

**MEMORANDUM
OF UNDERSTANDING
between the MOUNT DIABLO
UNIFIED SCHOOL DISTRICT
and the
TEAMSTERS Local 856**

May 25, 2021

Mount Diablo Unified School District (MDUSD) will open schools in a Hybrid Learning Phase (HLP) and will reopen its schools in a physical model (hybrid or full return) after the County has been removed from the CPDH "Watch list" for consecutive 14 days and with board approval. Maintaining flexibility at all phases will be paramount to our success, as we collectively engage in instructional and work models that are new and must remain responsive to ongoing safety guidance and the needs of our students and families.

The district agrees to follow the Teamsters Collective Bargaining Agreement however, changes required due to COVID-19 will have universal impacts, in addition to impacts that are specific to each job classification.

This agreement represents a commitment to prioritize the health and safety of staff and students in order to minimize the risk of COVID-19 spread while also providing for the education of all students.

1. Teamsters 856 Contractual Agreement between MDUSD and Teamsters 856 will remain in effect.

2. **Hours of Employment and Calendar**
 - a. Employees will follow the revised school calendar.
 - b. All employees shall remain at their respective workstations, locations, and maintain their current work schedules.
 - c. During Hybrid Learning, Mechanics work schedule shall be changed to 8:00am-4:00pm (30min paid lunch), Monday-Thursday & 7:00am-3:00pm (30 min paid lunch) on Fridays. This schedule shall expire on 6/4/2021.
 - d. The district will adhere to all the provisions of CA AB77 and CA SB 98.
 - e. Members will receive wages and benefits for their job in line with the collective bargaining agreement.
 - f. Per government code 1126, Unit members agree not to accept or continue in any volunteerism, job, consulting work, or employment during the unit member's working hours as specified in the Collective Bargaining

Agreement. Such employment may be cause for a repayment of wages and disciplinary action.

- g. Unit members will not be expected to work outside their contractual agreement, with respect to work hours/days for their job assignment, however some modifications to scheduling may result in fewer hours actually worked.

3. Health and safety Guidelines

- a. The District shall adhere to the COVID guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Contra Costa County Public Health Department, as may be updated from time to time ("Guidelines"). The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.
- b. The District shall require the use of face coverings for all persons who enter district facilities, following the CDC March 19th update of having adults follow the social distancing standard of staying a minimum of 6 feet from others and students staying a minimum of 3 feet from other students. After June 15th, both sides to agree to follow the anticipated safety criteria update from the federal, state or county government. The district will provide-face coverings to every bargaining unit member that requires them. Should a job function require additional PPE, it shall be provided by the District.
- c. The District shall comply with the following hand washing logistical requirements:
 - i. Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered;
 - ii. Every room with a sink shall be stocked with soap or be provided with hand sanitizer.
 - iii. Hand sanitizer will be accessible in other high traffic areas on campus.
 - iv. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.
- d. The District shall ensure that all used classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures,

using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

- e. District will adhere to current state and county health guidelines regarding wellness checks and self-screening.
- f. Upon notification that an employee or student has been infected with COVID- 19, the District shall initiate contact tracing in conjunction with local health department officials. The district will follow the guidelines and notification procedures from Contra Costa County Health Department.
- g. Employees shall receive proper training related to COVID-19 and associated work duties during the workday
- h. When the district requires a particular kind of facial covering or protective equipment the district will provide the appropriate personal protective equipment (PPE) to accommodate this requirement.
- i. School and district offices will be prepared with protective plexiglass as it becomes available for public spaces in which physical distancing is not possible. In the interim, all offices will be reconfigured to align with county guidelines.
- j. Unit members shall follow strict safety protocols. All staff shall be required to wear a mask when in common areas or in the proximity of others. The district will make every effort to reduce potential COVID-19 exposure to keep bargaining unit members as safe as possible, including “pods” where applicable.
- k. Common areas such as lounges and staff break rooms where social distancing between tables or chairs is not maintained, shall not be utilized during this period to reduce the possibility of large groupings of individuals in one area.
- l. No bargaining unit member will be required to supervise the Health Rooms/Areas. Those Teamster members who volunteer to supervise students in the Health Rooms/Areas will be paid an additional 25% for the specific time that they supervise these students. Such time shall be submitted on a timesheet, in increments of 15 minutes, approved by their Principal and submitted to Payroll.

4. Equipment

- a. Members will receive training on platforms and equipment needed to perform the essential functions of their position.

5. Staffing

- a. Unit members who provide documentation of an underlying high-risk condition, or reside with someone with documentation of an underlying high-risk condition, must participate in the interactive accommodations process. If necessary, the district shall make reasonable accommodations in an effort to provide alternate work assignments without a loss of compensation or benefits.

- b. Extra hours may be made available and will be offered on a voluntary and seniority basis.
- c. New Staff Orientations: MDUSD will follow the terms of Teamsters 856 collective bargaining Agreement and may be held virtually, as possible. Human Resources will work collaboratively with Teamsters 856 on this matter.
- d. The following items will be communicated consistently and broadly by the District administration to every site administrator, and all employees:
 - i. COVID-19 Prevention Plans
 - ii. Food Service distribution and production sites
 - iii. Expectations of custodial staff
 - iv. Expectations of District Security
 - v. Instructions for accessing District provided translation services
 - vi. Directions on how to contact direct supervisor with any questions.
- e. No member will be required to assist or supervise in a classroom. In the event of an emergency where a member volunteers to work in a classroom or teaching space with students but without a teacher or administrator continuously physically present during instruction time (I.e. teacher is teaching via online programs and our member is in the physical room with students) – will be paid an additional 25% for the specific time that they supervise these students. Such time shall be submitted on a timesheet, in increments of 15 minutes, previously approved by their Principal and submitted to Payroll.

6. Leaves:

a. **CA SB 95**

The District will notify all bargaining unit members of the provisions of CA SB 95 and will comply with the law.

- b. Parties agree that current COVID-19 Prevention Response Plans will remain in effect. Should adjustments need to be made, parties agree to collaborate with all stakeholders.

7. If any Federal, State, or local agency, including the District, declares a quarantine all bargaining unit members receive full pay and benefits in accordance with Ed. Code 44964, without loss of sick leave, for so long as the quarantine continues, subject to further direction by law or further Executive Order of the Governor.

8. Above and Beyond Stipend

Recognizing that Teamsters 856 members have been on the frontline during the entire length of the pandemic, and have stepped up above and beyond their normal duties, the District agrees to pay a one-time payment of \$1500 to all Teamsters 856 bargaining unit. Members required to work at District facilities or sites who are in paid status on May 26, 2021, except those that are hourly (i.e. do not hold any FTE position), substitutes, active retirees and employees who are on full-year unpaid leave status for the 2020/2021 school year will not receive the stipend. This Stipend

portion of the MOU will become effective only upon ratification of the District's Governing Board and is non-precedential and does not establish a past practice. The District will make every effort to distribute checks by June 30.

9. Evaluations

- a. Evaluations for all probationary members on the evaluation cycle for 2020-2021 will take place in person or remotely.

10. Job Duties and Descriptions during the 2020-2021 school year:

- a. The District and Teamsters acknowledge that California Education Code §45101(a) and §88001(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions, Teamsters and the District acknowledge that some Teamsters bargaining unit positions may be asked to perform duties not currently contained within their current job description. Any changes proposed would be met through the meet and confer process.
- b. The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours and/or work year.
- c. Management will work collaboratively with Teamsters 856 to ensure that each member is working within their job classification. The District recognizes that the work of the bargaining unit shall not be assigned to district personnel outside of the unit. Should there be a need for a modification of any bargaining unit members' duties outside of their job classification, parties agree to meet and confer.
- d. Custodial
 - i. Open MDUSD School Facility using site standard procedure following any temporary adjustment implemented by Site Administrator/Principal.
 - ii. Open Restrooms identified as "in use".
 - iii. All high touch areas, including door handles, sink faucets, water stations, and light switches will be cleaned and disinfected throughout the day with manual application or with a Germ Buster sprayer.
 - iv. All occupied classrooms, learning spaces, support staff area, clerical center, and main offices will be cleaned and disinfected at least once a day, including with a Germ Buster sprayer. Floor surfaces will be vacuumed, swept and/or mopped per schedule.
 - v. All unoccupied spaces will be monitored and cleaned as necessary, at least once per week.
 - vi. All in-use restrooms will be cleaned and disinfected with added attention on restocking hand soap, paper towels and hand sanitizer at least once a day, including with the Germ Buster sprayer.

- vii. Added attention to cleaning and disinfecting will be given to all entry/exit paths and all common areas to include high touch surfaces such as light switches, door handles, faucets, counter spaces at least once a day.
 - viii. Any desk or conference tables that may be used for meetings, assessments, or in common areas will be cleaned and disinfected at least once a day.
 - ix. Check and restock hand sanitizer and other needed supplies in all common areas daily.
 - x. All trash will be emptied in occupied classrooms, learning spaces, support staff, clerical and main offices daily.
 - xi. Review campus for any safety concerns, graffiti and vandalism.
 - xii. Call in any needed repairs, work order request or emergency work orders.
 - xiii. Check and remove refuse from school grounds (garbage, leaves, etc.).
 - xiv. Check in with Site Administrator or Office Staff for immediate needs, deliveries, or other duties as assigned.
 - xv. Complete watering tasks, if needed.
 - xvi. Classes will be stocked with supplies to allow students to clean shared equipment. Any materials used by any student, or by different employees that cannot be disinfected shall be securely stored by the user and not handled for 72 hours prior to its next use. Any materials needing to be disinfected need to be laid out on a flat surface by the teacher or students in order to be disinfected by the room disinfecting foggers.
 - xvii. Recognizing the importance a Custodian's role is in safeguarding schools both now and in the future, the Union and the District agree to meet to review job descriptions and daily routes.
- e. Transportation
- i. Home to school transportation will be limited to only those students the District is legally required to transport.
 - ii. Families must screen their student for symptoms of COVID-19 prior to arriving at the bus stop. Students exhibiting symptoms must stay at home. The District will send out the "Reconnect Safely, Return Strong Protocols & Procedures" to each family, directing parents that they are to remain with their PTK-8th grade students until the bus arrives and their child has boarded.
 - iii. The driver and passengers will be required to wear face coverings at bus stops and on buses. Buses will have extra face coverings for students who lose or forget to bring their face coverings. Face coverings should be worn at all times.
 - iv. Students will load from the back of the bus to the front of the bus and disembark from the front of the bus to the back. Understanding some students may have special needs, the driver will make adjustments to accommodate preferred seating as practicable.

- v. Seats that need to remain vacant will be marked or taped off. The following are sample seating options, but may be modified to conform with the maximum capacity determined under public health orders in effect:
 - 1. Option 1: Seat one student to a bench on both sides of the bus, skipping every other row.
 - 2. Option 2: Seat one student to a bench, alternating rows on each side to create a zigzag pattern on the bus.
- vi. Mark or block seats that must be left vacant.
- vii. All drivers will be re-trained in proper disinfecting procedures.
- viii. Drivers have been directed to assure air flow for constant ventilation by means of A/C, windows or roof ventilation hatches to be opened.
- ix. School bus windows will be open to ensure maximum ventilation, unless doing so poses a safety or health risk for current or subsequent occupants.
- x. All high touch areas get cleaned and disinfected by the bus driver before, and after each run. Cleaning and disinfecting of buses will be added to route times by the scheduler (at a max of 5 minutes with a spray bottle) per school they deliver students to. Recognizing that there will be variables when cleaning and disinfecting buses, additional time will be allotted, as needed.
- xi. For the remainder of this school calendar year, bus routes will be determined by seniority.
- xii. Buses that have carried a confirmed Covid-19 case shall be downed until disinfecting occurs.
- f. Food Service
 - i. There will be no meal service at the sites. For the remainder of the school year no member's schedule will be changed without the member's consent. Current food curbside distribution and bus meal distribution will continue.
 - ii. All (17) seventeen After School Program (CARES) sites will have snacks served to students. If there is any impact on working conditions, this issue will be negotiated separately.
- g.. TIS and M&O bargaining unit members will continue to work in accordance with the CBA.

11. Other Provisions:

- a. Information and Further Negotiation: The District will share with Teamsters all new information it receives from local health authorities about COVID-19 epidemic. The District will inform Teamsters, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.
- b. Compliance with further governmental orders: The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they

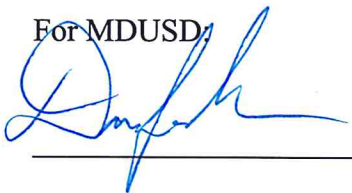
affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives.

- c. All components of the current Collective Bargaining Agreement between Teamsters and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
- d. This MOU resolves the negotiable effects of changes to working conditions due to the COVID-19 Pandemic. The District and/or Teamsters reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2020-21 school year.
- e. This MOU shall expire in full without precedent on June 30, 2021, unless extended or rescinded by mutual written agreement. Summer schedule will be negotiated separately for Food Services and Transportation members that are not year-round employees.
- f. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement.
- g. Both parties recognize that additional public health guidance may require future updates to this MOU and calendar. The parties agree to meet to negotiate any amendments or additions as soon as practical. Classified employees will continue to be paid their regular rates.
- h. No bargaining unit member shall be required to pay out of pocket for any training, materials, or professional development required by the District during the emergency school closure. All required training will be completed on paid status. Unit Members will be released from job duties to attend these trainings.

Signatures:

For MDUSD:

For Teamsters Local 856:



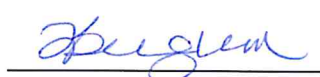
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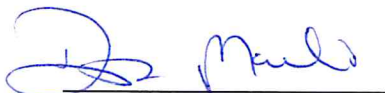
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Mary D. Colbeck 5/25/21

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