

**Successor Negotiations – District Proposal
Between
Teamsters, Local 150
and
the Sacramento City Unified School District
August 23, 2022**

Term of Agreement

The Agreement between the District and Teamsters, Local 150 shall be revised as follows:

This Agreement will conclude negotiations for the (2020-2021 and 2021-2022) school years with a reopener for the 2022-2023 school year. The Agreement shall become effective upon approval by Teamsters, Local 150 and the District, as evidence by the signature of the Teamsters, Local 150 and District designees and by ratification of the Teamsters, Local 150 unit members and the District Board of Education.

All components of all existing unexpired agreements, between Teamsters, Local 150 and the District not addressed by the terms of this CBA shall remain in full effect through that stated duration of the existing Agreement.

ARTICLE 5 - UNION SECURITY

The District proposes the following changes to this Article.

5.1 DUES AUTHORIZATION

Any unit member who is a member of the Union or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of Union dues.

5.2 DUES DEDUCTION

Upon appropriate written authorization from the member of the unit, the District shall deduct from the salary of any member of the unit and make appropriate remittance for annuities, credit union, or any other plans or programs jointly approved by the Union and the Board.

~~5.3 MAINTENANCE OF MEMBERSHIP~~

~~The Union and the District agree that any unit member who is a member of the Union, or who enrolls during the term of this Agreement, shall maintain such membership from year to year unless revoked in writing between July 1 and July 31 of the year in which this Agreement terminates.~~

~~5.4 AGENCY FEES~~

~~5.4.1 Any unit member who is not a member of the Union, or who does not make application for membership within thirty days of the operative date of this Article, or within thirty (30) calendar days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Union authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements. It shall be the sole responsibility of the Union to ensure that such fee is legally determined and legally appropriate.~~

~~The fee shall be payable to the Union in one lump sum cash payment within thirty (30) calendar days from the date of commencement of assigned duties within the bargaining unit, or within thirty (30) calendar days the operative date of this Section.~~

~~In the event that a unit member does not pay such fee directly to the Union or qualify as an objector exempt from the fee, the Union shall so inform the District in writing certifying these facts and the correct amount of the fee owed. Following the receipt of any such certification, the District shall begin automatic payroll deduction as provided in Education Code Section 45168, subject to other legal constraints and under the procedures set forth in this Article.~~

~~5.4.2 Any unit member who is a member of an organization group, or religious body whose traditional tenet, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall not be~~

~~required to join or socially support the Union except that such unit member shall pay, in lieu of an agency fee, sums equal to such agency fee to a nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before the date required for a lump sum payment of agency fees in each school year.~~

~~5.4.3 — Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group, or religious body, whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or supporting employee organizations pursuant to Section 5.4.2 above, shall be made on an annual basis to the Union and District as a condition of continued exemption from the provisions of Section 5.4.1 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.~~

~~5.4.4 — The District shall notify the Union when a unit member has complied with the filing requirements required by Section 5.4.3 as an exemption to the agency fee provisions. Such notice shall constitute the District's sole obligation with respect to unit members claiming an exemption. Thereafter, the Union may challenge the claimed exemption through pursuit of a small claims court action, or by initiating other legal action including use of the arbitration procedure contained in this Agreement. In any such proceeding, the District shall serve as a nominal party to ensure standing and to carry out the determination of the court or an arbitrator where a decision directs the District to withhold agency fees as provided in Section 5.4.1. During any such legal proceedings, Section 5.6.1 (hold harmless) shall be fully applicable.~~

~~5.4.5 — Any unit member making charitable contributions as set forth in Sections 5.4.2 and 5.4.3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.~~

5.5 GENERAL DUTIES

5.5.1 ~~With respect to all sums deducted by the District pursuant to Sections 5.1 and 5.4 above, whether for membership dues or agency fees, t~~The District agrees promptly to remit such monies dues to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Union, and indicating any changes in personnel from the list previously furnished.

5.5.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues ~~or agency fees~~ within this Article until the pay period commencing no less than fifteen (15) days after submission of the form to the District.

5.5.3 The Union agrees to furnish any information needed by the District to fulfill the provisions of this article.

5.6 **HOLD HARMLESS AND INDEMNITY**

5.6.1 The Union agrees to pay the District all legal fees and legal costs incurred in defending against any court action and/or administrative proceeding challenging the legality of ~~these agency fee~~ dues provisions of this Agreement ~~or~~ and their implementation. The Union agrees to pay any damage judgment rendered against the District as a result of these provisions contained in this Article or the District's implementation thereof.

ARTICLE 6 – COMPENSATION

The District proposes the following changes to this Article.

6 SALARIES

6.1 **4% Ongoing Salary Increase for 2021-22 school year:** The Teamsters 150 salary schedules will be increased by four (4) percent effective at the start of the 2021-2022 school year. This retroactive payment will be paid to employees employed in the District as of the date of the final approval and ratification of this agreement and who worked during the 2021-2022 school year. The retroactive payment will be paid within ninety (90) days of final approval and ratification of this agreement.

\$3,500 One-time Stipend for 2020-2021: Every full-time employee employed in the District as of the date of the final approval and ratification of this agreement will receive a one-time stipend in the amount of \$3,500. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

\$3,500 One-time Stipend for 2021-2022: Every full-time employee employed in the District as of the date of final approval and ratification of this agreement will receive a one-time stipend in the amount of \$3,500. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

Class and Compensation Study

The District commits to conducting a comprehensive classification and compensation study for all classifications in the Teamsters unit, working jointly with the Teamsters in the following manner:

- Within thirty (30) days of Board adoption of this Agreement, a joint work group shall be established.
- The joint work group shall consist of members from Teamsters, administrators and human resources staff.
- The class and compensation study will be completed and released to the Union no later than six (6) months prior to the expiration of the contract.

The joint work group shall work out the specific implementation terms of the class/comp study, including but not limited to:

- Identify and mutually agree to the jurisdiction of comparable size to be studied;
- Identifying comparable positions for purposes of conducting a salary survey;
- Identifying benchmark positions.

A. — For 2007-08, the parties agree to the following considerations:

- ~~1. 2007-2008 The salary schedules and related stipends will increase by 1.5 % effective June 1, 2008.~~
- ~~B. For 2008-09, the parties agree to the following considerations:~~
- ~~1. 2008-2009 For the 2008-09 school year bargaining for compensation will be reopened if the final state budget results in more or less funds for the district's General Fund than budgeted in the 2008-09 adopted budget.~~
- ~~C. The Parties agree to extend the termination date of the Agreement through June 30, 2009.~~
- ~~D. The Parties agree to open on two non-economic articles for the 2008-09 year and may open on additional articles by mutual agreement.~~
- ~~E. The Parties agree that for the 2009-10 school year the entire contract may be opened by March 2009.~~
- ~~6.1.2 Should any other bargaining unit receive a greater salary schedule increase for either the 2003-2004 or the 2004-2005 school years, without a corresponding contract change, cost reduction, or other event triggering an ongoing savings to the general fund, then Teamsters shall receive the same percentage increase.~~
- ~~6.1.3 (a) For the 2014-2015 school year, salary schedules will increase by two percent (2%) effective July 1, 2014.~~
- ~~(b) For the 2015-2016 school year, salary schedules will increase by one percent (1%).~~
- ~~6.1.4 (a) Effective July 1, 2015, Teamsters salary schedules will increase by an additional 2.5 percent.~~
- ~~(b) Effective January 1, 2016, Teamsters salary schedules will increase by an additional 2.5 percent.~~
- ~~6.1.5 (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.~~

~~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.~~

6.2 SHIFT DIFFERENTIAL

Second shift shall be any shift in which the employees regularly assigned hours end between 9:00 p.m. and 2:00 a.m. Employees who are assigned to the second shift shall receive a pay differential of five (5) percent of their regular rate.

6.2.1 An employee receiving shift differential compensation shall not lose such compensation if he/she is temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

6.2.1.2 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 I, 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 I 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

6.3 WORKING-OUT-OF-CLASS PAY

When an employee is required to perform duties of an established position of higher classification for any period of time which exceeds three (3) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted upward for the entire period required to work out of class in an amount equal to the first step of the higher salary range, or in an amount which provides an increase of one (1) step above the employee's present salary rate, whichever is greater.

When an employee is required for more than three (3) consecutive days to perform duties which are outside of his/her classification and are of a classification of equal or lesser salary, the employee shall be entitled to the grievance process.

6.4 REPAYMENT OF MONEY OWED TO THE DISTRICT

If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed in 6.4.1 through 6.4.6 of this article following.

6.4.1 The District shall notify the employee of the amount and nature of the overpayment. This notification shall be given to the employee not less than 30 days prior to the deduction of the amount owed from the employee's paycheck, and shall include the language set forth in Section 6.4.2 and 6.4.3 below. If the employee does not

dispute the debt, the District may begin deducting from the next regular paycheck(s) in an amount equal to, and in like manner and duration as, the amount of overpayment per check. (For example, if the overpayment was made in equal amounts in ten (10) consecutive paychecks, the deduction for repayment shall be made in the same amounts for ten (10) consecutive paychecks). Nothing in this section shall preclude an employee and the District from agreeing to repay the debt owed in different increments, providing the agreement to do so is voluntary and is reduced to writing.

6.4.2 If the employee disputes the debt, information regarding the dispute shall be submitted, within ten (10) working days of the notification of the debt owed, to the Deputy Superintendent, Business Services, for consideration.

6.4.3 If the employee disputes the decision of the Deputy Superintendent, Business Services, information regarding the dispute shall be submitted, within ten (10) working days of the notification of the Deputy Superintendent's decision to a three-member panel for consideration. This panel shall be comprised of one (1) member chosen by the District, one (1) member chosen by the Union, and a third member mutually agreed to by the representatives of the District and the Union. This panel shall review the information submitted by the District and the employee and render a decision as to whether the debt is owed by the employee. If the panel determines that the debt is owed, deduction from the employee's next regular paycheck shall begin in amounts set forth in Section 6.4.1.

6.4.4 The District shall be limited by applicable California statutes as to the time period for recovery of debts owed by employees.

6.4.5 In all cases, neither the District nor the employee shall be precluded from pursuing legal constituted methods for resolution of a dispute regarding the debt.

6.4.6 The District shall compensate employees in accordance with provisions of this agreement and applicable statutes.

6.5 **LOST CHECKS**

6.5.1 Employees paychecks which have not been received, whether delivered through the U.S. Mail or school mail, shall be replaced within twelve (12) working days of notification by the employee to the District Payroll Section. The replacement check shall reflect the amount of the undelivered check.

6.5.2 Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll, or in the payment of any classified employee's salary, the appointing authority shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds (Education Code 45167).

6.6 **LONGEVITY PAY**

Commencing the 2017-2018 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

ARTICLE 7 - FRINGE BENEFITS

The District proposes the following changes to this Article.

7.1 MEDICAL COVERAGE

- 7.1.1 (a) The Benefits Committee shall study all matters related to fringe benefits coverage and make recommendations regarding feasibility and cost efficiency. Special emphasis shall be given to the future plan design of health care coverage offered to all employees of the District in light of requirements established for employers and individuals as a result of the Affordable Care Act and/or other applicable law and the need to control benefit cost. The Board shall provide all eligible employees with a choice of health plans, one of which must be the Kaiser Plan.
- (b) Effective the date of this executed tentative agreement, the District's contribution toward the cost of unit member health benefits shall be increased from ~~95% to 100%~~ of the Kaiser Active Rate (single, two party, or family). Unit members must be enrolled in one of the District's health plans offered by the District to receive this contribution.

~~7.1.1.1~~ ~~2002-2003, 2003-2004, and 2004-2005 For Active Employees~~

~~From 7/1/02 to 6/30/05 the District will contribute to a Section 125 Plan, for each eligible employee, an amount up to the Kaiser Active (single, two party, or family) benefit level plus an amount equal to the District's contribution for dental and vision. Of that amount, \$16 will be allotted specifically for health premiums. The remaining funds are discretionary for purchase of health or dental/vision benefits. Any amount not expended will not accrue to the employee.~~

~~7.1.1.2~~ ~~For Retired Employees~~

~~All current and prospective eligible retirees shall also become members of CalPERS for the provisions of retiree medical benefits. For eligible retirees, the District shall contribute \$16 to CalPERS for health benefits, and provide to the retiree an amount equal to the Kaiser Active single benefit level or the Kaiser or HealthNet single Medicare Risk program less \$16 in accordance with the contract. The remaining funds are discretionary for the purchase of health or dental/vision benefits. Any amount not expended will not accrue to the retiree. Every month \$16 will be added and benefit costs will be deducted from their retirement checks. The District will send checks to the retiree to cover cost of eligible benefits less than \$16.~~

- ~~7.1.1.3~~ ~~During the 2013-2014 school year, the District initiated a bidding process for the purpose of providing all eligible employees with affordable, appropriate value, health care coverage. The District agrees to hold Teamsters members harmless, ensuring that their co-pays and/or other out of pocket expenses, related to any changes and health providers, will not increase until December 31, 2015. The~~

~~District and Teamsters shall reopen negotiations regarding health insurance coverage in sufficient time to ensure an orderly open enrollment process for the 2016 calendar year.~~

7.1.1.4 Effective 2018-2019 school year and thereafter, ~~after ratification and Board approval of the tentative agreement~~, all Teamsters unit members will contribute one third of one percent (.03% ~~1/3~~) of base salary to retirement benefits.

7.1.2 **Open Enrollment/Switching**

7.1.2.1 There shall be either an annual "open enrollment" or switching period during which time an active or retired employee may change or amend his or her carrier and/or dependency status in accordance with District policies ~~CalPERS~~.

7.1.2.2 In the event that health provider (i.e. medical, dental, vision, life, etc.) policy or plan is either terminated by the parties or canceled by the providers, then a "switching" period may be implemented to facilitate the needs of the impacted unit members.

7.2 **DENTAL CARE**

7.2.1 The District agrees to offer the current dental plan for eligible employees and eligible dependents.

7.2.2 Effective January 1, 2023, the District agrees to pay the cost of premiums for dental coverage according to the following schedule:

Eligible Employees - 100%
Eligible dependents – ~~75~~ 100%

7.3 **LIFE INSURANCE**

7.3.1 The District agrees to maintain the current life insurance program.

7.4 **VISION CARE**

7.4.1 The District agrees to offer ~~V~~ision ~~C~~are ~~S~~ervice, ~~Plan E~~, with a \$10 (ten) deductible for eligible employees and eligible dependents.

7.4.2 Effective January 1, 2023, the District agrees to pay the cost of premiums for vision coverage for eligible employees and dependents at 100% of the composite rate listed by VSP.

7.5 **Employee Assistance Program**

The District shall contract with a third party vendor to provide a comprehensive employee assistance program. The cost of such program shall be borne by the District. The District shall retain the sole discretion to change or cancel the

employee assistance program/plan; provided, however, that the District shall give the Union at least thirty (30) days notice before said change or cancellation.

7.6 SINGLE COVERAGE REBATE (additional research needed)

The formula for the single coverage rebate shall be as follows:

7.6.1 Monthly cash refund amounts for single health care coverage shall be calculated to be (1) twenty-five (25%) percent of the lowest single premium rate in effect on January 1 of each year for that health plan provider and (2) for all other providers, fifteen (15%) percent of the average of all single premium rates in effect on January 1 of each year.

7.7 ELIGIBILITY FOR BENEFITS

Supervisory employees who are represented by this bargaining unit will be eligible for benefits.

7.8 BENEFITS WHILE ON LEAVE

7.8.1 Employees who are absent because of illness or injury, and who have exhausted accumulated paid leaves, shall continue to be covered by fully paid insurance coverage for one (1) full year from date of illness or injury.

7.8.2 Employees who are absent because of illness or injury, and have been placed on the 39-month reemployment list under Section 12.2.6.7 shall be permitted to receive full insurance coverage by remitting to the District the entire insurance premium payments during the period of time the employee is on the 39-month reemployment list.

7.8.3 Employees on Board approved unpaid leave may continue to receive full coverage of insurance benefits if they remit the premium payment for medical insurance, ~~to CalPERS and remit~~ dental and vision premiums to the District.

7.8.4 When an employee with at least five (5) complete years PERS credit has been diagnosed by a physician as having a terminal illness, the District shall continue to pay health benefits for the employee until the employee's demise up to one (1) year.

7.8.5 The District shall continue to pay health insurance premium for the surviving dependents of an employee with at least five (5) complete years PERS credit who dies while in service. The premiums will be paid for twelve (12) months from the date the death occurs.

7.9 RETIREE BENEFITS

7.9.1 The District agrees to pay the medical insurance premiums (up to ~~CalPERS~~ Kaiser single or otherwise required under the contract) for employees who retired on or after the date the bargaining unit was certified by the Public Employment Relations Board as follows:

- 7.9.1.1 Employees with more than nine (9) years of consecutive District service as of May 21, 1996, are entitled to the retiree benefits under this section 7.9 provided such employee has reached fifty (50) years of age and had at least ten (10) consecutive years of service with the District immediately prior to retirement. Employees covered by this section 7.9.1.1 must elect a ~~Medicare Risk Program~~ when they have reached sixty-five (65) years of age and the District will pay up to the Kaiser Medicare rate.
- 7.9.1.2 Employees with less than nine (9) years of consecutive District service as of May 21, 1996, shall be entitled to the retiree benefits of this section 7.9 provided such employee has reached fifty-five (55) years of age and had at least ten (10) consecutive years of service with the district immediately prior to retirement. Employees covered by this section 7.9.1.2 must elect a Medicare ~~Risk Program~~ when they have reached sixty-five (65) years of age. The District will pay up to single Kaiser Medicare Risk or HealthNet Risk rate, whichever is higher.
- 7.9.1.3 Employees hired on or after May 21, 1996, shall be entitled to 100% of the Kaiser Active Rate retiree benefits of this section 7.9 provided such employee has reached sixty (60) years of age and has at least twenty (20) consecutive years of service with the District immediately prior to retirement.
- 7.9.1.4 Employees hired on or after May 21, 1996, shall be entitled to 50% of the Kaiser Active Rate ~~benefits~~ of this section 7.9 provided such employee has reached sixty (60) years of age and has at least ten (10) consecutive years of service with the district immediately prior to retirement. The benefit of this section 7.9.1.4 is contingent upon the retiree paying the remaining balance of the premium when due.
- 7.9.1.5 Employees covered by section 7.9.1.3 and 7.9.1.4 must elect a the Medicare Risk Program plan at the Kaiser Medicare rate when they have reached sixty-five (65) years of age.
- 7.9.2 Board approved leaves will be deemed to constitute service for the purpose of eligibility for this benefit. In calculating continuing service, prior service of an employee who resigns and is reemployed within one (1) year shall be counted. A surviving spouse may elect to continue this benefit so long as he/she pays the entire insurance premium.
- 7.9.3 Retirees who elect to take the benefit provided in Section 7.9 above, will have the option of paying the premium for dental, life, and/or vision care, or none of these additional benefits. Such retirees will also have the option of being covered by paying the total premium for dependents of either the health and accident plan and/or the dental and life plans or the vision care plan.
- 7.9.4 It will be the retiree's responsibility to make application for enrollment for the benefits described in Section 7.9 above. It will be the District's responsibility, after consulting with the Union, to develop implementing procedures for the benefits described in Section 7.9.1 above.

7.9.5

Eligible employees who retire with five (5) or more and less than ten (10) years of PERS credited service immediately prior to retirement and receiving a PERS retirement check may keep any insurance benefit available to employees at the time of retirement by paying the entire premium. (Note: one withdraws their retirement monies, they are not eligible for CalPERS benefits, even if vested).

ARTICLE 11 – VACATIONS

The District proposes the following changes to this Article.

11.1 VACATION ALLOWANCE

Vacation Rate

Years of service	Days per year
1 - 14	20
15 or more	22

11.1. After the completion of not less than six (6) months of service, employees shall be entitled to use earned vacation.

11.2. PAY FOR EARNED VACATION

11.2.1 Employees earn vacation pay at the range and step of straight time pay for the position to which the employee is regularly assigned at the time the vacation is commenced, including shift differential, professional growth credits, and longevity steps.

11.2.2 Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation.

11.2.3 Employees with accumulated vacation shall be allowed to cash out up to twelve (12) days each year. Employees desiring to cash out vacation may do so by providing written notification to the Payroll Department. Requests received by Payroll by October 1 will be reimbursed by November 30 and requests received by Payroll by May 1 will be reimbursed by June 30.

11.2.4 Twelve month employees are strongly encouraged to utilize their vacation during the school year. All reasonable attempts shall be made to accommodate the requests of employees scheduling vacation. If a twelve month employee is prohibited from utilizing his/her vacation during the school year (July 1 to June 30), any vacation days over and above the maximum accrual shall be paid to the employee after the end of the school year in which it was accrued and not taken. The Parties agree to work collaboratively to identify options in addressing the current vacation accruals beyond the contract limit and to minimize the District's unfunded liability.

11.3 COMPUTATION OF VACATION TIME

11.3.1 Vacation time shall be computed on the basis of hours of paid status.

11.3.2 In determining increased vacation benefits, prior service of an employee who resigns and is reemployed within one (1) year shall be counted.

11.4 VACATION SCHEDULING

11.4.1 Vacations for personnel may be taken at any time upon approval of the appropriate site administrator. Although the preferences of employees are to be considered in scheduling vacations, there must not be a conflict with the needs of the District. No vacation request will be unreasonably denied, provided the request is made at least two (2) weeks in advance of commencing vacation.

11.4.2 No vacation shall be granted prior to the time it is earned, except that the unit administrator, or designee, may approve advance vacation leave.

11.4.3 Earned vacation is to be taken within twelve (12) 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~~ September 1st 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.~~

11.4.4 Vacation time cannot be used by employees for periods of less than one-half (1/2) day.

11.4.5 Accrued vacation can be transferred from one employee to another.

11.4.6 All School Plant Operations Managers shall be allowed to take up to five (5) vacation days during the regular school year (i.e., while students are in session). The use of these vacation days during the school year shall require at least two (2) weeks advance notification and shall not be grouped in amounts greater than two (2) days absent a mutual agreement between the bargaining unit member and the site or unit administrator. The parties recognize that the operational needs of the site or administrative unit shall be a consideration and a factor in determining whether or not to allow the vacation days to occur at any particular time during the regular school year. This provision will sunset on June 30, 2000 unless renegotiated otherwise.

11.5. **HOLIDAY WHILE ON VACATION**

If a holiday occurs during an employee's vacation period, such employee shall be compensated for that day as a holiday.

11.6. **ILLNESS WHILE ON VACATION**

In the event an employee on vacation becomes ill, the employee may contact his/her supervisor and report the illness, if the employee wishes to have the illness charged to sick leave rather than vacation leave, the employee shall notify his/her supervisor in writing of such request.

ARTICLE 14 - PERFORMANCE EVALUATIONS

The District proposes the following changes to this Article.

14.1 PURPOSES OF PERFORMANCE EVALUATIONS

14.1.1 There shall be several major purposes of the performance evaluation system:

14.1.1.1 The identification, reinforcement, and improvement of skills, attitudes, and abilities which will result in better performance for classified employees.

14.2 RESPONSIBILITY FOR EVALUATIONS

14.2.1 The responsibility for the formal evaluation of bargaining unit employees assigned to a specific school or other administrative unit rests with the principal or administrator in charge. Such evaluation is to be based upon observation of the employee's work, spaced over a sufficient period of time to allow for an adequate sampling of the employee's performance.

14.2.2 The District shall designate the appropriate persons in 2.1. above.

14.3 EVALUATION SCHEDULE

14.3.1 Probationary Period and Evaluations

The probationary period of all employees shall be for ~~one (1) work year~~ six (6) months. If a long-term substitute or temporary employee is appointed as a probationary employee to the same position, or to another position in the same class which he/she held as a substitute or temporary employee, the time served in the long-term substitute or temporary status shall be counted in computing the completion date of the probationary period provided there is no break in the service of such employee.

14.3.1.2 Within ~~thirty (30)~~ twenty (20) calendar days of election by the Board to a permanent position, each classified employee shall meet with the principal or administrator assigned to conduct his/her evaluation to review his/her assignment, work expectations, and discuss the probationary evaluation process. Following the completion of ~~90~~ forty (40) calendar days of service, each probationary employee shall be provided a first probationary evaluation. All probationary employees shall receive a final probationary evaluation which shall be completed no later than ~~sixty (60)~~ thirty (30) calendar days prior to the completion of their probationary period unless mitigating circumstances delay the process.

14.3.1.3 Should an employee's first probationary evaluation be unsatisfactory, the employee shall be provided at least one (1) special evaluation thirty (30) calendar days prior to receiving his/her final probationary evaluation.

14.3.2 Permanent Employees

All permanent employees shall receive a regular evaluation once every two (2) years according to the following schedule:

- 14.3.2.1 An employee whose social security ends in an even number shall be evaluated in even years.
- 14.3.2.2 An employee whose social security number ends in an uneven number shall be evaluated in years ending in an uneven number.
- 14.3.2.3 Even or uneven years refer to the year in which school year ends (e.g., 1987-88 is an even year).
- 14.3.2.4 Each permanent employee shall be afforded a pre-evaluation conference no later than November 30. This pre-evaluation conference shall be to review the evaluation procedures and to identify additional items which the employee or his/her principal or administrator may wish to include in the evaluation.

14.4 **EVALUATION REPORTS**

14.4.1 Forms

- 14.4.1.1 All performance evaluations shall be made on forms which are mutually agreed to by the parties. Forms will be determined within six months following signing of this agreement.

14.4.2 Special Evaluations

- 14.4.2.1 Additional reports may be submitted on probationary and permanent employees whenever the employee's supervisor feels such reports will contribute to improvement of performance.

14.5 **EVALUATION PROCEDURES**

14.5.1 Evaluation Conference

- 14.5.1.1 Prior to completion of the final evaluation, the employee and his/her principal or administrator shall meet to review the content of the evaluation as well as the evaluation's recommendations and conclusions.

14.5.2 Signing the Evaluation

- 14.5.2.1 The evaluation report shall be signed by the employee to indicate receipt only and he/she shall be given a signed copy. A copy will be placed in the employee's permanent personnel file.

14.5.3 Employee Response

14.5.3.1 The employee shall have ten (10) working days to respond in writing to his/her immediate supervisor or unit administrator on any area of the evaluation. Written responses from the employee shall be permanently attached to the evaluation.

14.5.4 **Correcting Deficiencies**

The responsibility for correcting deficiencies is a mutual responsibility between the employee and the supervisor or unit administrator. If the evaluation is less than satisfactory, the supervisor or unit administrator shall take positive steps to assist in the correction of any cited deficiencies. Such action may include specific written recommendations for improvement as well as assistance in implementing such recommendations.

14.6 **APPEALS**

When a permanent employee disagrees with his/her performance evaluation, he/she shall have the right to appeal within ten (10) working days from the date of review of such evaluation. The appeal shall be processed through administrative channels to the Associate Superintendent, Human Resource Services or his/her designee who shall investigate all facts and obtain such evidence as is necessary, and make a final decision within fifteen (15) working days from the date of the appeal.

14.6.1 Procedures agreed to in this article shall be subject to the grievance procedure as set forth in Article 18 in this agreement.

ARTICLE 17 - PROFESSIONAL GROWTH PROGRAM

The District proposes the following changes to this Article.

17.1 PURPOSE

The purpose of the professional growth program is to offer financial incentive for improving job skills and performance, and for obtaining training related to promotional opportunities within the District and for obtaining training within the employee's current occupational area.

17.2 ELIGIBILITY

All probationary and permanent employees are eligible to participate. This does not include temporary, short-term, or substitute employees, although such personnel may take coursework to be "stockpiled" in the event they are later elected on a regular basis.

17.3 METHODS OF CREDIT

17.3.1 College, University, and District-Sponsored Courses or Workshops
In-service growth credit may be earned by successful completion as certified by official grade cards or transcripts for course work taken from any of the following:

17.3.1.1 Four-year colleges accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.2 Universities accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.3 Junior or community colleges accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.4 District-Sponsored In-Service Courses or Workshops

17.3.2 Conferences or Training Programs

In-service growth credit may be earned through hours of service or attendance from any of the following:

17.3.2.1 Adult Education Programs

17.3.2.2 Conferences or professional organizations related to the employee's job assignment or to the employee's general education.

17.3.2.3 Special training programs/conventions/workshops:

17.3.2.3.1 Private firms

- 17.3.2.3.2 Private schools (business)
- 17.3.2.3.3 Trade Union programs
- 17.3.2.3.4 Recognized community resources groups
- 17.3.2.3.5 Other governmental organizations
- 17.3.2.4 Credit shall be given for these activities, which may be combined, on the following basis:

Total Hours Of Attendance or Effort	Semester Unit Equivalents
15	1/2
30	1
45	1-1/2
60	2

- 17.3.2.5 Participation in such activities must be certified in writing by appropriate officials on forms provided by appropriate officials on forms provided by the Personnel Services Office.
- 17.3.3 Travel
 - 17.3.3.1 Credit may be authorized for approved travel which can be demonstrated to have benefit and a direct relationship to the employee's current assignment at the rate of one (1) semester unit per each week of such travel to a maximum of three (3) semester units.
 - 17.3.3.2 Determination of credit shall be based upon a written report which shall contain a daily itinerary, a statement of the educational values derived, and an appraisal of how the travel contributed to the employee's professional improvement as it relates to his/her duties and responsibilities and general education.
 - 17.3.4 Special Projects and Study
 - 17.3.4.1 Credit may be authorized for completion of special projects and study which can be demonstrated to have benefit and a direct relationship to the employee's current assignment and general education.
 - 17.3.4.2 Projects include, but are not limited to:
 - 17.3.4.2.1 Individual study
 - 17.3.4.2.2 Special research projects
 - 17.3.4.2.3 Visitations or observations
 - 17.3.4.2.4 Educational materials

17.3.4.3 Credit shall be authorized on the basis of one (1) semester unit per forty (40) hours of time and effort expended. Upon completion of the project, the employee must submit the project itself, or a detailed description of the project, including time spent and the employee's evaluation of its worth. Credit cannot be authorized for work of this type which is performed during an employee's regular duty hours.

17.4 APPROVAL PROCEDURES

17.4.1 All requests for prior approval of professional growth credits for proposed courses, programs, travel, or special projects shall be submitted to the employee's unit administrator, or designee, for review and written approval. The employee shall have the right to appeal the decision of the unit administrator to the director, Human Resource Services.

17.4.2 Approval by the Associate Superintendent, Human Resource Services or designee is required, prior to beginning any professional growth activities except for those activities listed in Section 17.3.1.; however, prior approval is advised before taking any professional growth activity, since it provides protection to the employee against taking a course and later finding that it is not acceptable for salary credit.

17.4.3 Plans for Professional Growth

Plans for professional growth which include more than one (1) course or other activity listed in 3.1., 3.2., 3.3., and 3.4. may be submitted to the classified personnel director for prior approval, thus eliminating the need for separate approval action on each course or activity undertaken.

17.4.3.1 District Sponsored Training Programs (Enhanced Professional Growth) Professional growth units may be acquired for attendance at District and/or Union sponsored training programs with a credit of one (1) unit per sixteen (16) hours of training for programs that have been designated in writing by the District as an Enhanced Professional Growth (EPG) program. The District will make a good faith effort to indicate on class schedules or announcements that the class is recognized for EPG Credit or Enhanced Professional Growth.

17.4.3.2 The District will recognize ISSA CMI Custodian certification whether online or in person. The District will acknowledge in person credit offering for online module (fast track).

17.5 RESTRICTIONS

17.5.1 Job-Related Courses

At least fifty percent (50%) of the professional growth credits (24 units) shall be directly related to the employee's duties as defined by job classification specifications and/or up to twenty-five percent (25%) of the professional growth credits (12 units), may be related to other District positions for which the employee seeks to qualify for transfer and/or promotion.

17.5.2 General Education Courses

Up to twenty-five percent (25%) of the professional growth credits (12 units) may be "general education" units which shall be certified as appropriate by the Associate Superintendent, Human Resource Services or designee. Courses which are a vocational, hobby type, or are taken for personal pleasure or amusement are not certifiable.

17.5.3 No On-Duty Credit

Professional growth credits cannot be given for courses or activities undertaken while an employee is required to be on duty.

17.5.4 Credits During Employment

Only units completed after employment with the District may be considered for professional growth credit. Job-related and general education units may be earned in any order up to the maximum number of units established in 17.5.1 and 17.5.2.

17.5.5 Courses Taken Prior to Adoption

No professional growth credit shall be given for activities or courses completed prior to the adoption by the Board of this program on October 29, 1973.

17.6 SALARY ALLOWABLE

Effective July 1, 1998 the compensation per unit of allowable credit and maximum number of units shall be increased as indicated below:

0 – 6.5	\$6
7 – 13.5	\$7
14 – 20.5	\$8
21 – 48.5	\$9
49 – 60	\$10

All allowable units will receive the increase per unit credit upon advancement to a higher per unit credit.

Units may be acquired for attendance at District and/or Union sponsored training programs with a credit of one (1) unit per (16) hours of training. There shall be a joint labor/management committee for the purpose of determining needs of bargaining unit members for District/Union in-service training. The committee shall consist of two (2) Teamsters unit members plus a business representative and two (2) District representatives.

All units are subject to approval in accordance with Article 17.

17.6.1 No salary credit shall be granted until the employee has served ~~three (3) full consecutive years~~ 18 consecutive months in the District, although units may be

earned immediately after employment. In determining total service, prior service of an employee who resigns and is reemployed within one (1) year shall be counted as consecutive.

17.6.2 After ~~three (3) years~~ 18 consecutive months served in the District, the employee may receive salary credit for not more than six (6) units per year. "Stockpiling" of units (earning units in advance) prior to eligibility to receive salary credit shall be limited to nine (9) units.

17.6.3 The term "per year" as used herein refers to the fiscal year, July 1 to June 30.

17.6.4 Verification of units earned for in-service salary credit shall be submitted as they are earned to the Human Resource Services Department. Twice annually, on September 1 and April 1, the Human Resource Services Department will review employees' length of service and accumulated units to determine eligibility for receiving in-service salary credit. The deadline for filing units and meeting experience requirements shall be August 1 for the changes effective September 1 and March 1 for changes effective April 1. The determination of eligibility for salary schedule credit for any units submitted by August 1 or March 1 will be paid within sixty (60) days from each deadline. Compensation for in-service growth credit shall be retroactive to September 1 for units filed by the August 1 deadline and retroactive to April 1 for units filed by the March 1 deadline.

17.6.5 No less than one-half (1/2) unit of credit may be submitted at any one time.

17.7 APPEAL PROCEDURES

17.7.1 Employees whose requests for prior approval or for acceptance of completed work have been denied by the Associate Superintendent, Human Resource Services or designee, may appeal such decisions to the Professional Growth Program Appeal Committee. The Committee will be selected within 30 days following the filing of an appeal with the Office of Employee Relations. Members of the Committee, to be selected by management, shall be a school principal, a member of the management team responsible for directing the work of employees in the same classification as the appellant, a supervisor who is responsible for supervising the work of employees in the same classification as the appellant, and the Associate Superintendent, Human Resource Services or designee, who shall chair the committee and who shall vote only in the event of a tie. The chair shall not be the employee whose denial is the subject of the appeal. Members of the Committee representing classified non-management employees shall be three (3) individuals selected by the appellant from a list of twenty (20) prepared by the Union which shall include employees only from the Union. The decisions of the appeal committee shall not be subject to the grievance procedure.

The decision of the Committee must be appealed by the employee to the superintendent or designee within 30 days following the date of the Committee's decision. The superintendent or designee shall review the written record of the appeal committee. Any designee selected by the Superintendent shall not have served as a member of the Committee which considered the appeal. The

superintendent or designee may or may not, after reviewing the written record, reconvene the parties. The Superintendent or his/her designee has sixty (60) days following the receipt of an appeal to respond. The decision of the superintendent or designee shall be final and shall not be subject to the grievance procedure.

ARTICLE 20 – LAYOFF

The District's position is to maintain Current Contract Language for this Article.

20.1 Lay off Defined

A layoff is an involuntary separation from service as defined herein based upon a lack of work or lack of funds. Temporary and substitute employees may be separated at the completion of their assignment without regard to procedures in this Article.

20.2 Layoff Seniority

For purposes of Article 20 (Layoff), seniority is established by the employee date of hire as a regular probationary or permanent employee of the District in the classification (this calculation does not include any substitute or temporary time served by the unit member unless this time was used to compute the completion of the employee's probationary period under Section 13.8) plus any service in a higher classification (i.e., those with higher pay ranges) with deductions for any unpaid time as outlined below. Except for reinstatement within thirty-nine (39) months or reemployment as a probationary employee within the same classification within one year of resignation, a break in employment and subsequent reemployment shall create a new hire date.

If, two or more employees subject to layoff have equal seniority as defined herein, then the employee with the most recent hire date in the District shall be laid off first. If, date of hire in the District does not break the tie then the tie shall be broken by random drawing.

20.2.1 Seniority Credit for Certain Unpaid Leaves

The District shall grant seniority credit for time spent on unpaid leaves in the following areas: Military Leave, Illness Leave, Maternity Leave, Industrial Accident/Illness Leave, Family Care Leave, and any other unpaid leaves permitted by the Education Code under section 45308.

20.2.2 No Service Credit for Other Unpaid Leaves

In the event that an employee returns to work following an unpaid leave not listed above, the employee shall not receive accrued seniority for the time not worked.

20.2.3 The Superintendent or designee shall maintain a current determination of each employee's seniority.

20.3 Order of Layoff

The employee who has been employed for the shortest time in the classification to be eliminated shall be laid off first.

20.4 District and Union Rights

The District reserves, retains and is vested with the sole and exclusive right to layoff employees for any reason allowed by law. In the exercise of this exclusive right the District makes sole determination as of the hours and positions eliminated. The Union retains the right to bargain the impacts and effects of the layoff of an employee.

20.5 Layoff Procedure

Positions to be eliminated shall be identified by the District by classification and hours.

20.5.1 First Step: Transfer

The employee in the position to be eliminated by the District shall be transferred to a vacant position which the District anticipates will be a permanent position, if any, in the same classification. If there is more than one vacancy in the classification which the District anticipates will be permanent positions, the employee shall be allowed to select a vacancy. If there is one or more employees in the same classification in the position to be eliminated the most senior employee shall be transferred first. Employees being transferred under this section shall receive at least ten (10) working days' notice of their new assignment.

In the event there are no vacancies, as described above, the District shall engage in bumping.

20.5.2 Second-Step: Bumping Rights Within a Classification

An employee whose position is being eliminated may displace the employee within his/her classification who has the least seniority.

20.5.3 Third Step: Bumping Rights to Another Classification

The employee having the least seniority within his/her classification who has been laid off or bumped, and who has seniority in a different classification greater than that of any employee in that class, shall be placed in a vacancy if any. If no vacancy exists then the employee shall have the right to displace the employee with the least seniority in that classification.

20.5.4 Bumping Rules

An employee having the least seniority within his/her classification shall have the same bumping rights as if his/her position had been eliminated. Employees shall not bump into a higher classification. If, an employee waives bumping rights, he/she shall be placed on a thirty-nine month reemployment list.

20.5.5 Layoff Notice

Employees subject to layoff shall receive notice of the layoff sixty (60) days prior to the effective date. They shall be informed of their reemployment rights and bumping rights if any.

20.6 Voluntary Demotions/Reductions

Upon mutual agreement with the District, employees may elect to take a voluntary demotion (i.e. change in classification for which they are qualified with a lower maximum salary rate) or a voluntary reduction in hours in lieu of layoff or to remain in their present position rather than be reclassified or reassigned. Employees who do so shall be granted the same rights as persons laid off.

20.7 Reemployment Rights

Classified employees laid off because of lack of work or funds shall be eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference of new applicants. In addition employees laid off shall have the right to apply and establish their qualifications for vacant and promotional positions within the District during the thirty-nine (39) month period.

20.7.1 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as employees laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months, provided that the same test for physical fitness under which they qualified for appointment to the classification shall still apply in preference over new applicants.

20.7.2 Upon rejecting two (2) offers of employment, the employee's name shall be removed from the reemployment list and he/she shall forfeit all right to which he/she would have otherwise been entitled. If an employee on the thirty-nine (39) month reemployment list is hired by the District to a different classification than that of which the employee was laid off from, he/she shall remain on the thirty-nine (39) month reemployment list.

20.7.3 To be reinstated an employee must be fully capable of performing the normal and customary duties of the job. Employees whose physical condition is such that they cannot be reinstated at the time called for reemployment, will be kept on the reemployment list until physically capable of returning to work or for a period not to exceed thirty-nine (39) calendar months.

20.7.4 Notification

When a vacancy occurs, the most senior employee on the thirty-nine (39) month reemployment list for that classification will be so notified by certified U.S. mail at his/her last known address and given the opportunity to accept or reject the appointment into the vacant position. The employee shall have the obligation of advising the District of his/her decision no later than ten (10) calendar days

following receipt of the notification. If, the employee accepts he/she must report to work no later than two (2) calendar weeks from the vacancy notification date or on a later date specified by the District.

20.7.5

A laid off employee will be reemployed with all rights and benefits accorded to him/her at the time of layoff. An employee who bumped into a lower classification will, when reinstated to the previous classification, be placed on the salary step to which he/she would have progressed had he/she remained there.

ARTICLE 23 – DURATION

The District proposes the following changes to this Article.

23.1 **EFFECT**

This Agreement shall be effective after ratification by the Board and by the Union.

23.2 **DURATION**

This Agreement will remain in effect from July 1, ~~2020~~ to June 30, ~~2020~~.

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.~~

The parties will agree to resume negotiations on reopeners on or before December 1, 2022, with the shared goal of reaching agreement as soon as possible prior to the start of the 2023-2024 school year. The parties will meet not less than twice a month to make progress toward this goal. It is understood that the parties reserve the right to maintain their respective bargaining positions on all issues when negotiations resume for a successor contract. The District and Teamsters, Local 150 agree that Article 6 Compensation, will be reopened for the 2022-2023 contract term, plus one additional article selected by the District and one additional article selected by the Teamsters, Local 150.

23.4 **SIGNING OF AGREEMENT**

[Signatures on following page]

THIS AGREEMENT IS EFFECTIVE ON THE DATE RATIFICATION IS COMPLETED BY THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND TEAMSTERS, LOCAL 150, FOOD PROCESS WORKERS, WAREHOUSEMEN, AND HELPERS IN SACRAMENTO, AND PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

In Witness Whereof, the Union has caused this Agreement to be signed by its representatives and the Board has caused this Agreement to be signed by its President, Vice-President, and attested by its clerk.

FOR THE UNION:



Alan Daurie, Business Agent

8-23-22

Date



Wendell Birt

08-23-22

Date



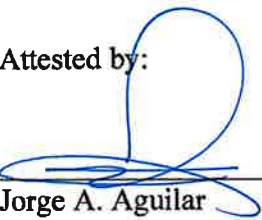
Deometrius Robinson

8-23-22

Date

FOR THE DISTRICT:

Christina Pritchett Date
Board President

Attested by:


Jorge A. Aguilar Date
Superintendent