

Board Office Use: <b>Legislative File Info.</b>	
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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**LABOR MANAGEMENT & EMPLOYEE RELATIONS**

# Memo

**To** Board of Education

**From** Marion McWilliams, General Counsel  
Jenine Lindsey, Director of Labor Strategy

**Board Meeting Date** February 22, 2017

**Subject** **Approval of Side Letter of Agreement as Agreement between Oakland Unified School District (“District”) and the Buildings and Construction Trade Counsel of Alameda County (“BCTC”) regarding the On-Call Stipend**

**Action Requested** Approval by the Board of Education of the Side Letter of Agreement, as Agreement, to amend Article 6 regarding the On-Call Stipend.

**Summary** On January 10, 2017, the negotiating teams for the District and BCTC, representing employees in the Buildings and Grounds Crafts, reached an agreement to amend Article 6 of the Collective Bargaining Agreement regarding the On-Call Stipend.

**Fiscal Impact** The agreement is within the District’s financial ability to cover the anticipated costs.

**Recommendation** Approval by the Board of Education of the Side Letter of Agreement, as Agreement, to amend Article 6 regarding the On-Call Stipend.

**Attachments**

- Side Letter of Agreement

SIDE LETTER OF AGREEMENT  
Between the Buildings and Construction Trade Counsel of Alameda County ("BCTC"),  
and the Oakland Unified School District ("District")  
Regarding On-Call Stipend

This Side Letter of Agreement ("Agreement") is entered into as of this 10 day of JANUARY 2017, by and between the Oakland Unified School District, (the "DISTRICT") and Buildings and Construction Trade Counsel of Alameda County ("BCTC"), collectively the "parties" to amend Article 6 of the Collective Bargaining Agreement between the Parties as follows:

Article 6.3.7 On-Call:

- 6.3.7.1.1 Department managers may assign on-call unit members to perform work on an emergency basis. Unit member who are on-call shall carry a District – provided pager or cell during their on-call assignment. A unit member is required to respond by telephone within five (5) minutes and be available to return to work within thirty (30) minutes. A unit member is not considered to be on-call unless the Department Manager has previously scheduled him or her for the assignment.
- 6.3.7.1.2 A unit member who is called to perform on-call work shall be paid a minimum of two (2) hours of work or two (2) hours of pay at the applicable rate. On-call status does not constitute overtime. Time spent in on-call status, but not actually worked, is not considered as time worked or time on regular pay status.
- 6.3.7.3.1 On-call work will be offered on a voluntary basis. In the event the number of volunteers does not meet the District's needs, on-call assignments shall be made in reverse seniority order. An on-call assignment shall last one (1) week and the unit members assigned to on-call status shall receive a one hundred dollars (\$100.00) three hundred dollars (\$400.00) stipend for the performance of, and dispatching of, on-call work.
- 6.3.7.3.2 Nothing in this section guarantees that an on-call unit member(s) be called to perform work. The Department Director retains the exclusive right to determine the need for on-call assignments. At the discretion of the Department Director, more than one unit member may be assigned to on-call assignments.
- 6.3.7.3.3 At the request of either party, the parties shall meet and confer over best practices and the use of equipment to ensure safety of on-call workers.

In witness whereof, the parties hereto have executed this Agreement on this 10, JANUARY 2017.

For the BCTC:

C. Teravon-Garrett  
BUSINESS REPRESENTATIVE

1-10-17

Dal A. Hunt  
ATTACHMENT B- Side Letter Agreement Regarding On-Call

For the DISTRICT:

Jamie Lindsey  
A. J. J.

1-10-17

Cliff Steward  
1-10-17