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West
Contra Costa
Unified
School District

Supplemental
Contract Update
Ratified August 7, 2002

MEDIATED SETTLEMENT AGREEMENT

July 25, 2002

West Contra Costa Unified School District and the Public Employees Union, Local One agree to the following terms and conditions as recommended by the State Mediator:

1. The 2000-2001 WCCUSD/Local One Salary Schedules and all other stipends shall be increased by 1.6 %, effective 1 January 2002. This item completes the reopener negotiations for 2001-02.
2. Effective 1 July 2002, the District will fully implement the recommendations from the 1997 clerical and food service classification study, per the attached list. The 2001-2002 WCCUSD/Local One Salary Schedules and all other stipends shall be increased by 2%, effective 1 January 2003.
3. The 2002-2003 WCCUSD/Local One Salary Schedules and all other stipends shall be increased by 2%, effective 1 July 2003.
4. Article 15, Section 1. Add to first paragraph. The district will pay for the cost of health benefit premiums for designated, fully paid plans (Kaiser and Health Net). The district will, if the Health Net Plan is canceled, pay the premium cost for Blue Shield HMO (or Kaiser) for eligible unit members for the term of this agreement. It is understood that all provisions of this article and other negotiable items related to benefits are subject to negotiations, in successor agreements. The parties agree to convene a health benefits committee. This committee will investigate cost containment for health benefits and other possible health benefit options. This committee is open to the other WCCUSD employee groups who wish to attend. This committee will convene no later than October 30, 2002.
5. Information and Literacy Assistant The Information and Literacy Assistant (or other title) positions will be 12-month, 7-½ hour, at range 51 or as otherwise agreed.
6. Article 1, Section 3. This Agreement shall remain in full force and effect from July 1, 2002 through June 30, 2005. No reopeners unless mutually agreed in years 2002-2003, or 2003 – 2004. The parties agree to reopen salary plus two articles each in the 2004 – 2005 school year.
7. Promotions/Transfers In the event that an employee has received a serious disciplinary action (suspension or demotion) within the last two years, the District may prohibit the employee from transferring or promoting. If an employee has charges pending at the time of the transfer that results in serious discipline once the due process has taken place, the District may rescind the transfer. If an employee has charges pending at the time of promotion that results in serious discipline once the due process has taken place, the District may rescind the promotion only during the probationary period.
8. Article 16, Section 3.1.g Compensation. Amended as follows: Candidates certified as qualified for promotional position shall be placed on a list in order of seniority. The Superintendent may select any of the top five (5) applicants to fill the vacancy. Regular employees shall be selected before selecting substitute or temporary employees. Seniority within job family shall be deemed greater than District seniority....
9. Article 16, Section 7 Temporary Work in A Higher Classification ADD: Employees can express interest in temporary out of class work by notifying the department head in the department they wish to work in. The employee will be considered for temporary, out of class work at another site with the permission of the employee's manager at his/her regular site. In the event that the District employs a substitute to fill a vacancy, pending the hiring of a new employee, the District will not use the substitute or a series of substitutes for more than 90 workdays plus school recesses.
10. Article 23, Section 2.1 (Supplement 1) The staffing model for building maintenance workers, custodial, landscaping and the maintenance department shall not be reduced below the 2001- 2002 budgeted regular positions, except by attrition.
11. Article 12, Section 2.8 Summer Hiring, Transfers/Promotions The District and Union shall establish a joint committee to develop and implement a pilot summer hiring project for the summer 2003 that shall include transfers and promotions of employees into vacancies that the District wants to fill by the beginning of the following school year but became known to the District later than 7 calendar days prior to the last day of school. The project will include a process to reasonably notify employees who express an interest in certain positions. The parties will review the results of the pilot project and negotiate in 2003-2004 any changes in transfer or promotions language.

12. Article 12, Section 6. ADD: The District can delay a summer school assignment if it overlaps with the regular school year assignment. If the summer school assignment is delayed by the District and the summer school assignment is a higher salary range than the regular school assignment, the employee will have no loss of pay for the days he/she was delayed in starting the summer assignment.

Side Letter #1 Regarding Supplement 4. Local One acknowledges that at the Junior High/Middle Schools, the Information and Literacy Assistants (or other title) conform to the position requirements of the contract, Supplement 4, first Side Letter, paragraph 3, referring to "Library Assistants."

Side Letter #2 Regarding Article 23. The District will provide the union a list of the number of regular, budgeted positions in classifications listed in Article 23, Section 2.1 (Supplement 1) by November 1, 2002 for review. If the Union disagrees with the number of regular, budgeted positions, according to the District, the Union can file a grievance under the grievance/arbitration provisions of the collective bargaining agreement.

Side Letter #3 West Contra Costa Schools Police Unit Side Letter of Agreement. See attached.

Side Letter #4 Direct Delivery and Commodities Purchase Program Side Letter of Agreement. See attached.

Side Letter #5 Regarding Apprenticeship Program. The parties agree the District will establish an apprenticeship program, starting in the 2002-2003 school year. The District will choose one person per year to enter the apprenticeship program. The District has the discretion to determine the position the individual will fill to participate in the program. The District will advertise and fill the position per the provisions of Article 16. The District will also determine which journey person(s) the apprentice will be assigned to work with, and any responsibilities of the journey person related to training or teaching the apprentice will not be considered a violation of agreement nor cause for a claim for added compensation or reclassification.

The apprentice will be hired at a range 56. The apprenticeship employee shall have the same probationary period as any other classified employee. Provided the employee meets all evaluation and other criteria for promotion, the employee will be eligible for promotion after two years, at which time the employee would be eligible for promotion to a range 61. The employee be eligible for promotion to a range 66 after the fourth year of employment.

Side Letter # 6 Re: Instructional Assistant, Special Education assigned to TEP classes or TLC. The District will evaluate the above-referenced position for possible establishment of a new classification. Any such proposal will be conveyed to the Cabinet Operations Subcommittee for its review no later than January 15, 2003. The Cabinet Operations Subcommittee shall notify Local One no later than March 15, 2003 whether it is recommending approval. The decision to establish or not to establish a new classification is not subject to the grievance procedure.

s/ Kathy Rollins
Supervising Business Agent, Public Employees Union, Local #1
Costa U.S.D.

s/ Alan S. Hersh,
General Counsel, West Contra

Direct Delivery and Commodities Purchase Program Side Letter

Whereas the District and the Union agree that providing for the purchase and delivery of commodities in a timely and cost effective manner is important to the mission of the District, the parties agree that:

1. The District will implement a direct delivery and commodities purchase pilot program for the 2002-03 school year at 12 school sites or departments. The District will determine the commodities included in the program. Commodities will include but are not limited to: office supplies, teaching supplies and custodial supplies.
2. The District will convene an advisory committee during 2002-2003 to assess the effectiveness of the pilot program. The District will determine the makeup and number of members of the committee except as follows: The union appointed members of the committee will include one school secretary, one stores warehouse person, one custodian and one representative of the GSM&O sub-unit and one union staff member. Local One will have equal representation on the committee as any other bargaining unit. The committee will review and analyze the program to determine: timeliness of delivery, quality of commodities, cost savings, customer service, ease of use, and other

costs and benefits to the District. The committee will make an advisory report which may include recommendations to the Board during the 2002-2003 school year.

3. The parties agree that the implementation of the pilot program will not cause any layoff, demotion, or y-rating of any permanent employee covered by this agreement, during the 2002-2003 school year.
4. The parties will meet and negotiate solely as to the effects to the bargaining unit of any District decision to expand the direct delivery and commodities purchase program beyond the pilot program.
5. Beginning with the 2003-2004 school year, any permanent stores warehouse employee whose position is eliminated as a result of the pilot program or any expansion of the direct delivery and commodities purchases program, will be y-rated and will be reassigned by the District to a position the employee is qualified to fill. In order to be cost efficient, the District has the right to assign the employee to the position closest in range to the current position of the employee, for which the employee is qualified. The y-rating ends at the end of the 2004-2005 school year. At or after the end of the 2004-2005 school year, any permanent stores warehouse employee who accepted an alternative position due to the direct delivery and commodities purchases program, will be placed by the District in a position at a range 56 or higher. The District shall attempt to place the employee in a vacant, budgeted, position as close to their original salary as possible and for which they are qualified. The District's placement of employees in positions as set forth herein shall not be subject to the grievance-arbitration procedure.
6. Prior to the conclusion of effects bargaining, the District has the right to proceed with the implementation of the Direct Delivery and Commodities Purchase Program. However, no changes will be made to Local One unit members assignments until the completion of effects bargaining.
7. The parties agree that to the extent this side letter is in conflict with any other provisions of the collective bargaining agreement, including but not limited to Article 22 and Supplement Article 23, this side letter shall prevail.

**West Contra Costa Schools Police Unit
Side Letter of Agreement**

Whereas the District and the Union agree that providing a safe learning environment for District students and a safe working environment for District employees is a major priority, the District and the Union agree:

1. Prior to the possible elimination of or alteration of District Police Services, the District will convene an advisory task force. The District will determine the makeup and number of members of the task force except as follows: the task force will include two classified employees and two district police officers.
2. The Union will select the classified employees and the district police officers on the advisory task force. The union may appoint a union staff member to participate as a member of the task force.
3. The task force will make an advisory report which may include recommendations to the Board regarding providing a safe learning environment and the delivery, elimination or alteration of police services to the District.
4. The parties will meet and negotiate solely as to the effects to the bargaining unit of any District decision regarding the delivery, alteration, or elimination of police services to the District, including, but not limited to, a District decision to enter into agreements with other law enforcement agencies, organizations, or public entities, to provide police services to the District. The superintendent and the Board retain the exclusive right to make the decisions regarding the delivery, alteration, or elimination of police services to the District.
5. The District may contract out or provide for alternative or additional police services at any time, not withstanding the provisions of Article 22. However, the District agrees not to lay off, demote, or y-rate any current school police officer covered by this Agreement, during the 2002-2003, 2003-2004, or 2004-2005 school years, due to the District decisions regarding the delivery, alteration, or elimination of police services to the District.
6. The parties agree that the school police officer positions may be eliminated by the District after the 2004-2005 school year, at the discretion of the District.
7. If the District changes the method of delivery of police services within the term of this Agreement, then the District has the right to modify school police officer's duties after consultation with Local One.
8. At or after the end of the 2004-2005 school year, District can lay off any school police officer. At that time, the District will make reasonable efforts to help qualified employees to apply for positions with other law enforce-

ment agencies or place such employees in District positions, which the District in its discretion, deems the employees qualified for.

9. Prior to the conclusion of effects bargaining, the District has the right to proceed with the implementation of the District's decisions regarding the delivery, alteration, or elimination of police services to the District. However, no changes will be made to Local One unit members assignments until the completion of effects bargaining.

10. The parties agree that to the extent this side letter is in conflict with any other provisions of the collective bargaining agreement, including but not limited to Article 22, this side letter shall prevail.

**REMAINING LOCAL ONE/WCCUSD 8/27/97 CLASSIFICATION
STUDY RECOMMENDATIONS TO BE IMPLEMENTED**

	CURRENT 3/1/00	PROPOSED
FISCAL CLASSES		
Accountant II	59	63
Accountant I	57	59
Secondary School Cashier	48	53
Senior Account Clerk	52	53
Senior Account Clerk, Food Serv.	53	55
Payroll Clerk	51	53
Budget Control Clerk	52	53
Sr. Budget Control Clerk	57	61
Assistant Buyer	50	53
FOOD SERVICE CLASSES		
Food Service Operations Asst.	55	57
Food Production Leadworker	44	46
School Lunch Worker 2	41	43
Food Service Aide/Clerk	32	39
Food Service Aide	31	35
School Lunch Cashier	37	39
OFFICE & SCHOOL SUPPORT CLASSES		
Operations Secretary	59	61
Library Resource Secretary	54	55
School Secretary 1	54	55
Typist Clerk 3	48	51
Typist Clerk 2	46	47
Typist Clerk 1	41	43
Employee Benefits Technician	54	55
Liaison, PIC	55	57