

T/S 12/20/17

**Teamsters Classified Supervisors (TCS) Negotiations with Sacramento Unified School District**

**District Proposal #4**

**Date: 12/20/17**

**Article 6 - Compensation**

*M. Williams*  
*Paul [unclear] 12/20/17*

*S*  
*CM*  
*Rosa*  
*Peranto*

For the 2019-2020 school year, the Teamsters Classified Supervisors (TCS) salary schedule(s) will increase by 2.0% effective July 1, 2019.

**Article 7 - Fringe Benefits**

The Parties agree to revise Section 7.1.1 (b) to read as follows:

- b. Effective immediately, after ratification and Board approval, the District's contribution toward the cost of unit members' health benefits shall be increased from 75% to 100% of the cost of the Kaiser HMO Employee Only Plan. In addition, the District will contribute 100% of the Employee +1 of the Kaiser HMO Plan dollar amount towards any plan chosen. The Unit members must be enrolled in one of the District's health plans offered by the District to receive this contribution.

**New Section**

Effective 2018-2019 school year, after ratification and Board approval of the tentative agreement, all Teamsters Classified Supervisors (TCS) unit members will contribute one third of one percent (1/3) of base salary to retirement benefits.

**Article 11 - Vacations**

The Parties agree to revise Section 11.4.4 (c) and add Section 11.4.4 (d) to read as follows:

- c. Earned vacation is to be taken within twelve (12) months following earning except that a maximum of five (5) days may be accumulated and carried over to the next fiscal year.
- d. All earned vacation hours accrued beyond the five (5) days shall be cashed out by July 30<sup>th</sup> of each year.

The current accumulated vacation in excess of five (5) days will be cashed out within 60 days of Board approval or must be used by June 30, 2018.

T/A

12/15/17

**District's Interest for Bargaining  
November 29, 2017**

CM

Since the merging of Classified Supervisors Association (CSA) and Teamsters, Local 150, there are two (2) positions that currently supervise one another:

Ted GMM  
C

CSA Positions:

- 1) Operations Supervisor I (vacant in December 2017)
- 2) District Facility Operations Specialist

The District's need and the scope of work within the job descriptions will require the work to fall into Unrepresented Classified Management and the job description will be updated as such.

M W Daurio  
Paul B...

Bethena Jopp

T/A 12/20/17

TEAMSTERS PROPOSAL 12-20-17 TO SCUSD FOR TEAMSTERS CLASSIFIED SUPERVISORS

Update Expiration Date of Collective Bargaining Agreement (CBA) to reflect new 3 year agreement opening date, with openers on 2<sup>nd</sup> and 3<sup>rd</sup> year of contract for wages, benefits and up to 2 additional articles. The contract will be effective July 1, 2017 thru June 30, 2020.

Update CBA to reflect all tentative agreements reached but not put into the entire contract as an update prior to CSA becoming the Teamsters Classified Supervisors as well as all tentative agreements reached with Teamsters Classified Supervisors Local 150 during the current bargaining.

Update Classified Supervisors Association wherever it appears in the CBA or Tentative Agreements with Teamsters Classified Supervisors or Teamsters Classified Supervisors Local 150 as applicable.

Update grammatical errors if discovered.

M W Davis

Rosa Perena

12/20/17

Paul B...

12/20/17

6

CM

T/S 12/20/17  
M. L. Danin

Paul Bobb  
12-20-17

Bettina Japp  
12-20-17

CW

Lisa Pereno 12-20-17

12/20/17

**Teamsters Classified Supervisors Negotiations with Sacramento Unified School District**

**District Proposal #1**

**Date: 12/15/17**

G  
12/20/17  
9:06 AM

**New Article**

**New Employee Orientation Meetings**

- (a) "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by Teamsters Classified Supervisors. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the Teamsters Classified Supervisors unit.
- (b) The District agrees that each newly hired employee shall participate in a mandatory new employee orientation, as small as one individual, prior to or within the first fifteen (15) work days from date of hire.
- (c) Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union.
- (d) If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, a make-up orientation shall be scheduled with a mandatory session, conducted by the Union. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The District shall provide notice referenced in 3.5.1.15.
- (e) Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.
- (f) The new employee orientation session shall be held at the District Office.

**Release Time**

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement.

**Neutrality**

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

**Facility and Resource Access**

The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meeting with newly hired employees.

**Employee Information**

The District shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within ten (10) calendar days of the date of hire.

**Notice of Newly Hired Employee(s)**

The District shall provide the Union with at least ten (10) days' notice of any new employee orientation meeting and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the new employee orientation meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of newly hired employees. Additionally, the District shall provide this information to the Union for all bargaining unit employees at least every 120 days or when requested.

T/A 12/20/17

M. W. Davis

CM Lisa Perent

11:56

Paul B...  
12/20/17

ARTICLE 5 - ~~ASSOCIATION~~UNION SECURITY

5.1 DUES AUTHORIZATION

Any unit member who is a member of the ~~Association~~Union or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of ~~Association~~Union dues.

5.2 DUES DEDUCTION

Upon appropriate written authorization from the member of the unit, the District shall deduct from the salary of any member of the unit and make appropriate remittance for dues, annuities, credit union, or any other plans or programs jointly approved by the ~~Association~~Union and the Board.

5.3 MAINTENANCE OF MEMBERSHIP

~~The Association and the District agree that any unit member who is a member of the Association, or who enrolls during the term of this Agreement, shall maintain such membership from year to year unless revoked in writing between July 1 and July 31 of the year in which the Agreement terminates. The Union and the District agree that any current member of the bargaining unit who is a member of the Union or who enrolls during the term of this Agreement shall maintain such membership from year to year unless revoked in writing between July 1 and July 31 of the year in which the Agreement terminates.~~

5.4 AGENCY FEE ELECTION

~~During the term of this Agreement, the Association may request, based upon certification of majority membership status in the bargaining unit as defined in Article 1 of this Agreement, that an agency fee election be conducted of those bargaining unit members. Such election shall: (a) be conducted by the Public Employment Relations Board (PERB) in accordance with PERB's rules, and (b) be a secret ballot vote, and (c) the District shall bear no costs in such an election.~~

~~5.4.1 Should the result of the election be to reject agency fees, Sections 5.4 and 5.5 shall not survive the expiration of the Agreement. Should the result of the election be to support the institution of agency fees, then the following provisions shall govern the administration and collection of agency fees:~~

~~Effective the date this contract is executed, each new and rehired employee hired to this bargaining unit on or after December 15, 2017 with the District shall be required to either:~~

- ~~a) Be a member of the Union, or~~
- ~~b) Satisfy the agency fee financial obligation as set as in 5.4.2 below~~
- ~~c) Qualify for religious exemption as set forth in 5.4.3 below~~

~~5.4.2 Unless the employee has:~~

- ~~a) Voluntarily submitted to the District an effective dues deduction request~~
- ~~b) Individually made direct financial arrangements satisfactory to the Union as evidenced by notice of same by the Union to the District~~
- ~~c) Qualified for religious exemption as set forth in Section 5.4.3 below within ten (10) working days following the first day of assigned work, the District shall process a~~

mandatory agency fee deduction in the appropriate amount. The amount of the agency fee shall be determined by the Union subject to applicable law.

5.4.3 Any employee who is a member of a religious body whose traditional tenants or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union except that such member shall pay, in lieu of the agency fee, an amount equal to the agency fee to a non-religious, non-labor charitable organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code.

5.4.4 Individuals selecting either direct financial arrangements with the Union or claiming a religious exemption shall make such payments within 30 days following the first date of employment. Subsequent years such payments or proof of payments shall be made by September 30 of each year.

5.4.5 Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group or religious body whose traditional tenants, teaching or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall be made on an annual basis to the exception from the provisions of 5.3.2 above. Proof of payment shall be in the form of receipts, canceled checks or payroll records indicating the amount paid, date of payment and to whom payment of the in-lieu-of-service fee has been paid.

5.4.6 The Union will notify the District of employees who qualify for religious exemption.

## 5.5 AGENCY FEES

During the term of this agreement, the Union may request that an agency fee election be conducted of the bargaining unit members to determine if those members hired prior to December 15, 2017, and who do not belong to the Union be required to meet the requirements of Sections 5.2 and 5.4 above. The Union shall provide the District and unit members at least 30 days notice of intent to call an election. Such an election shall be conducted by PERB or other mutually acceptable agency and the District shall bear no costs in such election. Any unit member who is not a member of the Association or who does not make an application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements. It shall be the sole responsibility of the Association to ensure that such fee is legally determined and legally appropriate. The fee shall be payable to the Association Union in one (1) lump sum cash payment within thirty (30) days from the date of commencement of duties within the bargaining unit, or within thirty (30) days from the operative date of this section. In the event that a unit member does not pay such fee directly to the Association Union or qualify as an objector exempt from the fee, the Association Union shall so inform the District in writing certifying these facts and the correct amount of the fee owed. The District shall begin automatic

Formatted: Font: 12 pt

~~payroll deductions as provided in Education Code section 45168 subject to other legal constraints and under the procedures set forth in this Article.~~

Only one such election shall be conducted during the term of this agreement; should the result of the election be to reject agency fees the remaining provisions of this article shall remain in effect.

~~5.5.1 Any unit member who is a member of an organization, group, or religious body whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association/Union except that such member shall pay, in lieu of an agency fee, sums equal to such agency fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before the date required for a lump sum payment of agency fees in each school year. 5.5.2 Proof of payment of the charitable funds and a written statement of objections along with verifiable evidence of membership in an organization, group, or religious body, whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations pursuant to Section 5.5.1 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Section~~

~~5.5. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.~~

~~5.5.3 The District shall notify the Association when a unit member has complied with the filing requirements required by Section 5.5.2 as an exemption to the agency fee provisions. Such notice shall constitute the District's sole obligation with respect to unit members claiming an exemption. Thereafter, the Association may challenge the claimed exemption through pursuit of a small claims court action, or by initiating other legal action including use of the arbitration procedure contained in this Agreement. In any such proceeding the District shall serve as a nominal party to ensure standing and to carry out the determination of the court or an arbitrator where a decision directs the District to withhold agency fees as provided in Section 5.5. During any such legal proceedings Section 5.7 (Hold Harmless) shall be fully applicable.~~

#### 5.6 GENERAL DUTIES DUES DEDUCTION

Dues deductions shall become effective in the month following the month in which the employee is employed as part of this bargaining unit.

5.6.1 With respect to all sums deducted by the District pursuant to Section 5.2 above, whether membership fees or agency fees, the District agrees promptly to remit such monies to the Association/Union accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association/Union, and indicating any changes in personnel from the list previously furnished.



5.6.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or agency fees within this Article until the pay period commencing no less than fifteen (15) days after submission of the appropriate form to the District.

5.6.3 The Association ~~Union~~ agrees to furnish any information needed by the District to fulfill the provisions of this Article.

5.7 HOLD HARMLESS AND INDEMNITY The Association ~~Union~~ agrees to pay the District all legal fees and legal costs incurred in defending against any court action and/or administrative proceedings challenging the legality of the agency fee provisions of this Agreement or their implementation. The Association agrees to pay any damage judgment rendered against the District as a result of the provisions contained in this Article or the District's implementation thereof.