

**Memorandum of Understanding
Between
Teamsters Local 856 and West Contra Costa Unified School District**

This Agreement is hereby entered by and between Teamsters Local 856 (the “Teamsters”) and West Contra Costa Unified School District (the “District”), collectively (the “parties”).

WHEREAS, The District is facing a \$47.8 million budget short fall for school year 2020/2021, with \$22 million in cuts from District wide salaries. On January 21, 2020, the District requested Teamsters “reopen” Article 16: Compensation, Article 10: Work Hours, Article 15: Benefits, and Article 17 Overtime Compensation.

WHEREAS, Teamsters formulated a delegation to meet with the District regarding it’s proposed reopeners and cuts to wages and benefits. The Teamster delegation made it clear that our members cannot afford to take cuts to wages, hours, or benefits. Teamster members are already struggling to make ends meet and cannot afford to cut a livable wage and health benefits by “reopening” the negotiated collective bargaining agreement.

WHEREAS, the District is imposing layoffs pursuant to Board Resolution No. 86-1920 in response to the Teamsters inability to cut salary and benefits.

NOW, THEREFORE, the parties hereby agree as follows:

1. The District shall not impose cuts to Teamster compensation or benefits. The terms and conditions of the collective bargaining agreement will remain unopened and unchanged, including the July 2020 2% salary increase.
2. Any Teamster who received a layoff notice, and meets the minimum qualifications for any vacant position within the District, will be offered that position as a probationary employee. If there are more Teamsters who meet the minimum qualifications than there are vacant positions, the position(s) will be offered in order of district seniority.
3. The District shall not impose any additional Teamster layoffs beyond those outlined in Board Resolution No. 86-1920 toward the required \$47.8 million in reductions as the District action in the Board Resolution met the Teamsters share of negotiated cuts.
4. The Parties agree that all currently vacant 12 month and 11-month Teamster positions will be filled by July 1, 2020. All currently vacant 10-month (or site specific) Teamster positions will be filled by August 1, 2020. The District shall also fill new Teamster vacancies not reflected in the MOU in a timely manner. Teamsters shall have a representative on the interview panel for each candidate

interviewed. The District shall give the Teamsters a minimum of ten (10) days notice prior to the interview date to allow for the availability of a representative.

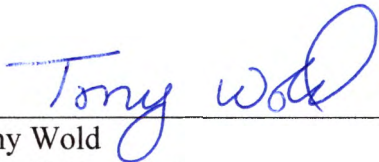
5. The District agrees to not cut or otherwise decrease funding to Teamster custodial staff. The District shall hire all custodial vacancies pursuant to Paragraph 4 above. Furthermore, the District shall generate a report by October 1, 2020, evaluating custodial staffing and surveying Teamster custodians. The effects of the report shall be bargained on a date after October 1, 2020.
6. The Parties will continue to pursue funding and seek to restore positions immediately.



Peter Finn
Teamsters Local 856

4-15-2020

Date



Tony Wold
West Contra Costa Unified School District

4-15-2020

Date