



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.3

Meeting Date: February 1, 2018

Subject: Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit –Teamsters, Local 150

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Human Resource Services

Recommendation: Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit –Teamsters, Local 150

Background/Rationale: Government Code section 3547.5 requires public school districts to provide, at a meeting of their governing board, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. A format for such disclosures has been established by the Superintendent of Public Instruction. The disclosures for each tentative agreement, referenced below, are attached.

Financial Considerations: See attachment A

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Executive Summary
2. Attachment A - Sacramento County Office of Education – Public Disclosure of Collective Bargaining Agreements (copies to be provided at the Board Meeting)
3. Attachment B -Tentative Agreement

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer and
Gerardo Castillo, Chief Business Officer

Approved by: Jorge Aguilar, Superintendent

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Teamsters, Local 150

February 1, 2018 Board Meeting



I. OVERVIEW / HISTORY

Government Code §3547.5 requires districts to provide the Board of Education, as well as the public, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. The AB 1200 Disclosure provides a summary of the major provisions of the terms of the negotiated tentative agreement. In addition, the cost of the terms for the years of the agreement must also be presented to the public prior to the final approval.

II. DRIVING GOVERNANCE

- Board Policy – Administrative Regulation 4243.1 – Public Notice – Personnel Negotiations – Before entering into a negotiated agreement, the Board shall disclose, at a public meeting, the major provisions of the agreement, including but not limited to the costs that would be incurred by the district under the agreement for the current and subsequent fiscal years.
- Government Code 3547.5 – Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.
- Government Code 3540.2 – A school district that has a qualified or negative certification pursuant to Section 42131 of the Education Code shall allow the county office of education in which the school district is located at least 10 working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer.

III. BUDGET

See Attachment A: Sacramento County Office of Education, Public Disclosure of Collective Bargaining Agreement

IV. GOALS, OBJECTIVES, AND MEASURES

Teamsters, Local 150 (“Teamsters”) and the Sacramento City Unified School District (“District”), collectively referred to as the “Parties” negotiated in good faith to reach a three year Tentative Agreement (“TA”), as set forth in Attachment B.

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Teamsters, Local 150

February 1, 2018 Board Meeting



V. MAJOR INITIATIVES

Teamsters, Local 150 (“Teamsters”)

The key provisions of the Tentative Agreement with Teamsters are summarized as follows:

- **Article 6 – Compensation**

- a) For the 2016-2017 year, the Teamsters salary schedule(s) will increase by 2.5% effective January 1, 2017.
- b) For the 2017-2018 school year, the Teamsters salary schedule(s) will increase by 2.5% effective January 1, 2018.
- c) For the 2018-2019 school year, the Teamsters salary schedule(s) will increase by 3.5% effective July 1, 2018.

Longevity:

- 10 years of service = 2% of base salary
- 16 years of service = 3.5% of base salary
- 19 years of service = 5.0% of base salary
- 22 years of service = 6.5% of base salary
- 25 years of service = 8% of base salary
- 30 years of service = 9.5% of base salary

- **Article 7 – Fringe Benefits**

Effective 2018-2019 school year, after ratification and Board approval of the tentative agreement, all Teamsters unit members will contribute one third of one percent (1/3 percent) of base salary to retirement benefits.

- **Article 9 – Assignments**

If a SPOM or Facilities Operations Specialist is assigned to more than one location, the unit member shall be paid at 5 ranges higher for the entire time the unit member is assigned to multiple sites/schools. This would apply to SPOM 1, 2 & 3 positions as well as to the Facilities

- **Article 11 – Vacations**

- a) Earned vacation is to be taken within twelve months following earning except that a maximum of fourteen (14) days may be accumulated and carried over to the next fiscal year. All earned vacation hours accrued beyond the fourteen (14) days shall be cashed out by July 31st of each year.
- b) The current accumulated vacation in excess of fourteen (14) days will be cashed out within 60 days of Board approval or must be used by June 30, 2018. Vacation cash

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Teamsters, Local 150

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out will be paid at the hourly rate as of June 30, 2017.

- **Article 23 - Duration**

- a) This Agreement will remain in effect from July 1, 2017 to June 30, 2020.
- b) The parties agree to re-openers for total compensation and up to two additional articles by each party in the 2nd and 3rd year of the agreement.

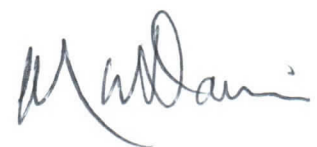
VI. RESULTS

Good faith bargaining between the Parties resulted in a signed TA between with Teamsters and the District.

VII. LESSONS LEARNED / NEXT STEPS

Approve AB 1200 Disclosure of Cost and the Tentative Agreement for Teamsters.

12/22/17

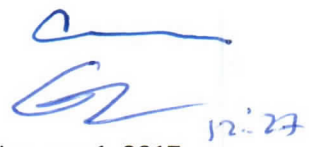


TA'd

District Proposal to Teamsters 12/22/17

Article 6 – Compensation

The Parties agree to create a new Article 6 Section 6.1.5 to read as follows:



- a. For the 2016-2017 year, the Teamsters salary schedule(s) will increase by 2.5% effective January 1, 2017.
- b. For the 2017-2018 school year, the Teamsters salary schedule(s) will increase by 2.5% effective January 1, 2018.
- c. For the 2018-2019 school year, the Teamsters salary schedule(s) will increase by 3.5% effective July 1, 2018.



Article 7 – Fringe Benefits

New Article

Effective 2018-2019 school year, after ratification and Board approval of the tentative agreement, all Teamsters unit members will contribute one third of one percent (1/3) of base salary to retirement benefits.

Article 11 – Vacations

The Parties agree to revise Article 11 Section 11.2.4 to read as follows:

- c. Earned vacation is to be taken within twelve months following earning except that a maximum of fourteen (14) days may be accumulated and carried over to the next fiscal year.
- d. All earned vacation hours accrued beyond the fourteen (14) days shall be cashed out by July 31st of each year.

The current accumulated vacation in excess of fourteen (14) days will be cashed out within 60 days of Board approval or must be used by June 30, 2018. Vacation cash out will be paid at the hourly rate as of June 30, 2017.

Article 23 Duration/Term of Agreement

The parties agree to revise the following articles read as follows:

Article 23.2 Duration: This Agreement will remain in effect from July 1, 2017 to June 30, 2020.

Article 23.3 Reopening: The parties agree to re-openers for total compensation and up to two additional articles by each party in the 2nd and 3rd year of the agreement.

The current contract shall remain in effect beyond its expiration date, in the event that a successor agreement cannot be agreed to.

M. W. Davie

12/22/17
TAD

Teamsters, Local 150 Negotiations with Sacramento Unified School District

District Proposal #4

Date: 12/15/17

CW

6.6 LONGEVITY PAY

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~~Refer to the salary schedule under Appendix A of this agreement for relevant amounts based on years of service.~~

12:27

Commencing the 2017-18 school year, Teamsters, Local 150 members will be eligible for longevity steps at the following years:

- 10 years of service = 2% of base salary
- 16 years of service = 3.5% of base salary
- 19 years of service = 5.0% of base salary
- 22 years of service = 6.5% of base salary
- 25 years of service = 8% of base salary
- 30 years of service = 9.5% of base salary



M. W. Daurie
T/A
12/15/17
Date: 12/15/17
CUM

Teamsters, Local 150 Negotiations with Sacramento Unified School District

District Proposal #3

Date: 12/15/17

New Article

New Employee Orientation Meetings

- (a) "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by Teamsters, Local 150. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the Teamsters, Local 150 unit.
- (b) The District agrees that each newly hired employee shall participate in a mandatory new employee orientation, as small as one individual, prior to or within the first fifteen (15) work days from date of hire.
- (c) Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union.
- (d) If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, a make-up orientation shall be scheduled with a mandatory session, conducted by the Union. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The District shall provide notice referenced in 3.5.1.15.
- (e) Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.
- (f) The new employee orientation session shall be held at the District Office.

Release Time

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement.

Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

Facility and Resource Access

The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meeting with newly hired employees.

Employee Information

The District shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within ten (10) calendar days of the date of hire.

Notice of Newly Hired Employee(s)

The District shall provide the Union with at least ten (10) days' notice of any new employee orientation meeting and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the new employee orientation meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of newly hired employees. Additionally, the District shall provide this information to the Union for all bargaining unit employees at least every 120 days or when requested.

10-30-17

Teamsters Classic

Teamsters Local 150 is proposing to the District that any portion of a final negotiated tentative agreement that gives our Bargaining Unit retroactive pay is also paid to any employees who retired during the period covered by that retroactivity.

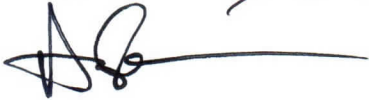
T/A


11/29/17



Jeff Young






Ted Lynn
CWR

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MWD

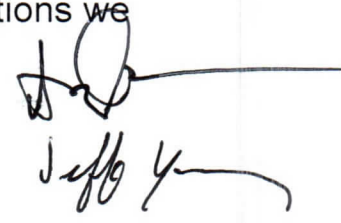
11/29/17

Teamsters Clarified Proposal to the District 10-30-17 regarding Bargaining Unit employees assigned to more than one site/school

If a SPOM or Facilities Operations Specialist is assigned to more than one location, the unit member shall be paid at 5 ranges higher for the entire time the unit member is assigned to multiple sites/schools. This would apply to SPOM 1, 2 & 3 positions as well as to the Facilities Operations Specialist, Serna Center.



It would not apply to the Operations Specialist bargaining unit position. If new positions are created in the future other than the current positions we would make this portion of the Contract subject to bargaining.



EXAMPLES:

SPOM 1 Range 43 would be paid at the SPOM 2 range 48

SPOM 2 Range 48 would be paid at the SPOM 3 range 53

SPOM 3 Range 53 would be paid at the Range 58

Facilities Operations Specialist, Serna Center Range 56 would be paid as Range 61