

Successor Negotiations - District Proposal

**Teamsters, Local 150
and
the Sacramento City Unified School District
August 23, 2022**

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 proposal 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

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

~~may deduct dues from the member's pay and make appropriate~~

unit

5.3 MAINTENANCE OF MEMBERSHIP

[REDACTED]

5.5 GENERAL DUTIES

5.5.1

... District agrees promptly

... the Union accompanied by an alphabetical list of unit

[REDACTED]

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

these agency actions, or the District's interpretation of this Agreement or and their

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 6 – COMPENSATION

The District proposes the following changes to this Article.

6 SALARIES



studied;

survey;

~~1. 2007-2008 The salary schedules and related stipends will increase by 1.5 % effective June 1, 2008.~~

6.1.2 --Should any othe

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

[REDACTED]

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

[REDACTED]

ARTICLE 7. FIRE

The District proposes the following changes to this Article.

7.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] coverage and make recommendations regarding feasibility and cost efficiency. Special emphasis shall be given to the future plan design of [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

~~District and Teamsters shall reopen negotiations regarding health insurance~~

7.1.1.4 Effective 2018-2019 school year , 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 .

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.

~~7.1.3 DENTAL CARE~~

[REDACTED]

~~employee's continued employment; provided, however, that the District shall give~~

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

the Union at least thirty (30) days notice before said change or cancellation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

~~The formula for the annual coverage rebate shall be as follows:~~

[REDACTED]

Risk Program

and District will have further authority up to the

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

7.9.5

Eligible employees who retire with five (5) or more and less than ten (10) years of

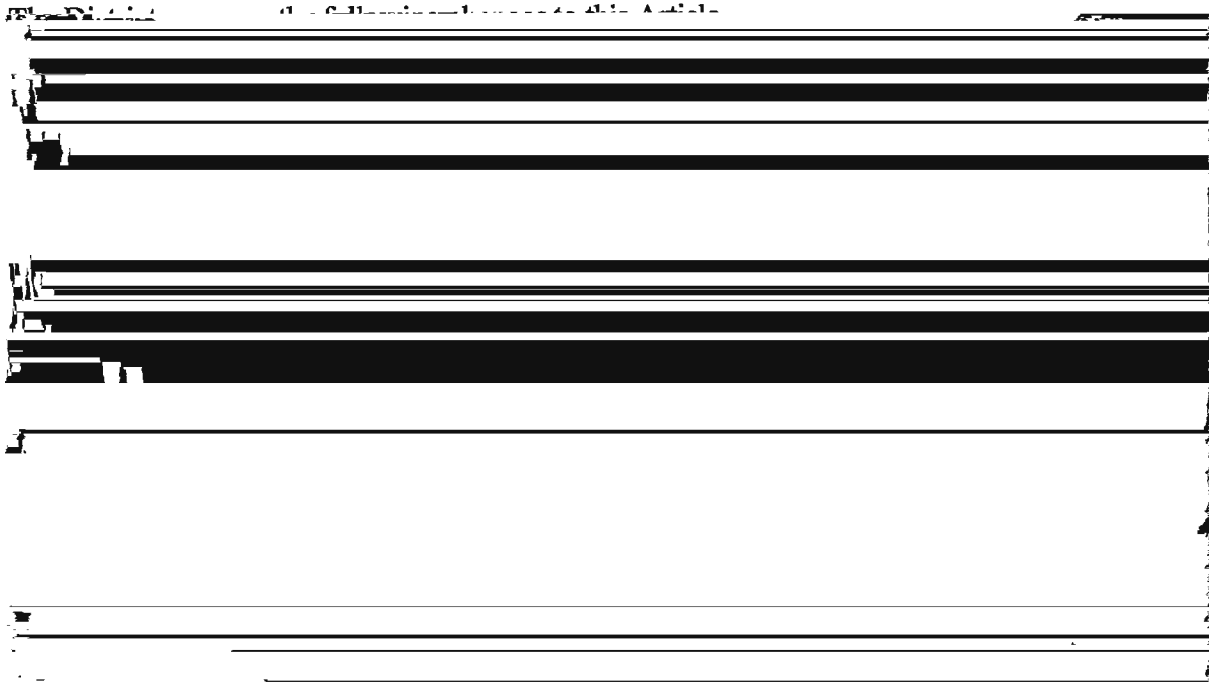
[REDACTED]

PERS credited service immediately prior to retirement and receiving a PERS

[REDACTED]

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



11.1 VACATION ALLOWANCE

Vacation Rate

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

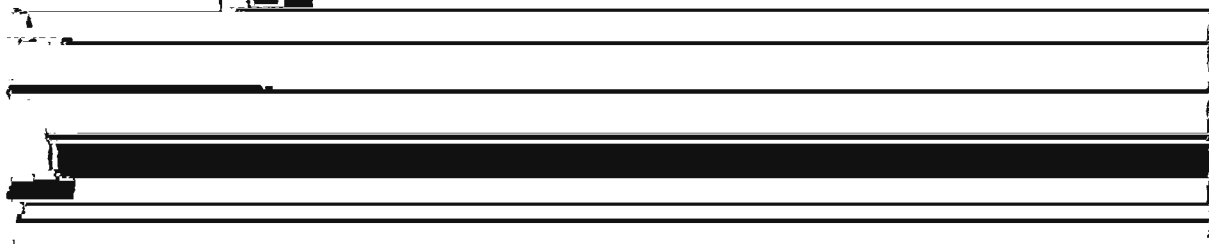
11.1. After the completion of not less than six (6) months of service, employees shall be entitled to use earned vacation.

11.2. PAY FOR EARNED VACATION

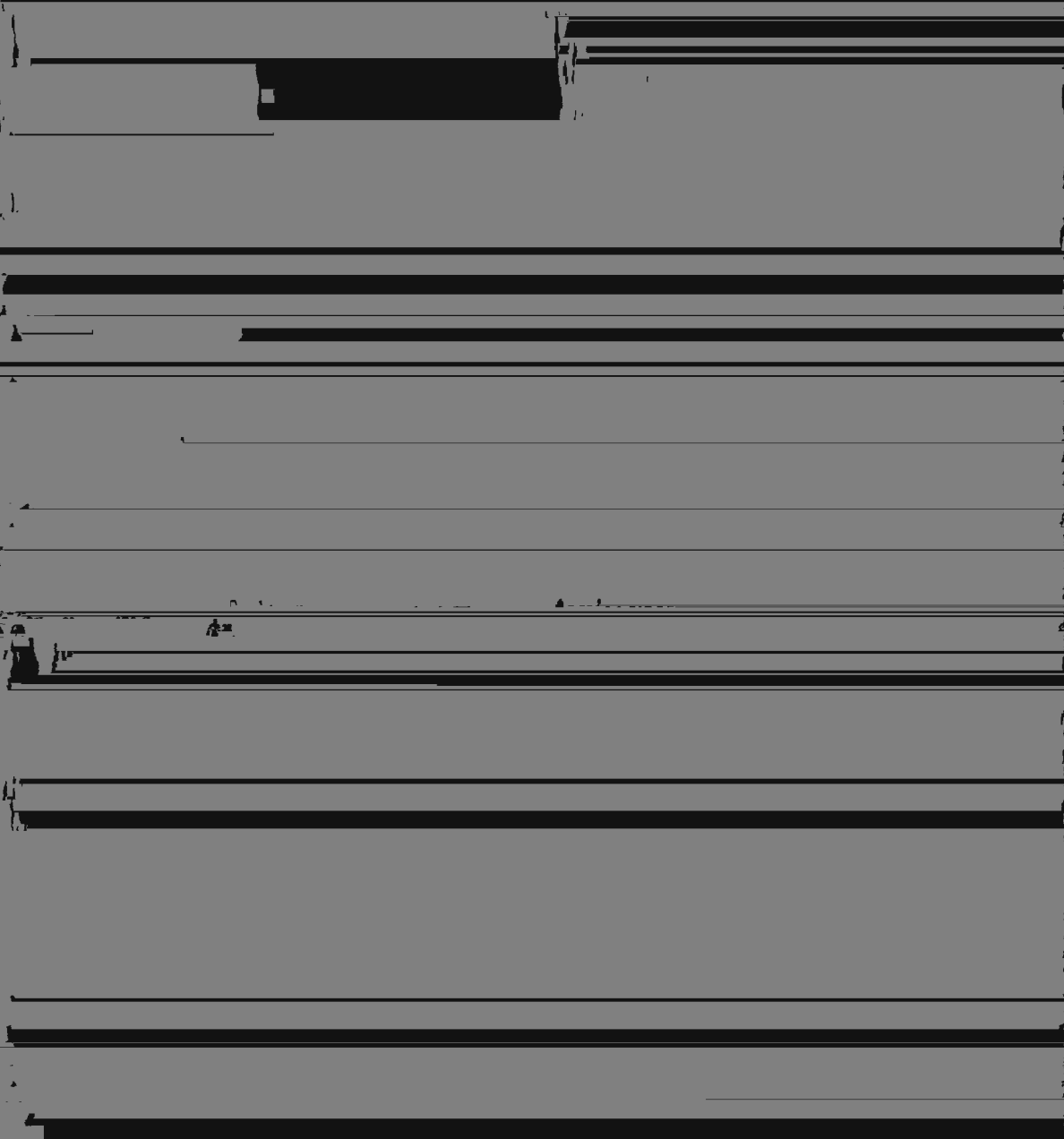
11.2.1 Employees earn vacation pay at the range and step of straight time pay for the position to which the employee is regularly assigned at the time the vacation is commenced, including shift differential, professional growth credits, and longevity steps.

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



11.4.2 No vacation shall be granted prior to the time it is earned, except that the unit administrator



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 of each year.

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.

IONS

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

[REDACTED]

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

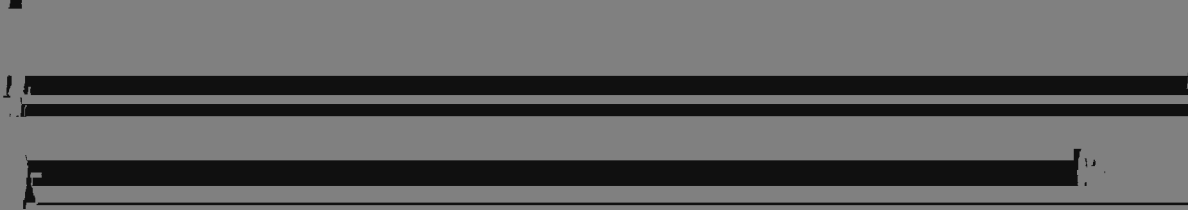
14.3.2.1 An employee whose social security ends in an even number shall be evaluated in even years.



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).

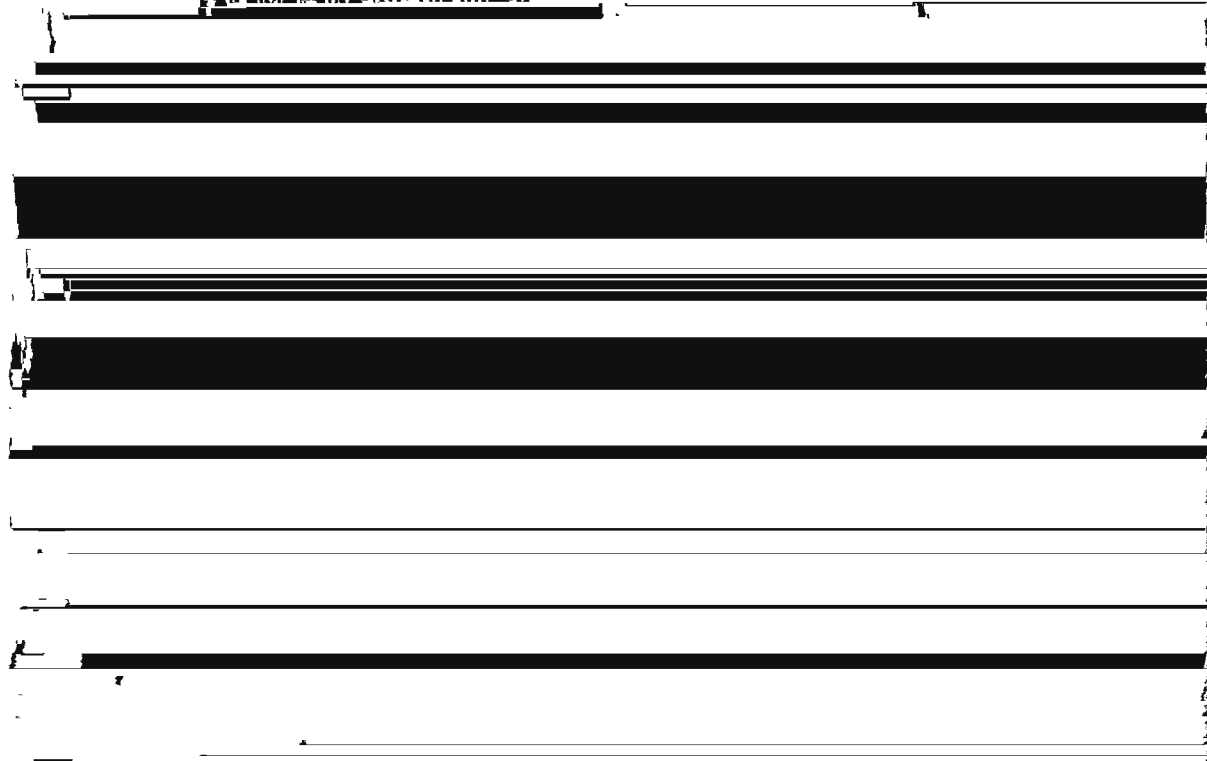
14.3.2.4 Each permanent employee shall be afforded a pre evaluation conference no later



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**

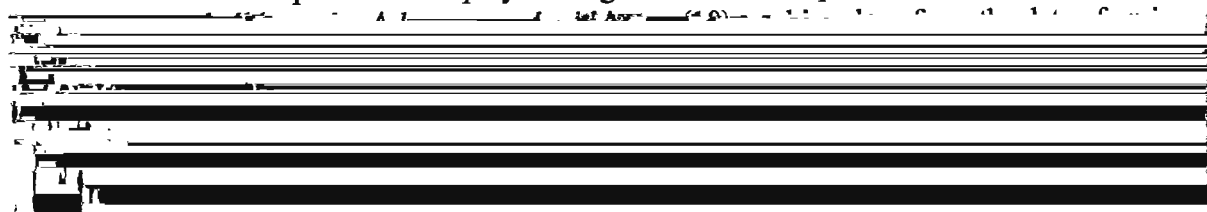
The responsibility for correcting deficiencies is a mutual responsibility between the



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



ARTICLE 17 PROFESSIONAL GROWTH

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

[REDACTED]

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

[REDACTED]

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 employer's evaluation of its worth. Credit cannot be authorized for



17.5.2 General Education Courses

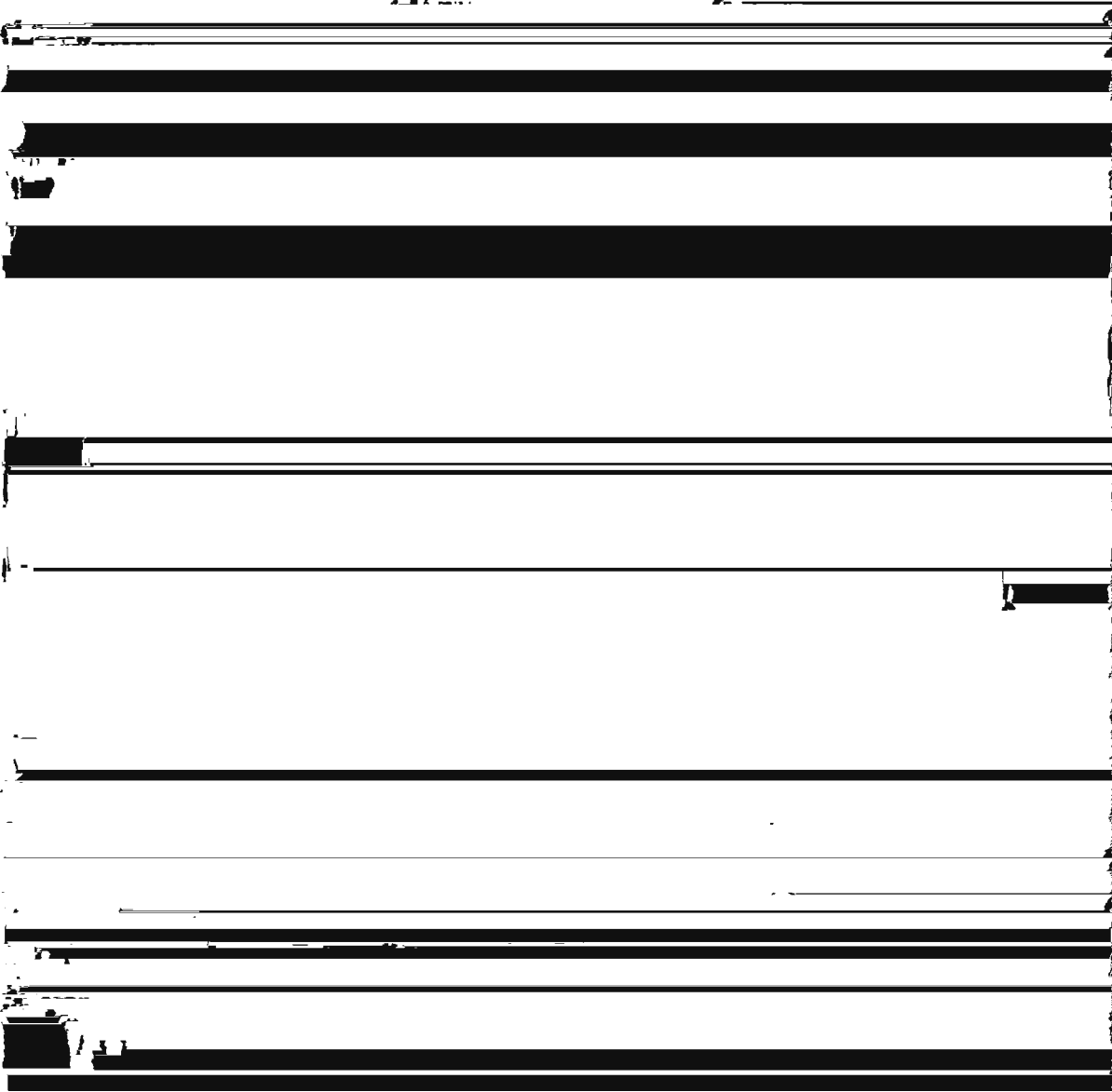
Up to twenty-five percent (25%) of the professional growth credits (12 units) may be "general education" units which shall be certified as appropriate by the Associate Superintendent, Human Resource Services or designee. Courses which are a vocational, hobby type, or are taken for personal pleasure or 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



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~~

served in the District, the employee

~~shall be eligible for promotion to the next higher grade within (6) months of the date of the employee's return to the District. "Steplining" of~~
[REDACTED]

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 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 commute the completion

District and Union Rights

The District retains and is vested with the sole and exclusive right to

[REDACTED]

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

[REDACTED]

layoff of an employee.

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

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

ARTICLE 23 – DURATION

The District proposes the following changes to this Article

[REDACTED]

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

[REDACTED]

23.2 DURATION

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

23.3 REOPENING

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

8-23-22

08-23-22

8-23-2

23/22