

Tentative Agreement between Mount Diablo School District and Teamsters Local 856

12-1-16 at 3:15pm

Article 25 Salary:

The District proposes the following relative to salary:

T/A 11/30/2016 JRE

2016/2017:

- Effective July 1, 2016, a 5% ongoing salary increase to the salary schedule.
- An additional 1% applied to the salary schedule effective 7/1/16 as a compensation package "parity/equalization adjustment".
- 1% off-schedule salary bonus for the 2016-2017 fiscal year; and
- Effective July 1, 2017, a 3% ongoing salary increase to the salary schedule.

Article 24 Salary Administration:

T/A 11/30/2016 JRE

Increase longevity percentage to 3.5% at all levels and increase increment frequency from every 5 years to every 4 years.

Article 26 Benefits:

T/A 12/1/2016 JRE

2017-2019 Benefit Years: Commencing with the 2017 benefit year, the District will contribute toward the cost of health insurance for each eligible full time unit member up to a maximum of 80% of the Kaiser CalPERS rate for the tier of coverage (i.e. single, two party or family coverage) selected by such unit member. Each benefit year thereafter, the District will adjust the annual maximum contribution to 80% of the Kaiser CalPERS rates applicable to such benefit year at each tier of coverage provided that the increase, if any, in such rates does not exceed 4% of the rates in effect for the previous year. Should the increase in the rates exceed the rates in effect for the previous year by more than 4%, the District will adjust its contribution by 4% and the amounts above 4% will be paid by the unit member. In the event the Kaiser CalPERS rates exceed the rates that were in effect during the previous year by more than 4%, the District contribution could be less than 80% of the Kaiser CalPERS rates effective for a particular benefit year. In the event that the increase in such rates exceed 4% in a particular benefit year, the Association shall have the right to re-open this Article. All premium costs that exceed the annual maximum contribution shall be paid by unit members through individual monthly payroll deductions.

- **Effective July 1, 2016** medical in lieu will be paid at highest rate paid for all District bargaining units moving forward.
- **Effective July 1, 2016:** Unit members who work 4 hours per day or 20 hours per week, or more, shall be eligible for non-prorated health benefits.

The parties agree that if the District and other recognized exclusive representatives and unrepresented groups subsequently negotiate a total compensation increase in excess of what Teamsters is receiving under this contract, then Teamsters shall receive a similar increase. Compensation is defined as salary, benefits, cash in lieu of benefits, and days of work. This "me too" agreement shall be considered a part of the agreement for the 2016-2018 contract term only.

F. Retirees - New Section D

Medical and Dental Benefits for Member:

Effective July 1, 2016 the District will reimburse for medical benefits (Calpers Kaiser Rate) for the employee and will pay the cost of dental insurance for a maximum of ten (10) years or until the retiree reaches the age of sixty-five (65). In order to be eligible for retiree medical and dental benefits, the employee must have worked for the District for at least five (5) years prior to retirement. The employee must complete the appropriate applications in the office of General Council at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement.

Article 4

Q. Shop Stewards

1. Teamsters may designate from the following divisions for the purpose of processing grievances, Twenty (20) Chief Shop Stewards: Custodial, Food Service, Landscape, Maintenance, Technology and Information Services, Transportation, Warehouse and Mechanics. The total maximum of hours the Shop Stewards may be released shall remain at fifty-six (56) hours per month

Strike out all references to the word "Chief" from paragraph Q.

Article 10 VACATION

Replace February Lincoln's Birthday holiday with --March 31st (Cesar Chavez Day) as a holiday.

Change language to update Washinton's Day to Presidents' Day (per school calendars since 2012)

ARTICLE 11 LEAVES

Maintain status quo

T/A 11/30/2016 GWO

ARTICLE 18 JURY LEAVE

T/A 11/30/2016 JRE

Modify to require unit member's two-week's advance notice of jury service provided the Court gives timely notice to the employee.

ARTICLE 22 Sick Leave

T/A 11/30/16 JRE

Maintain status quo

ARTICLE 28 Tools and Equipment

The transportation committee is reviewing this issue.

ARTICLE 34 Evaluation

T/A 11/30/2016 JRE

Change paragraph B (Frequency of Evaluation) as follows:

2. Permanent employees shall be evaluated once each calendar year for the first two (2) years in a classification and every other calendar year thereafter.

3. Evaluations shall be completed by April 30th of the year following the calendar year for which the employee is being evaluated, and shall be based only on the employee's job performance which occurred during the evaluation. "Rating period" is defined as the prior one or two calendar year(s). This shall not preclude the evaluator from referring to a previous evaluation, e.g., to note a continuing pattern of job performance issues as documented on the previous evaluations(s).

ARTICLE 37 PROMOTION

T/A 11/30/16 JRE

District withdraws its proposal.

ARTICLE 39 RECLASSIFICATION

T/A 11/21/16 JRE

Maintain status quo.

ARTICLE 42 FOOD SERVICE

Maintain practice of Teamsters standing EER meeting with HR and discuss department issues as appropriate.

ARTICLE 43 TRANSPORTATION

T/A 11/30/2016 JRE

Referred to Transportation Sub Committee.

ARTICLE 44 SUBSTITUTES

This shall be a pilot program for the 2016-2018 contract. Should the program not be successful, the employee will have the option to go back to their original position without the loss of seniority.

Five substitute II positions will be converted to Travelling Custodian positions, after Board Approval of Teamster contract and after creation and approval of job description, and will be guaranteed 40 hours of work per week for the full 260 calendar year. Monthly salary will be based on the Custodian PM rate. If there are no custodial tasks to be completed, these substitutes may be asked to work on other improvement and moving projects. These positions will be filled through the established application process.

Eliminate the delineation between Substitute I & IIs and have one pool of substitute custodians.

Any substitute who takes a permanent position will be granted their original substitute seniority date as long as they worked 75% of each 194 day substitute work year they worked as a substitute. (Ex: Substitute work 75% year one and 50% year then hired year three in permanent position = 1 year seniority when hired)

ARTICLE 47 VOLUNTEERS

See TA dated on 6/24/16

ARTICLE 50 TERM

A. Duration



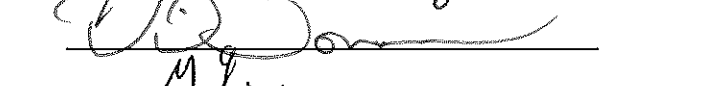
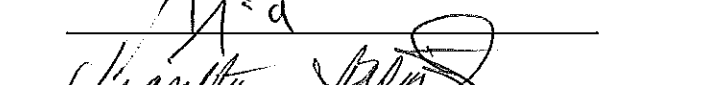
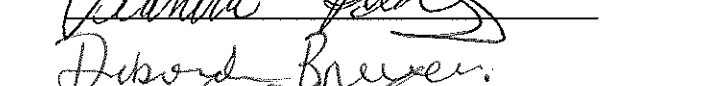
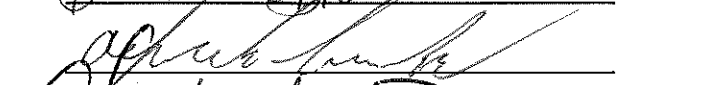
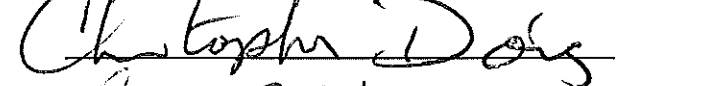
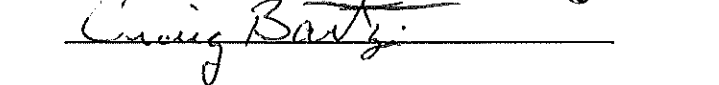
The successor agreement will be in effective from July 1, 2016 through and including June 30, 2018.


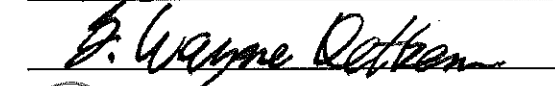
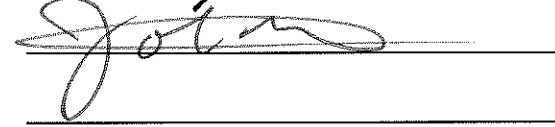
B. Successor Agreement

Proposals for a Successor Agreement shall be presented no later than October 30, 2017. Every attempt will be made to meet as soon after October 30, 2017 as is feasible.

For the Union:

For the District:

Date 12/1/2016

Date: