TENTATIVE AGREEMENT
between the
SAN LEANDRO UNIFIED SCHOOL DISTRICT
and the
TEAMSTERS UNION LOCAL NO. 856/ALAMEDA BUILDING AND TRADES COUNCIL

April 22, 2013

Tentative Agreement

The San Leandro Unified School District (District) and the Teamsters Union Local No. 856/Alameda Building and Trades Council (Teamsters/Trades) mutually agree to extend the current contract through June 30, 2013, which shall remain in full force and effect, except as amended herein:

1. **Article 5 – Work Schedules:**

The Burrell Field Memorandum of Understanding, dated May 17, 1999, will sunset not later than June 30, 2017, or earlier if and when the District reaches a formal agreement with the City of San Leandro (City) for the City to operate, staff and/or maintain, in whole or in part, the facilities at Burrell Field, and the City may use its own employees, agents, or others to perform such functions. If an agreement with the City is not reached prior to June 30, 2017, the parties understand and agree that the District retains the right to enter into an agreement with the City consistent with the parameters above.

In the event that the District enters into an agreement with the City or when the Burrell Field MOU sunsets, opportunities related to District activities and District events occurring at Burrell Field shall continue to be offered to unit members, as available and appropriate, consistent with the Teamster/Trades Agreement (Article 5, Section 4).

For the next four (4) years, starting July 1, 2013, and ending on June 30, 2017, the District shall offer overtime opportunities to unit members, in an amount not less than the average annual total amount of overtime paid from District budgets for District events at Burrell Field (excluding overtime charged to outside groups) to unit members for the three (3) school years prior to July 1, 2013. These overtime opportunities shall be offered for projects at Burrell Field. The purpose of this provision is to ensure that a minimum amount of overtime for District events at Burrell Field will be offered. In the event of reduced activities at Burrell Field,Teamster/Trades and the District shall meet to determine a mutually agreeable site(s) where the lost overtime at Burrell field will be worked.

2. **Article 8 – Salary and Fringe Benefits**

A. To address changing legislation related to employer/employee contribution to the Public Employees' Retirement System, the parties agree that the current District payment of the unit member's contributions will be "swapped" for an equivalent amount and/or percentage that will be added to the Teamsters/Trades salary schedule. This "swap" shall be cost neutral to the District. In addition, the following section will be eliminated from section 8.1 of the Teamsters/Trades agreement:

"The District will pay the unit member's contribution to the Public Employees' Retirement System at the rate in effect at the time of the agreement ratified on February 28, 1984."

B. Teamster/Trades longevity shall consist of five (5) steps as designated below. These steps shall be calculated in the same manner that longevity is calculated for other employee groups:

Year 8 = Step 5 + 2.5%
Year 13 = Step 5 + 5%
Year 18 = Step 5 + 7.5%
Year 23 = Step 5 + 10%
Year 28 = Step 5 + 12.5%

This longevity schedule shall go into effect on July 1, 2013.

C. The District shall pay Teamster/Trades unit members a one-time payment of $855 per unit member (prorated for FTE and hire date) for fringe benefits purposes in June 2013.

D. Amendment to Article 8 and/or Amendment to Section 16.4 – Procedures, Payment and Procedures on Beautification Days

Effective January 1, 2013, the procedures, hours and payment set forth in section 16.4 of this Agreement shall not apply to one district-wide volunteer workday per year held during any given school year (July 1 – June 30), as selected by the District. For all other beautification days during the school year, the procedures, hours and payment described in Section 16.4 shall apply. It shall not be mandatory for Teamsters/Trades members to participate in the volunteer workday, however participation will be encouraged.

3. <u>Other:</u>

A. Uniforms: Article 15, Section 7. The language in this section shall be eliminated and replaced with the following:

"Unit members shall be allowed reimbursement toward the purchase of safety boots up to $100 per year per member. These boots shall meet safety boot standards as agreed to by the District and Teamster/Trades. These boots must be worn to work and used for work related purposes. District reimbursement procedures shall be followed."

<u>Contract Language Clean Up and Clarification:</u>

The following section of the Agreement between the District and the Teamsters/Trades should be modified to add clarity. This language modification does not change the content or intent of the agreed upon article but adds clarity for operational purposes.

In Article 6 section 6.2 change the language from:

"Changes to the unit member's leave balance shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payment paid by the District. Personal illness leave, earned vacation leave, and compensatory time, if any, shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits."

To:

"During the previously referenced sixty (60) days of occupational leave, changes to the unit member's sixty day occupational leave balance shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payment paid by the District. Should the sixty day period be exhausted, subsequent deductions to an employee's personal illness leave, earned vacation leave, and compensatory time, if any, shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits."

For the District - Date

4/22/13

4/22/13

For Teamster/Trades - Date

4/22/13

4/22/13

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