

COLLECTIVE BARGAINING AGREEMENT
BETWEEN



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

AND



TEAMSTER UNION, LOCAL 150

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ARTICLE I - UNION CERTIFICATION AND RECOGNITION

UNION CERTIFICATION

Teamsters Local Union 150, Food Process Workers, Warehousemen, and Helpers in Sacramento, and Public, Professional and Medical Employees, Affiliated with International Brotherhood of Teamsters, as the sole and exclusive bargaining representative for the supervisory classified nonmanagement employees in the following bargaining unit:

1.1.1 The Operations Unit

The Operations Unit includes the following job classes:

1.1.1.1 School Plant Operations Manager I

1.1.1.2 School Plant Operations Manager II

supervisory employee organization other than the Teamsters Local Union
150, Food Process Workers, Warehousemen, and Helpers in Sacramento,
Public Professional and Medical Employees Affiliated with

International Brotherhood of Teamsters, for the duration of this
Agreement. Furthermore, the District agrees not to negotiate with any
classified supervisory employee individually during the duration of the

ARTICLE 2 - DEFINITION OF TERMS

2 "THE RODDA ACT OR ATHE ACT OR SB 160" means Chapter 10.7,

Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.

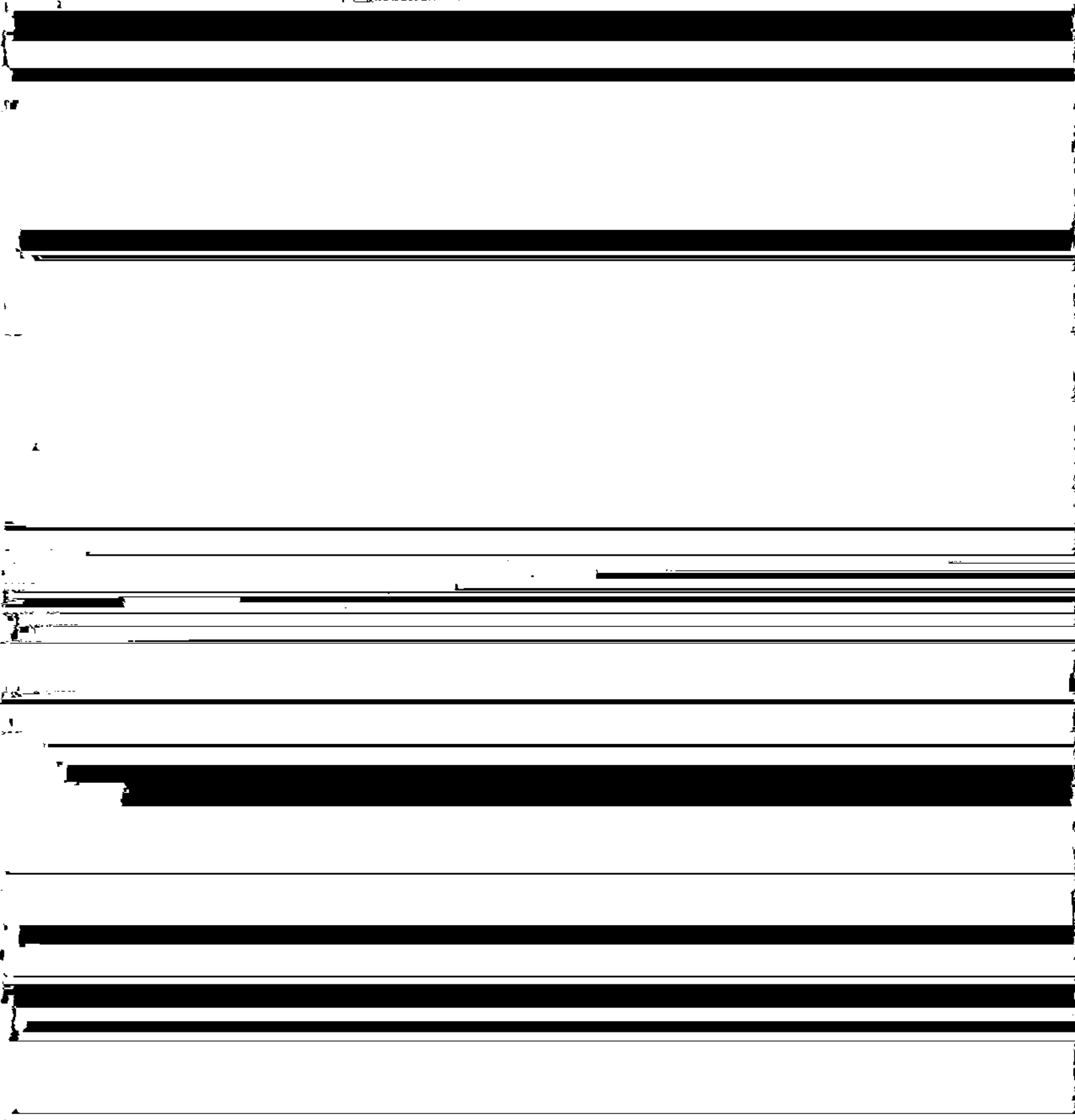
2.1 "REGULAR SUPERVISORIAL EMPLOYEE" means an employee who
by relationship or permanent status

"REGULAR SUPERVISORIAL EMPLOYEE" means an

employee who has been appointed to a regular position by the Board of Education and is in a working test period during which he/she is required

2.8

"LIMITED-TERM SUPERVISORY ASSIGNMENT" means a permanent
employee who is transferred to a position of limited



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 3 - UNION RIGHTS

3.1 **PRINTING AGREEMENT**

3.1.1 The District and the Union agree to have this Agreement printed after it

3.1.1.1 The District and the Union agree to have this Agreement printed after it

Unit. Alternate stewards shall have no authority if the shop steward is present and available.

3.4.4

The Union shall select one chief steward for the present bargaining unit.

The Union shall annually submit to the District a list containing the names of Union stewards. Such lists will be kept current. The Union will post

3.6.1.1

Release time for negotiations or joint Union/management committee meetings shall be granted by authority of and notification from the

quarterly basis for the purpose of resolving items of mutual concerns which affect bargaining unit members.

~~3.10.1 DISTRICT WIDE COMMITTEE~~

3.10.1

Whenever a District wide committee, task force, hot team, and/or any other committee or fact gathering group invites participation of bargaining

ARTICLE 4 - DISTRICT RIGHTS

11 DISTRICT POWERS AND RIGHTS

§ 11-16. The Board of the District

ARTICLE 5 - UNION SECURITY

5.1 DUES AUTHORIZATION

in this Article.

§ 4.0

Any unit member who is a member of an organization group, or religious

784

and 5.4 above, whether for membership dues or agency fees, the District agrees promptly to remit such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, recognizing them as to membership or nonmembership in the

furnished.

5.5.2 The District shall not be obligated to put into effect any new, changed, or

ARTICLE 6 - COMPENSATION

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

the 2008-09 adopted budget.

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.

... to assess the debt owed in different jurisdictions

6.6

LONGEVITY PAY

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

ARTICLE 7 - FRINGE BENEFITS

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
~~_____~~
~~_____~~

appropriate value, health care coverage. The District agrees to hold

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.

7.1.2 **Open Enrollment/ Switching**

7.1.2.1 There shall be either an annual "open enrollment" or witching period

comprehensive employee assistance program. The cost of such program

shall be borne by the District. The District shall retain the sole discretion

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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 the period beginning on or after the date the bargaining unit was certified

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

_____ (C) _____ and less than ten (10)

ARTICLE 8 - HOURS

8.1 WORKDAY

8.1.1. Definition

A workday begins at 12:01 a.m. and ends at 12:00 midnight except for School Plant Operations Managers I working at night where a workday begins at the starting time which the District assigns to an employee and ends twenty-four (24) hours later.

8.1.2 Full-Time Employees

The basic workday for full-time employees shall be eight (8) hours within

will be full-time.

8.1.3 Reduction in Hours

will be eight (8) hours within

8.3 **WORKYEAR**

8.3.1 All members of the bargaining unit will have the following workyear

~~beginning on the first day of the calendar year and the following June 30; twelve (12) months~~

of approximately 242 days of service.

8.4 **OVERTIME**

8.4.1 Definition

8.4.1.1 Full-Time Employee

~~shall be considered and authorized working time in excess of eight (8)~~

employee at the appropriate rate of pay. Employees receiving
[redacted] at the rate of

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

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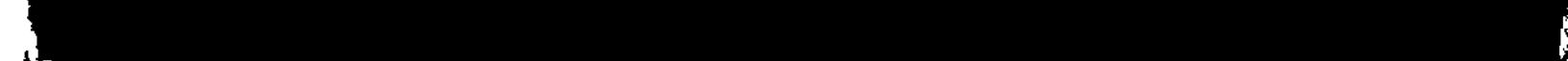
[redacted]

ARTICLE 9 - ASSIGNMENTS

9.1 WORK ASSIGNMENTS







Plant Operations Manager I's, II's, and III's. Bargaining unit employees shall be required to wear I.D. badges while in the service of the District.

9.4 **TOOLS**

The District agrees to provide to all employees all tools required for use in the course of their duties.

9.5 **PHYSICAL EXAMS**

[REDACTED]

ARTICLE 10 - HOLIDAYS

10.1 HOLIDAYS

10.1.1 Eligibility-Designated Holidays

All probationary and permanent bargaining unit employees shall be entitled to holiday pay provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday.

10.1.2 Eligibility, Board-Granted Holidays

(The following sections apply to the day after Thanksgiving, all of winter vacation, two (2) days during spring vacation).

10.2.3 Holidays - Board Granted

- a. Wednesday before and day after Thanksgiving Day.
- b. Winter vacation.
- c. Two (2) days during spring vacation.

10.2.4 Holidays - Observance

If a recognized holiday falls on Sunday, the following Monday is to be considered a holiday. If a recognized holiday falls on a Saturday, the preceding Friday is a holiday.

ARTICLE 11 - VACATIONS

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

At the range and step of straight time pay for

1132

In determining increased vacation benefits, prior service of an employee

1132 VACATION SCHEDULING

In determining increased vacation benefits, prior service of the

ARTICLE 12 - LEAVES

12.1 DEFINITION

_____ performing duties assigned

[REDACTED]

employee in the event of the death of each and every member of the
family. If travel over 250 miles is required, the employee shall

such travel was necessary.

problems.

12.2.6 Industrial Accident or Illness Leave.

12.2.6.1 All permanent and probationary personnel shall be granted industrial

leave when the number of days taken does not exceed sixty (60) days on

111 is considered by a recent meeting in the class of his/her

104 7

executive board member, or employees designated as Union delegates for
[redacted] to [redacted] business representation of the

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Any employee absent from work due to quarantine enforced by public health officials shall be considered as being on sick leave.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

...at least 30 days before the expiration date of the leave

...

...according to intention to return

12.3.1 Educational Improvement

A leave without pay may be granted to an employee who has completed

...

confinement, and 2) the length of time she can continue working safely.

12.3.3.3

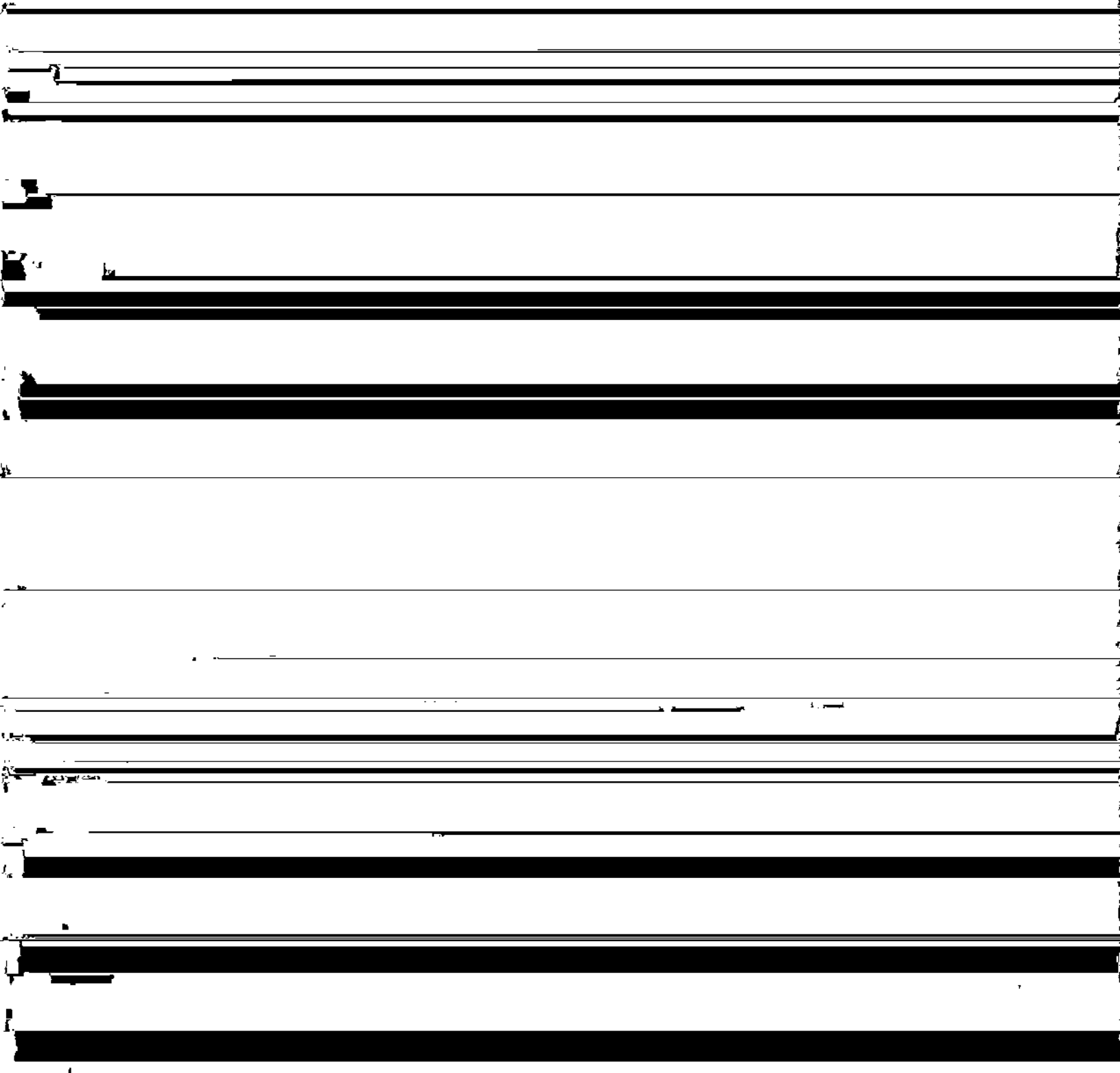
Parental leave may be granted for up to the balance of a fiscal year and may be extended in quarterly increments up to a maximum of two (2)

_____ of parental leave may be granted up to the (1) parent

designee it would be in the best interests of the District for the employee to do so.

12.3.6 Peace Corps

An employee who has completed three (3) consecutive years of service in



received for unearned sick leave.

12.4.1.4 Sick leave may be accumulated from year to year without limit.

[REDACTED]

[REDACTED]

[REDACTED]

12.4.2.3 The employee's election to use his/her sick leave credits for any allowable purpose shall be indicated on the Employee Absence Report which shall

It

ARTICLE 13 - TRANSFERS/PROMOTIONS

13.1 DEFINITIONS

13.1.1 A voluntary transfer is one which is initiated by the employee and involves a change in work location without a change in classification.

Union.

13.3. **TRANSFERS -- VOLUNTARY**

13.3.1 A permanent bargaining unit employee may request a transfer for each
Level of Merit of Vacancy by submitting a classified application

final approval. The Position Exchange is not final until approved by Human Resources. Position Exchanges shall be deemed essential and necessary in the best interest of the District.

13.4

TRANSFERS -- ADMINISTRATIVE

13.4.1

In cases where changes are deemed essential and necessary in the best interest of the District, the assistant superintendent, Human Resource

shall have the authority to transfer employees, such

applicants shall be referred in groups of at least six (6) but no more than ten (10). The Human Resource Services Office shall include into the interview rating sheets of the referred groups a total District years of service point value equal to the years of service

~~of the applicant to the current fall term~~

there is a tie in overall score, as determined in Section 13.5.4.1.

13.8 **PROBATIONARY TRAINING PERIOD**

Any employee selected for a promotion shall serve a probationary period of one (1) work year.

- 13.8.1 An employee who fails to complete successfully his/her promotional probationary period shall be reassigned to the class from which promoted unless the reasons for release are cause for dismissal of a permanent employee.

An employee may request in writing to the Personnel Services Office a voluntary demotion. A voluntary demotion would include a change to a classification with a lower maximum salary range.

ARTICLE 14 - PERFORMANCE EVALUATIONS

14.1 PURPOSES OF PERFORMANCE EVALUATIONS

The purposes of the performance evaluation system:

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

14.2 RESPONSIBILITY FOR EVALUATIONS

The responsibility for the performance evaluation system:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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 [redacted] personnel file

14.5.3 Employee Response

[redacted] (10) working days to respond in writing to

ARTICLE 15 - PERSONNEL FILES

15.1 INSPECTION OF FILES

15.1.1 Personnel files include those maintained by principals or other administrators involved in employee evaluation, as well as files maintained by the Human Resource Services Department.

15.1.2 Only those materials placed in Human Resource Services files may serve as the basis for any grievance or appeal. Such fees are

15.2.2

An employee has the right to appeal the contents of a document of a

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

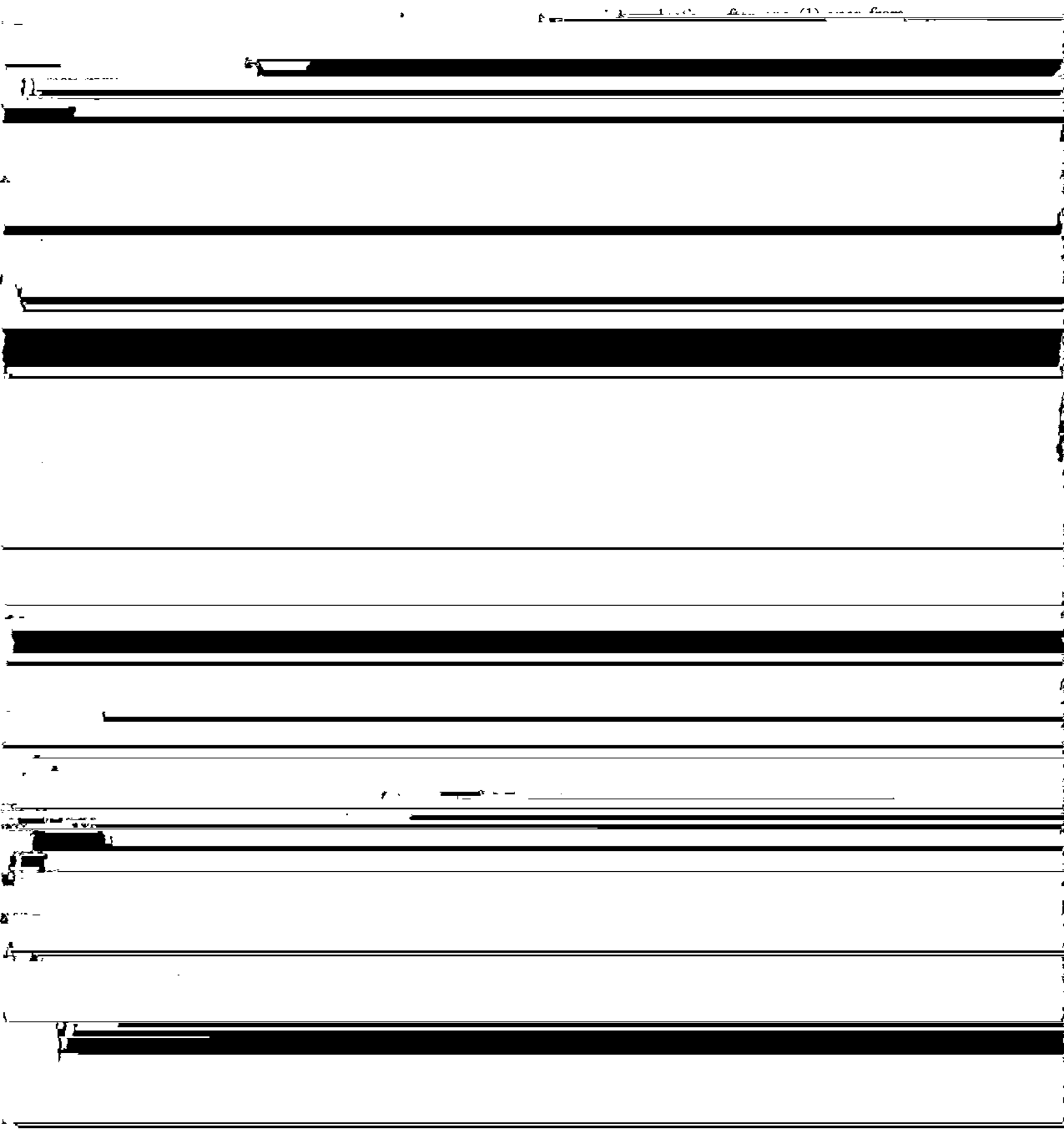
[REDACTED]

[REDACTED]

[REDACTED]

15.2.7

An employee may elect to be represented at each appeal level provided In Article 2.2 by a representative from the union.



ARTICLE 16 - SAFETY

16.1 Safe Conditions

16.1.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

16.1.2 Joint Responsibility - CAL/OSHA

The District recognizes the responsibility to comply with CAL/OSHA in providing employees with safe working conditions, and the Union recognizes the employee's duty to utilize safe working procedures and to

~~report unsafe conditions to their immediate supervisor.~~

The Safety Committee shall be composed of a designated number of

16.4.5

PERSONAL PROPERTY

The District shall reimburse employees for any damage or destruction of

[REDACTED]

ARTICLE 17 - PROFESSIONAL GROWTH PROGRAM

The purpose of the professional growth program is to offer financial

- 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
- **** ~~Other~~ ~~activities~~ ~~which~~ ~~may~~ ~~be~~ ~~combined~~ ~~on~~ ~~the~~

following basis:

Total Hours Of

Semester

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

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

... shall 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 ~~to provide credit of training unit members for District/Union in-~~

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

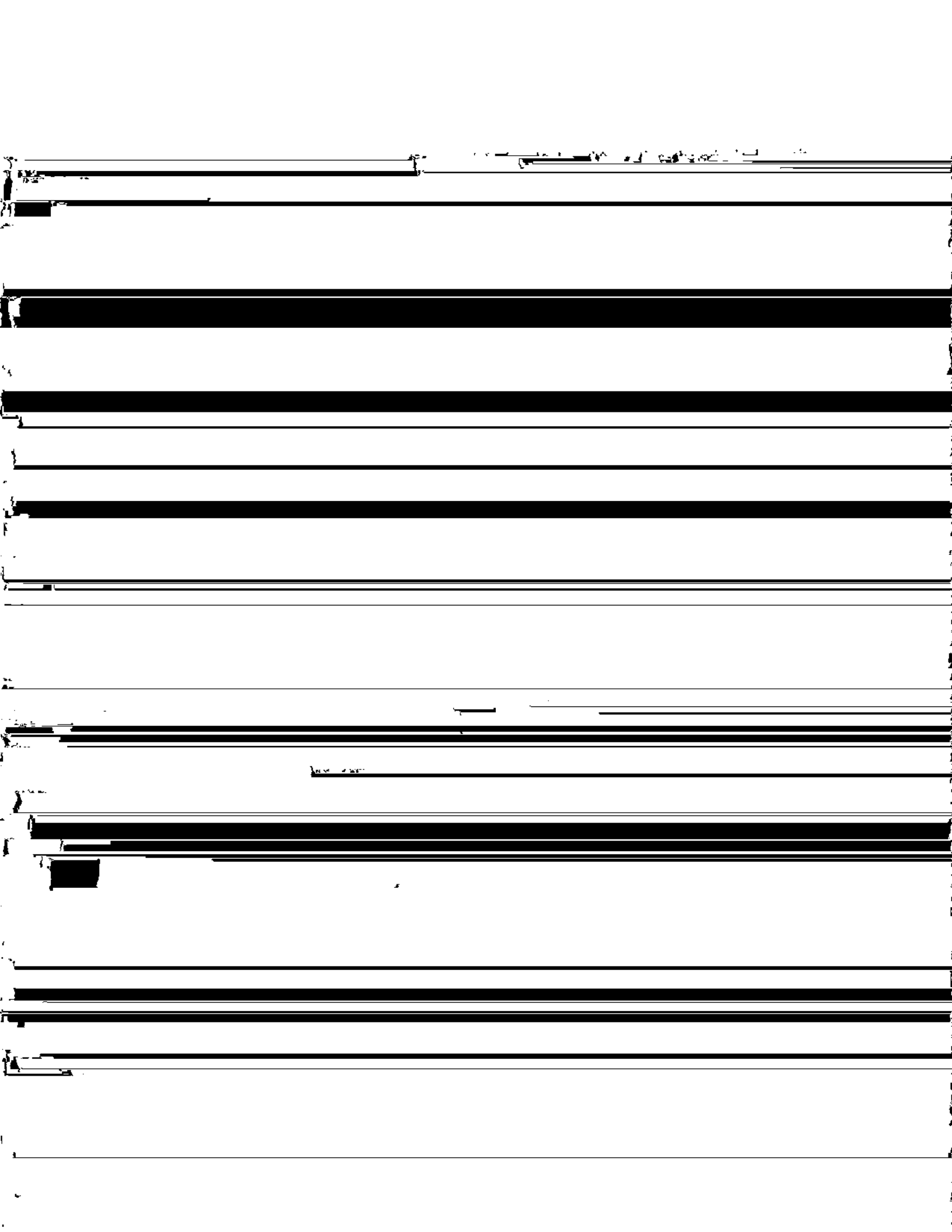
CONFIDENTIAL

SECRET

INFORMAL PROCEDURE

... to be discussed with relevant appropriate

[REDACTED]



11. The mediation shall be borne equally by the parties

18.8 **MEDIATION PROCEDURES**

18.8.1 The mediation procedure shall be entirely informal in nature; however,

may also be made by the Union if the District fails to schedule a Level II mediation within thirty (30) working days after receipt of written Level II

request. If the District fails to render a written Level II decision within

13. P. 5- — 31. 19 — 16. Disputed was the amount shall be permitted to accept any

By [redacted] of the [redacted] which was not previously

18.10.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.



18.10.7 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

18.10.8 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

19.1

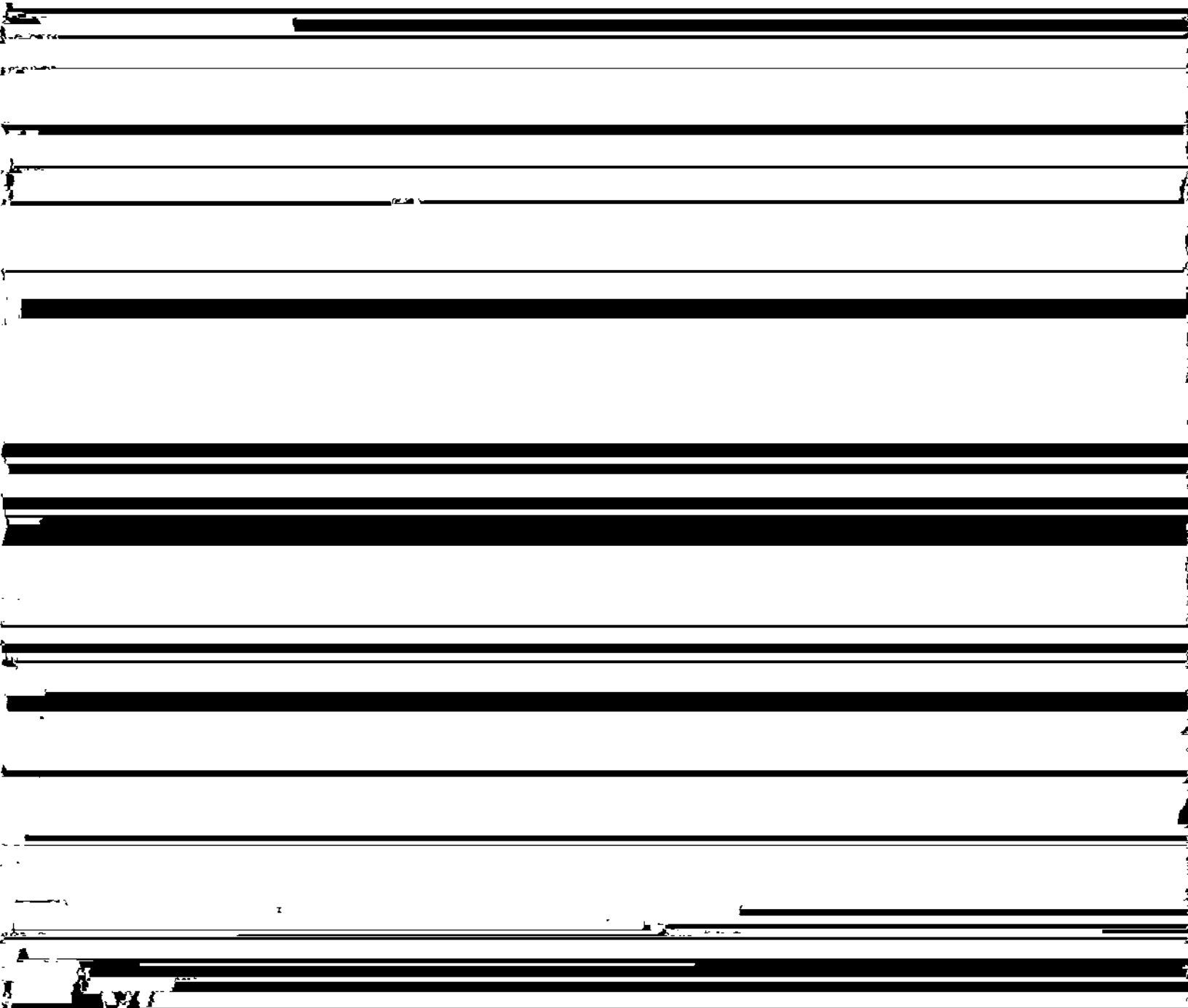
Permanent classified employees shall be subject to disciplinary action (e.g., may include transfer, suspension without pay, demotion, reduction of

The Board of Education's

- l. Disobedience.
- m. Misuse or unauthorized use of District property.
- n. Violation of District board, or departmental rule, policy, or 
- o. Violation of, or refusal to obey policies and/or administrative 

- v. Any conduct or act either during or outside of duty hours that adversely affects or impacts the district or the employment of the employee (e.g., immoral conduct, discourteous and/or unprofessional treatment of the public, students, or other employees.

19.2.2 Except as defined in item [s] above, no personnel action shall be taken for



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

h

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

e. A "Hearing Request Form," the timely signing and filing of which shall constitute a request for a hearing and a denial of all charges.

19.5.2 A copy of the classified employee disciplinary procedure shall be attached to the Notice. The Union will be notified, by separate notice, that the District intends to take disciplinary action against a bargaining unit member.

19.6 Mediation

19.6.1 The parties agree that the mediation and arbitration procedure of the disciplinary process will be used if a settlement is not reached during the Predisciplinary Meeting as outlined above. It will occur prior to the formal hearing outlined in Hearing Procedures below.

19.6.2 The parties shall mutually agree to any mediator that is used during the mediation procedure. Furthermore, all costs of the mediator shall be borne equally by the Parties.

19.6.3 The Parties agree that the mediation procedure is in addition to, and not in lieu of the formal hearing process that is outlined in the Disciplinary Procedures.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

... .. can be used in any other proceeding

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

not apply to any such hearing before a hearing officer or the Governing Board. Neither the Board nor the hearing officer shall be bound by rules

should be reliable. The rules of privileges and/or official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or

the board.

19.12.4.1 The hearing officer may, at its discretion, exclude witnesses not under examination, except the employee and the District representatives and their respective counsel. When hearing testimony on conduct which may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.

19.12.5 The dismissal hearing may be recorded by audiotape or other means at the request of either party. If the employee requests a stenographic record he/she must provide at least three (3) days advance written notice before the day set for the hearing and pay the costs for such reporting or recording. Transcripts of the hearing shall be furnished to any person upon payment of the cost of preparing such transcript.

19.12.6 The hearing officer may grant a continuance of any hearing upon such

... may: ... appeal ... decision from the hearing officer the board

may:

- Appeal the proposed decision in its entirety

ARTICLE 20 LAYOFF

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 shall be laid off 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

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

Positions to be eliminated shall be identified by the District shall be

20.5.5 Layoff Notice

Employees subject to layoff shall receive notice of the layoff sixty (60)

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

later than ten (10) calendar days following receipt of the notification. If
the employee does not report to work no later than two (2)

ARTICLE 21- - EFFECT OF AGREEMENT

21.1 AGREEMENT SUPERSEDES PAST PRACTICES

This Agreement terminates and supersedes all past practices, agreements,

herein.

21.2 NEGOTIATIONS

The parties agree that during the negotiations which culminated in this

exercising of their rights and responsibilities under this Agreement.

21.6 **RIGHT TO MEET AND CONSULT**

Nothing contained in this Agreement shall preclude the parties from meeting and consulting on items not contained in the Agreement.

21.7 **CONTRACT REORGANIZATION FOR CLARITY**

Upon completion of ratification and execution of this Contract by affixing

~~the signatures of the principals thereof, the Union and the District agree~~

~~to jointly administer this Contract for the purpose of clarity. No changes~~

22.1 The Union and the District agree that differences between the parties shall

of this Contract, the Union, in consideration of the terms and conditions

ARTICLE 23 - DURATION

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 until June 30,-2009.

23.3 REOPENING

Negotiations between the parties during the 2014-2015, 2015-2016 and

COMPLETED BY THE BOARD OF EDUCATION OF THE SACRAMENTO