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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**To:** Board of Education

**From:** Jacqueline Minor, General Counsel

**Board Meeting Date:** August 12, 2015

**Subject:** OUSD-American Federation of State, County and Municipal Employees (AFSCME) Tentative Agreement (TA)

**Action Requested:** Approval of Tentative Agreement for a successor agreement for the period of July 1, 2014 through June 30, 2017.

**Summary:** On June 12, 2015, the negotiating teams for the District and American Federation of State, County and Municipal Employees, representing classified employees reached a Tentative Agreement for the period of July 1, 2014 through June 30, 2017 and was ratified by AFSCME on June 13, 2015.

**Recommendation:** Approval of Tentative Agreement for a successor agreement for the period of July 1, 2014 through June 30, 2017.

**Fiscal Impact:** General Purpose Fund

**Attachments:** Tentative Agreement

TENTATIVE AGREEMENT  
AFSCME and OUSD  
June 12, 2015  
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## **ARTICLE 7 ASSIGNMENTS, PROMOTIONS, TRANSFERS & VACANCIES**

Section 7.05 **Night Lead Custodian:** The Night Lead custodian classification is promotional. Night Leads are assigned to work at high schools only and the position is selected by Custodial Services and by the Head Custodians. Effective July 1, 2015, all Night Lead Custodians monthly stipend shall be \$100.00 per month.

## **ARTICLE 13 COMPENSATION**

### **Section 13.01**

1. For the 2014-2015 school year, all salary schedules shall be increased by 5.5% as follows:
  - a. 2% effective July 1, 2014
  - b. 1% effective February 1, 2015
  - c. 2.5% effective June 30, 2015 (11:59pm)
  - d. Additional one-time (bonus) payment as outlined in Attachment 1 Section A.
2. For the 2015-2016 school year, unit members shall receive increases as follows:
  - a. On-going percentage increase to all unit members effective July 1, 2015: On-going unrestricted funds in excess of the District's projected unrestricted funding under LCFF for the 2015-2016 school year shall be allocated to American Federation of State, County and Municipal Employees, Local 257 unit members as outlined in Attachment 1 Section B.
  - b. An additional one-time payment to all unit members as outlined in Attachment 1 Section C.
3. For the 2016-2017 school year as follows:
  - a. On-going increase to all salary schedules as outlined in Attachment 1 Section D.
  - b. A one-time payment to all unit members as outlined in Attachment 1 Section E.
4. **Additional Increases to AFSCME:** In relation to the 2.5% salary reduction to AFSCME members in 2005, the District shall provide salary increases as follows:
  - a. Effective January 1, 2015 an additional 1.25% increase to all salary schedules to which unit members are placed.
  - b. Effective January 1, 2016 an additional 1.25% increase to all salary schedules to which unit members are placed.

### **Section 13.02**

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- a. ~~Custodians and ASEs~~: Employees who are required to perform duties at a higher classification than the employee's regular assignment for a period of more than five (5) consecutive ~~on the first~~ days shall receive either the compensation at the first step of the higher classification or five percent (5%) above the employees regular salary (whichever is greater). Employees required to perform duties at a higher classification for less than five (5) days shall be compensated his/her regular salary.
- b. Delete in agreement with AFSCME's proposal May 28, 2015

#### ATTACHMENT A-1 CUSTODIANS SALARY SCHEDULE

##### Rationale:

In conjunction with the application of experience, leadership, mentoring and heightened knowledge associated with the role- Head Custodian, an additional step added to the Custodian Salary Schedule at Ranges 6, 7, and 8, for head custodians effective July 1, 2016.

				<u>NEW STEP 3</u> <u>(Head Custodians)</u>
(Range 6)	<b>06</b>	<b>HEAD CUSTODIAN I</b>		
	ANNUAL	32939.4	35605.23	<u>37385.49</u>
	MONTHLY	2744.95	2967.1	<u>3115.46</u>
	WEEKLY	631.02	682.09	<u>716.19</u>
	DAILY	126.2	136.42	<u>143.24</u>
	HOURLY	16.83	18.19	<u>19.10</u>
(Range 7)	<b>07</b>	<b>HEAD CUSTODIAN II</b>		
	ANNUAL	34436.65	37175.51	<u>39034.29</u>
	MONTHLY	2869.72	3097.96	<u>3252.86</u>
	WEEKLY	659.71	712.17	<u>747.78</u>
	DAILY	131.94	142.43	<u>149.55</u>
	HOURLY	17.59	18.99	<u>19.94</u>
(Range 8)	<b>08</b>	<b>HEAD CUSTODIAN III</b>		
	ANNUAL	35970.41	38843.17	<u>40785.33</u>
	MONTHLY	2997.53	3236.93	<u>3398.78</u>
	WEEKLY	689.09	744.12	<u>781.33</u>
	DAILY	137.82	148.82	<u>156.26</u>
	HOURLY	18.38	19.84	<u>20.83</u>

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## ARTICLE 17

### Section 17.03 Expedited Attendance Discipline

- (a) Step 1. **Verbal Discussion:** Current Contract Language
- (b) Step 2. **Letter of Concern:** If there is no improvement and the employee is absent between ~~ten (10)~~ seven (7) and ~~fifteen (15)~~ nine (9) days, the supervisor shall issue a letter of concern, which shall be accompanied by documentation of attendance problems. Copies shall be sent to the Union and the Director, but not to the official personnel file. A conference shall be held to discuss this with the employee.
- (c) Step 3. **Written Warning:** When an employee has been absent between ~~fifteen (15)~~ ten (10) and fifteen (15) days ~~(20) twenty~~, the employee shall be issued a written warning. A conference shall be held to discuss this with the employee. A copy of the written warning shall be forwarded to the Union, the Director and to the employee's personnel file.
- (d) Step 4. **Suspension:** Any additional absence shall result in a ~~minimum~~ suspension of ~~three (3) to five (5) days~~ up to five (5) days without pay, with notification sent to the Union and the Director.
- (e) Step 5. **Termination:** Current Contract Language

Section 17.04 **Absenteeism Fifteen or More Days:** Any employee with ~~twenty (20)~~ fifteen (15) or more days of absenteeism will automatically receive a written warning which shall not exclude other appropriate discipline.

Section 17.05 **Expedited Disciplinary Procedure:** Current Contract Language

Section 17.06 **Duration of Each Warning:** Current Contract Language

## ARTICLE 29 DURATION OF AGREEMENT

This Contract of Agreement shall be effective July 1, 2014, except for those provisions which have been assigned other effective dates, and shall remain in full force and effect to and including June 30, 2017, and from year to year thereafter unless either party serves written notice of the desire to amend, modify or terminate this Contract of Agreement ninety (90) days prior to the first day of July of any subsequent year.

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Either party may request in writing to reopen a maximum of two non-economic Articles for the 2016-2017 school years.

AFSCME

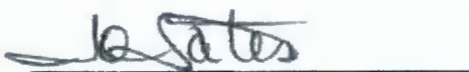
DISTRICT



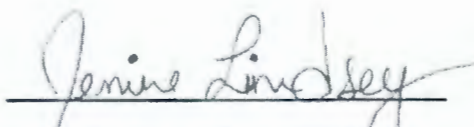
Sherman Phillips, President



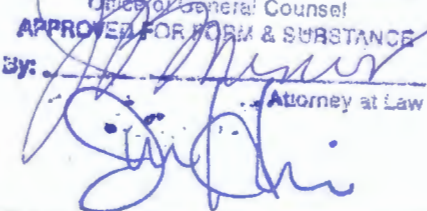
Troy Christmas, Director Labor Strategy



Jo Bates, Business Agent



Jenine Lindsey, Labor Coordinator

OAKLAND UNITED SCHOOL DISTRICT  
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APPROVED FOR FORM & SUBSTANCE  
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Attorney at Law

James Harris  
President, Board of Education



Antwan Wilson  
Secretary, Board of Education