

Public Employees Union, Local One, Maintenance, Operations and Facilities proposes to continue, modify and/or amend the current contractual Agreement between the parties dated July 1, 2007 through June 30, 2010 in the following manner:

**These Articles need no change:**

ARTICLE 7, CALL BACK TIME  
ARTICLE 13, IMPROVEMENT OF HEALTH LEAVE  
ARTICLE 23, FAMILY CARE LEAVE  
ARTICLE 31, MEDICAL EXAMINATION  
ARTICLE 45, CUSTODIAL EXTRA WORK (GUIDELINES FOR)  
ARTICLE 46, LOW-LEVEL MAINTENANCE  
ARTICLE 48, APPLICATION  
ARTICLE 49, SAVINGS CLAUSE  
ARTICLE 51, EFFECT OF AGREEMENT  
APPENDIX C, INFORMAL CONFERENCE SUMMARY

**These Articles need only to be updated:**

ARTICLE 50, TERM  
To reflect the length of the Agreement.

APPENDIX A, SALARY SCHEDULE  
To reflect the negotiated salary schedule(s).

APPENDIX D, MEMORANDUM OF UNDERSTANDING  
To reflect mutual agreement(s) reached in any ongoing process(es).

**The Union proposes to modify and/or amend these Articles in the following manner:**

**ARTICLE 1, RECOGNITION**

- Add substitute Food Service employees to Unit recognition.

**ARTICLE 2, COVERAGE**

- Describe as in Article 1, Recognition, and update to include all current classifications.

**ARTICLE 3, ORGANIZATIONAL SECURITY**

- Establish a process to ensure the collection of dues/fees from each new hire.

**ARTICLE 4, GRIEVANCE PROCEDURE**

- Identify department/site level Managers, by position title, with the authority to adjudicate/resolve Step 2 Formal Grievances for all represented classifications.
- Establish default remedy to grievant when the District does not adhere to timelines and/or formally request a time extension.

**ARTICLE 5, HOURS OF WORK**

- Establish a thirty (30) minute paid meal period for all swing and night shift employees who work four and one-half (4.5) hours per day or more.
- Establish work hours year-round for Maintenance at 7:00 A.M. to 3:30 P.M.
- Define a holiday(s) that occurs during an alternate work schedule(s) as valued at the number of work hours for that particular work day.
- Add the established four day-ten hour (4/10) summer work hours for Mechanical Service Technicians and Mechanical Service Technician Shift Leadworkers.
- Establish alternate work day/work week schedules during all non-school periods for Maintenance and Technology and Information Services employees.

**ARTICLE 6, OVERTIME/SCHEDULED EXTRA WORK**

- Increase overtime compensation rate and meal/rest breaks for all work periods occurring on a paid holiday and/or any workday that exceeds twelve (12) consecutive hours.
- Add that overtime using non-District general fund and/or categorical monies may all be taken at the employee's option as compensatory time off (CTO).
- Add all excluded work groups to the extra work sections in this Article.
- Add that each employee required to remain at his/her work site after completing his/her normal work hours shall be compensated for a minimum of two (2) hours of pay, at the appropriate rate, and shall not be required to perform additional duties.

#### ARTICLE 8, CONTRACTING OUT

- Reaffirm the District definition and form used for an Independent Contractor versus an employee.
- Provide more detail/explanation in the terms and/or conditions necessary for the District to consider contracting out bargaining unit work.
- Provide a quarterly list to the Union of all independent contractors.

#### ARTICLE 9, VACATION

- Increase vacation leave earnings for all employees.
- Eliminate current restrictions for Custodial employees to take vacation leave.
- Add that vacation leave requests of five (5) consecutive days or less shall be approved by the District.
- Increase vacation accumulation/carryover amounts.
- Clarify vacation leave earnings, usage and payment as it applies to employees working less than 8 hours per day, 12 months per year.

#### ARTICLE 10, HOLIDAYS

- Include as paid holidays Cesar Chavez's Birthday, three (3) floating holidays, employee's birthday, Thanksgiving week, Christmas and New Years Eve and the day after Christmas and New Years.
- Add that Food Service employees who are required to work in helping set up a kitchen before the start of a regular school year shall be paid appropriately for the Labor Day holiday, irrespective of whether he/she was in a paid status on the day either preceding or succeeding the holiday.

#### ARTICLE 11, GENERAL TERMS RESPECTING LEAVES OF ABSENCE

- Add grand, great, great-great and former in-laws to the immediate family definitions and/or any parent whether biological or non-biological.

#### ARTICLE 12, BEREAVEMENT

- Increase all bereavement leave limits including the addition of travel outside the State of California.

#### ARTICLE 14, INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

- Increase the leave days with pay available to employees due to an industrial accident and/or illness.
- Provide alternate and/or modified work opportunity(ies) for employees when such is supported by medical authority using a jointly agreed to health standard.

#### ARTICLE 15, MATERNITY LEAVE

- Add male employee spouse/partner to the leave of absence terms of coverage and rename Maternity/Paternity Leave.

#### ARTICLE 16, MILITARY LEAVE

- Provide for total compensation to an employee who is called to active duty by a governmental agency for the duration of his/her assignment, i.e. the difference between his/her military salary/benefits and his/her District salary/benefits.

#### ARTICLE 17, NEW PARENT LEAVE

- Increase the adoption age for a child to five (5) years of age.

#### ARTICLE 18, OFFICIAL APPEARANCE AND JURY LEAVE

- Provide standby jury leave for employees residing outside the immediate area.

#### ARTICLE 19, ORGANIZATIONAL LEAVE

- Increase the number of days available for organizational leave. District shall pay for the cost of a substitute, if needed.

#### ARTICLE 20, PERSONAL NECESSITY LEAVE

- Increase the number of personal necessity days available per fiscal year. District shall not ask nor require that an employee give a reason for his/her use of personal business leave.

#### ARTICLE 21, RELIGIOUS OBSERVANCE

- Increase the number of unpaid days in which an employee may observe the religion of his/her faith.

#### ARTICLE 22, SICK LEAVE

- Add language to enable an employee to use his/her accrued sick leave to take care of a member of his/her immediate family.
- Increase sick leave earnings for all employees.
- Establish a sick leave bank for contributions by active and/or retiring employees.
- Add an LSDI program as provided for by the Employment Development Department (EDD).
- Establish an incentive plan for minimal sick leave usage by an employee during any fiscal year.
- Provide an employee with his/her choice in using his/her vacation and/or compensatory time in lieu of difference pay when on extended sick leave.
- Redefine catastrophic illness or injury to include sick leave donation for any and all significant life changing circumstances.
- Add language to include that any required sick leave verification be given to an employee prior to his/her actual return to work.
- Add that written medical verification given an employee shall not exceed more than three (3) consecutive months from the actual date of the written notice.

#### ARTICLE 24, SALARY ADMINISTRATION

- Include complete fiscal and personal information on employee pay stubs.
- Correct payroll errors within two (2) working days and establish that all employee repayment due to a District error(s) is limited to the three (3) month calendar period that precedes the discovery of that error(s).
- Add that the District is solely responsible for all financial penalties suffered by an employee through any direct deposit error(s) caused by the District.
- Increase the longevity percentage pay for all employees.
- Add certificate and/or license differential when required by any outside agency.
- Expand definition and coverage for hazard pay entitlement.
- Add language that any employee assigned to work in an environment where the ambient inside temperature exceeds 90 degrees Fahrenheit for more than thirty (30) consecutive minutes during his/her work shift on any given day shall receive a ten (10) percent salary differential for his/her entire work period that day.
- Add that when a substitute employee had not been provided to replace an absent employee, his/her regular duties shall be deferred to the other employees within that particular work group as extra work. If the work of the absent employee is such that it is time sensitive and/or critical and cannot be deferred as extra work, that particular work group shall be paid matching stipends equal to the absent employees normal daily wage. The payment of these stipends shall not subject an absent employee to difference pay as if a substitute was provided.
- Remove if possible from the assignment out of class description.

#### ARTICLE 25, SALARY

- Provide a fair and equitable salary package for all employees.

#### ARTICLE 26, EMPLOYEE BENEFITS

- Provide a fair and equitable benefit package for all eligible employees.
- Prorate benefits for part-time employees relative to their work assignments.
- Include spousal health insurance reimbursement for employees fifty-five (55) years of age or older retiring under the Public Employment Retirement System (CalPERS).
- Increase the payment for compensation in lieu of medical coverage.
- Provide paid life and State Disability Insurance for each employee.

#### ARTICLE 27, MILEAGE

- Proactively audit, monitor and compensate all employee use of personal vehicles used to conduct District business and/or activity.

#### ARTICLE 28, TOOLS AND EQUIPMENT

- Memorialize a mutually agreed to tool list for Equipment Mechanics.
- Provide an annual tool allowance to each Mechanical Service Technician, Mechanical Service Technician Shift Leadworker and each Equipment Mechanic for supplying their own tools.
- Provide an adequate District vehicle to all employees who are centrally assigned and would thereby normally travel on a daily basis to more than one (1) site on an ongoing basis.
- Provide adequate tools and/or equipment to each employee relative to the requirements of their job classification.

#### ARTICLE 29, PROPERTY DAMAGE

- Provide reimbursement to all employees whose personal vehicles are vandalized while parked and locked at a District site during their working hours.
- Increase employee reimbursement levels for personal property losses.

#### ARTICLE 30, APPRENTICESHIP PROGRAM

- Expand the current program beyond the trade classifications to include promotional opportunities for on-the-job (OTJ) training and/or internships for member employees.

#### ARTICLE 32, DISCIPLINE

- Develop language in regard to potential discipline as it relates to an employee's use and/or misuse of District technology.
- Reduce the number of suspension days subject to a formal hearing and add that involuntary reassignment/transfer is subject to arbitration.

#### ARTICLE 33, RELEASE OF NONPERMANENT EMPLOYEES

- Add for cause as a condition of employee release.

#### ARTICLE 34, EVALUATION

- Review the evaluation process as it relates to the roles of the District rater and/or the reviewer.
- Establish default criteria around the failure of a District Supervisor/Manager to complete an employee evaluation within the required time period(s).
- Add commendable specific and general rating areas to the evaluation form.

#### ARTICLE 35, LAYOFF

- Develop rehire criteria for laid off part-time versus full-time employees.
- Maintain continuation of District paid benefits to laid off employees for a specified time period.

#### ARTICLE 36, PERSONNEL FILES

- Monitor the accessibility and/or confidentiality of electronic and/or hard copy employee files in accordance with statutory requirements and/or good business practice.
- Provide an assured process for the sealing of material placed in an electronic personnel file.

#### ARTICLE 37, PROMOTIONS

- Maintain the validity of an oral interview list(s) for a period of ninety (90) calendar days following the passage by the qualified candidate. Include corresponding language that he/she shall not be required to re-interview for the same classification but shall have his/her name placed, by seniority, on other promotional opportunities that occur during this period.
- Provide that when there are three (3) or more qualified candidates participating in an oral interview, the District must accept one of the candidates.
- Provide that unsuccessful candidates shall be allowed to review their own written test results.
- Extend the voluntary return of a successful candidate to his/her previous position to a period greater than the current ten (10) work days after beginning the new position.
- Increase the written and performance test validation to twenty-four (24) months for a future promotion opportunity within the same classification.
- Review definitions throughout this Article for mutual clarification.

#### ARTICLE 38, REASSIGNMENT

- Define equalization of work for an employee(s) when his/her work schedule and/or territory is changed and/or otherwise modified.

#### ARTICLE 39, RECLASSIFICATION

- Develop mutually acceptable criteria for employee reclassification.

#### ARTICLE 40, SAFETY

- Develop employee safety plan for all equipment attrition/replacement.
- Provide periodic first-aid and/or CPR training for employees on a voluntary basis.
- Develop language to address adverse conditions within and/or as part of an employee's work environment.
- Reduce the immediate supervisor's response time for remedying/responding to safety concerns from five (5) days to two (2) days from the time same is reported to him/her.

#### ARTICLE 41, TRANSFER

- Provide modified/bridge work options/opportunities for employees who are medically unable to work at their regular duties due to either on or off the job injuries and/or illnesses.
- Provide a written copy in advance to the employee and the Union, subject to the grievance procedure, when an employee is subject to and/or being considered for administrative transfer by the District.
- Reaffirm vacant position(s) posting/distribution and the District job line.

#### ARTICLE 42, FOOD SERVICE

- Establish a joint Food Service subcommittee to address language in this Article.
- Implement employee/member stipends relative to their manager's designation.

#### ARTICLE 43, TRANSPORTATION

- Establish a joint Transportation subcommittee to address language in this Article.

#### ARTICLE 44, SUBSTITUTE CUSTODIAN AND SCHOOL BUS DRIVER

- Include Food Service substitutes in unit coverage. Define and reconfirm outside applicant language.

#### ARTICLE 47, VOLUNTEERS

- Redefine philosophy, continuation, scale and approval of projects performed by volunteers.
- Eliminate the use of contractor volunteers excepting for a verifiable and legitimate business/company type charitable sponsored event.
- Develop written protocol to address the responsible and corrective action(s) taken by the District for unapproved volunteer work which was unknown to the District.
- Develop language that affirms that no volunteer work of any type shall be approved by the District that would or could involve any level of student or employee information.

#### APPENDIX B, CLASSIFIED PERSONNEL PERFORMANCE EVALUATION INSTRUCTIONS, PERFORMANCE IMPROVEMENT PLAN

See Article 34, Evaluation



**New Articles and/or language to be added to the current contractual Agreement.**

1. Assign a minimum of two (2) custodians to each work site during non-school periods to assure custodial safety during the heavier cleaning periods.
2. Include mutually acceptable language to implement a professional growth program and career development.
3. Establish a joint Technology and Information Services committee to address language needed in this department.
4. Include as part of the successor Agreement language relative to employee(s) absence(s) due to the H1N1 swine flu pandemic.
5. Convert/redirect part-time and substitute employees from PARS to Social Security inclusion.
6. Develop and sustain an ongoing intruder awareness/alert program for all employees.

In submitting this proposal to the District for a successor Agreement, the Union reserves the right to correct errors and/or omissions in content that are subject to practice and/or other explanation. It is the intent of the Union to secure a fair and equitable conclusion through a cooperative effort and spirit between the parties at the bargaining table.