ate):			
		ing the definitions of ed necessarily inclusiv		examples and are intende	ed for use as guides. They
maxim conside	ize the clarity ar erations, which	nd benefit of the eval	uation, it is mandatory t .   Note that the stateme	hat the "Comments" are	o unsatisfactory. In order to a be used to indicate the ons of criteria are merely
1.		_	hich the employee undensisignments properly.	erstands all phases of thi	s job and closely related
	*Acquires and *Demonstrate *Is able to exp *Understand t	s understanding of ho lain all aspects of ow	o skills within a reasonab ow one's work relates to n job goals of the work site or	other work in the depar	tment.
	*Knowledge of	with lead responsibili f job descriptions date on policy and rul			
	Superior	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
	COMMENTS: _				
2.	DEPENDABILIT	_	ich the employee is relia	ible within the requirem	ents of the job and under
		established schedule			
		ninimum supervision nes with completed a	assignments		
	Superior	Exceeds Expectation	ns Meets Expectations	Needs Improvement	Unsatisfactory
	COMMENTS: _				

3. PRODUCTIVITY: This describes how the employee manages and completes workload expectations and demonstrates the knowledge and skills needed to do the job. \*The amount of measurable work performed in relation to a defined standard \*Organizes work for maximum efficiency Exceeds Expectations Meets Expectations Needs Improvement Superior Unsatisfactory COMMENTS: \_\_\_\_\_ 4. QUALITY OF WORK: Quality results from the performance of various functions of the job with consistency, accuracy and thoroughness while meeting recognized standards of performance. \*Gives attention to the details of the job \*Adheres to job standards Superior Exceeds Expectations Meets Expectations Unsatisfactory Needs Improvement COMMENTS: \_\_\_\_\_ 5. JUDGEMENT/RESPONSIBILITY: Decision-making ability when faced with job related problems. \*Ability to perceive alternatives, their implications, and assess priorities  ${}^*$ Willingness to make prompt reasonable decisions characterized by sound thinking without guidance \*Willingness to be personally accountable for judgments made Superior Exceeds Expectations Meets Expectations Needs Improvement Unsatisfactory COMMENTS: \_\_\_\_\_ 6. ATTITUDE & COOPERATION: The employee's mental outlook toward his/her position and the manner in which he/she works effectively with others.

\*Interest or enthusiasm shown in his/her work \*Awareness of District policies and objectives

	•	aid other member of the omacy and courtesy in			
	Superior	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
COM	MENTS:				
		FLEXIBILITY: The mani	ner in which the emplo	yee adapts to change an	d is open to new and
*Ada	pts to char	nges in standard proced	dures and work duties		
		nging job responsibilitie			
*Is fl	exible and	open-minded			
*Ada	ipts commi	unication and work styl	e to the situation		
	Superior	Exceeds Expectation	ns Meets Expectation	s Needs Improvement	Unsatisfactory
COM	IMENTS:				
*Res *Self	ourcefulne -reliance		d in contributing to or i		
*Res *Self *Find	ourcefulne -reliance ds or asks fo	ss or aptitude displayed works steadily and cor	d in contributing to or i	mplementing improvem	
*Res *Self *Find	ourcefulne -reliance ds or asks fo uperior	ss or aptitude displayed works steadily and cor or something to do who	d in contributing to or inscientiously without pen assigned tasks are condets Expectations	mplementing improvem rocrastination ompleted Needs Improvement	ents
*Res *Self *Find Si COM	ourcefulne -reliance ds or asks fouperior IMENTS:	ss or aptitude displayed works steadily and cor or something to do who Exceeds Expectations	d in contributing to or inscientiously without pen assigned tasks are c	mplementing improvem rocrastination ompleted Needs Improvement	Unsatisfactory
*Res *Self *Find Si COM  COM influe *Striv *Sha *Keee	ourcefulne -reliance ds or asks fouperior IMENTS: IMUNICATI ences posit ves to explances with each	ss or aptitude displayed works steadily and corpor something to do who exceeds Expectations  ON: This describes how ive outcomes.  ain clearly work objections are staff member of new	d in contributing to or inscientiously without pen assigned tasks are conferenced by effectively the employees and procedures wand changing inform ect status and current	mplementing improvem rocrastination ompleted  Needs Improvement  yee shares information, ation in the work unit possible controversial issues.	Unsatisfactory  builds relationships,

COORDINATION	ON IDELECATION			1911 - 11 I
). COORDINATI	ON/DELEGATION: Hov	v well the employee pl	ans and organizes work,	utilizing available res
	s to be done and what r vithin the job classificat		at the time	
	communicates workloa		nembers	
Superior	Exceeds Expectation	s Meets Expectations	s Needs Improvement	Unsatisfactory
	·	·	·	01104110140001,
COMMENTS: _				
1. MOTIVATION	: The ways in which th	e employee encourage	es and motivat <del>e</del> s each ot	her to get the job dor
	exchange of ideas whe		ms arise	
ACKITOW	euges good periormani	te or others		
		. Masta Funsatation	. Na ada Immuna vana until	l locatiofa et a m.
-	Exceeds Expectation	•		Unsatisfactory
COMMENTS: _				
				_
	ALUATION OF PERFORI  nore specific and compl		sums up the total job peri atings alone.	formance. Comment
Superior	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
·	·	·	·	•
COMMENTS: _				
COMMENTS: _				

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 Director of Classified Personnel and a copy to the immediate supervisor within 20 days of the conference date. That written response will be attached to this evaluation.			
PART D: SIGNATURES:  EMPLOYEE'S SIGNATURE:	DATE		
Check one:  I agree with the conclusions of the rater.	DATE		
I disagree with the conclusions of the rater.			
SUPERVISOR'S SIGNATURE:	DATE		

#### PERFORMANCE IMPROVEMENT PLAN

Employee Name: Work Site:				
Position:				
Type of Review:	Annual	Probationary (2-mo)	Probationary (5-mo)	Special
Conference held on (d	late):			
PERFORMANCE AREA	(S):			
Objectives:				
Plan and Timeline(s):				
		rformance Improvement Plan.		
EMPLOYEE'S SIGNATU	IRE:		DATE	
SUPERVISOR'S SIGNAT	ΓURE:		DATE	<del></del>
SIGNATURE OF REVIEV	N/FR∙		DATE	

#### EXHIBIT C DEFINITIONS

- <u>Section 1.</u> "Allocation" is the assignment of a single position to its proper class in accordance with the duties performed and the authority and responsibility exercised.
- **Section 2.** "Anniversary Date" is the date on which the employee started work.
- <u>Section 3.</u> "Bumping Right" is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.

**Section 4.** "Class" is a group of positions sufficiently similar in duties and responsibilities that:

- 1. The same descriptive title properly may be used to designate each position allocated to the class.
- 2. The same basic minimum qualifications may be required of all incumbents.
- 3. The same selection devices may be used to screen qualified employees.
- 4. The same salary rate or range can apply with equity under substantially the same working conditions.
- <u>Section 5.</u> "Class Description" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.
- **Section 6.** "Demotion" is the movement of an employee from one class to another class which has a lower maximum salary rate and which has less difficult duties and responsibilities.
- **Section 7.** "Fiscal Year and School Year" is July 1 through June 30.
- <u>Section 8.</u> "Health and Welfare Benefits" means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug and dental.
- **Section 9.** "Incumbent" is an employee assigned to a position and who is currently serving in or on an authorized leave from the position.
- <u>Section 10.</u> "Industrial Accident or Illness" is an injury or illness arising out of or in the course of employment with the District.
- <u>Section 11.</u> "Involuntary Demotion" is a demotion without the employee's voluntary written consent.
- <u>Section 12.</u> "Leave Policies" mean any policy concerning any form of employee leave including, but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, and holidays.
- **Section 13.** "Minimum Qualifications" are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.

<u>Section 14.</u> "Notice" whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent or written notice or first-class mail notice to the Office of the Superintendent; and notice to Teamsters 856 shall be written notice personally delivered to, or first-class mail notice direct to 453 San Mateo Avenue, San Bruno, CA 94066.

<u>Section 15.</u> "Permanent Employee" is an employee who has successfully completed his/her probationary period.

**Section 16.** "Probationary Employee" is an employee who has not yet completed his/her work test period of six (6) months' duration.

**Section 17.** "Promotion" is the movement of an employee from one class to another class which has a higher maximum rate of pay.

<u>Section 18.</u> "Reallocation" is movement of an entire class from one (1) salary range or rate to another salary range or rate.

**Section 19.** "Reassignment" is defined as any change of workstation or work location within a work site and/or any addition to, deletion of, or change in assigned duties, hours or working conditions.

<u>Section 20.</u> "Regular" as used in the phrase "regular classified employee" or any similar phrase, refers to a classified employee who has probationary or permanent status.

<u>Section 21.</u> "Restricted Position" is a specially-funded position restricted to the employment of persons in low-income groups, from designated impoverished areas and other criteria which restricts the privilege of all citizens to compete for employment. After six (6) months of service, a restricted employee shall be granted regular status.

<u>Section 22.</u> "Salary Increment Date" is the date which determines when the employee advances to the next higher salary step in his/her salary range.

Section 23. "Salary Rate" is a specific amount of money paid for a specific period of service.

<u>Section 24.</u> "Salary Schedule" is a series of salary steps and ranges which comprise the rates of pay for all classes.

**Section 25.** "Salary Step" is one of the salary levels within the range of rates for a class.

**Section 26.** "Seniority in Class" shall be defined as date of hire in that class.

**Section 27.** "Short-Term Employee" is a person hired for a specific temporary project of limited duration and paid for less than sixty (60) percent - 156 days - of a school year.

<u>Section 28.</u> "Substitute Employee" is an employee occupying a permanent position during the absence of the incumbent and paid for less than seventy-five (75) percent of a school year.

Section 29. "Termination" is the separation of an employee from the service of the District.

Section 30. "Transfer" is the movement of an employee from one position to another in the same

class but in a different department or school.

**Section 31.** "Voluntary Demotion" is a demotion agreed to in writing by the employee.