

**Amalgamated Transit Union, Local 256**

**Response to Package Proposal offered by**

**Elk Grove Unified School District**

**September 7, 2021**

Amalgamated Transit Union, Local 256 received a comprehensive “package proposal” from Elk Grove Unified School District on August 17, 2021. ATU offers the following as a response to this package deal.

ATU changes/comments are seen below in bold underline font.

Elk Grove Proposals 1 and 2 – Safety Mitigation Protocols/Full Return to In-Person Instruction 2021-2022 School Year

**These proposals deal with safety protocols during covid and are rejected by ATU as they are temporary articles in place for a set period of time and are not necessary to write into the contract. That said, ATU continues to agree to meet and confer over the impacts of covid-19 to its workforce.**

Elk Grove Proposal 3 - 2020-2021 and 2021-2022 Ongoing Compensation

**ATU bargaining unit members have not received a salary increase since the 2018/2019 school year, and are some of the lowest paid employees of their classification in the area. Therefore, in order to stay competitive with neighboring District's and pay our employees a living wage, ATU proposes the following changes to the District's compensation proposal.**

a. 2020-2021 (~~2%~~) (10%)

Effective retroactive to July 1, 2020, ~~two percent (2%)~~ **ten percent (10%)** shall be added to the 2019-2020 ATU salary schedules consistent with the attached 2020-2021 #21 ATU salary schedule.

b. 2021-2022 (~~2%~~) (10%)

Effective **retroactive to** July 1, 2021, ~~two percent (2%)~~ **ten percent (10%)** shall be added to the new 2020-2021 #21 ATU salary schedules consistent with the attached 2021-2022 #21 salary schedule.

Elk Grove Proposal 4 - 2021-2022 One-time Compensation.

**ATU proposes the following change to the one-time payment based on the fact that the District received millions of dollars in one-time funds and therefore has sufficient resources to offer a substantial one-time payment to all members.**

Based upon the new 2021-2022 salary schedule, calculated consistent with the ongoing 2021-2022 increase included in this Tentative Agreement, unit members shall receive a one-time off-of-the schedule payment of ~~two percent (2%)~~ **six percent (6%)**. This one-time payment shall be paid to unit members. This one-time payment shall be prorated for less than full time unit members. To be eligible for this one-time payment, the unit member must be in paid status with the District on October 15, 2021. **Paid status shall include all members employed by the District at the time of distribution.**

### **ATU Minimum Wage Proposal**

**For all classification ranges with steps below minimum wage, the first step in that range shall be set at the step currently above minimum wage prior to any salary increase agreed to in this proposal. The remaining steps shall continue up at the current percentages set for all steps.**

### **ATU Step Increases**

**ATU members shall progress to each step annually. Thus, 5 and 6 will be separated making 7 the new 8. The percentage between each step shall remain the same.**

Elk Grove Proposal 5 - Two Additional Professional Development Days (2021-2022 and 2022-2023)

### **ATU Accepts this proposal**

Elk Grove Proposal 6 – Comparability Study

**ATU agrees to participate in a district wide comparability study only if an independent consultant is used for the study and the District agrees to bargain the results of the study prior to implementation.**

**ATU also agrees to the accelerated comparability study, if it includes salaries of all ATU employees and it is permanent and ongoing, not just for a limited period of time.**

Elk Grove Proposal 7 – Dues Deductions

**ATU accepts changes to sections G and 6.3 and rejects all other changes.**

Elk Grove Proposal 8 – Affirmative Action

**ATU accepts this proposal.**

Elk Grove Proposal 9 - Extra Board Bus Driver Guidelines, Sections 12.4 and 12.502

**ATU Accepts this proposal.**

Elk Grove Proposal 10 - Time Frame for Submitting Requests for Time Off, Section 12.603

Bus driver and bus attendant RTOs must be submitted to Transportation Dispatch by 6:00 p.m. Thursday for Requests for Time Off for the following Wednesday through Tuesday. ~~**the end of the contract day for requested time off and these requests will be responded to immediately. one week (seven calendar days) prior the day or days off requested. The District will respond regarding whether or not the RTO is approved within two full business days to the request.**~~

**Immediate need for time off can be submitted any time prior to the needed time and must be responded to immediately.**

**For time off requested a month or more in advance, management will have one week (seven calendar days) to respond. Requests cannot be unreasonably denied and the reason for the denial will be given to the member in writing. If no response is received within 5 working days, the request will be approved.**

**ATU needs further explanation from the District:**

**During the month of July only each year, and with prior District approval, unit members assigned an eight-hour position for the school year, may coordinate the use of partial vacation days and partial workdays to equate to a full eight hour paid day.**

Elk Grove Proposal 11 - Union Rights and Organizational Leave, Section 9

- 9.401 Informal Conference, Pre-grievance requirements: Any person with a problem requiring resolution will first discuss the problem with the appropriate immediate supervisor, or representative of the employee organization, either directly or through a representative, with the objective of resolving the matter informally. **This meeting shall occur within (15) workdays from when the alleged violation occurred or within (15) workdays of when an employee might reasonably have known of the violation. The Supervisor shall have (15) workdays from this meeting to file to provide a response to the potential grievant employee (verbal or email).** If resolution is not **achieved informally** affected, a **formal** grievance may be filed.
- 9.402 An employee may file a formal grievance in writing ~~simultaneously~~ with the president of the employee organization, the **Designated Human Resources Director** for assigned classified personnel, and his/her immediate supervisor within fifteen (15) work days from **receipt of the response to the informal meeting.** ~~when the alleged violation occurred or within fifteen (15) work days of when an employee might reasonably have known of the violation.~~
- 9.411 Failure of either party to comply with time limits as set forth above will serve to declare the grievance settled in favor of the other party and no further grievance action can be taken.**

**The time limits in this Article may be extended by mutual agreement.**

Elk Grove Proposal 12 - Assignment, Section 12.1

- 12.1 Assignment
- 12.101 Classified employees are assigned to various duties by their immediate supervisors upon approval of the Superintendent or his/her designee. ~~Necessary changes in assignments may be made at any time, through procedures agreed to in negotiations.~~
- 12.102 School bus drivers/**attendants** given duty assignments will be given adequate break times to the extent possible.
- 12.103 The District agrees to post a daily sign-up sheet for extra work. A driver/**attendant** shall indicate his or her intent to perform extra work prior to departing on his or her first morning run.
- 12.104 The District agrees to use seniority order in classification for the assignment of those on the list who are available in preference to those who have not signed the list; in the event of an emergent, (a student is 30 minutes or more beyond their pickup time), situation, an exception will be made and drivers will be dispatched based on student needs, equipment needs, the location of the driver,

- and the most expedient means to pick up the student(s) based on proximity and/or traffic concerns.
- 12.105 Unit members called in when unassigned will be available for and paid a minimum of two hours.

Elk Grove Proposal 13 - Overpayment, Article 22.705 – ATU Adds back

- 22.705** **Whenever the District believes there has been an overpayment made to a member, the District must determine the amount of the overpayment, then inform the member and if the member agrees to the amount, the District and the member must agree on a repayment schedule. If the District and the member do not agree on either the amount or the repayment schedule, the matter must be referred to ATU to attempt resolution. If resolution is not successful, the District must obtain a judgment against the member before it may deduct any money from a member's pay check.**

Elk Grove Proposal 14 - Compensatory Time Off (CTO) -Shop Staff Only, Article 3.503

**ATU rejects this proposal**

Elk Grove Proposal 15 – Uniform

- 18.101** The District shall provide the number of uniforms negotiated for employees in the transportation unit and pay all costs. The standard allowance, **as agreed to by the District and ATU, will be guided by the market price** and established each year for ~~two~~ **five** pants, one **windbreaker** jacket, **one rain jacket**, ~~three~~ **five** blouses, or the equivalent to be spent on other items. **This allowance will be allocated to each member at the start of each fiscal year. At the end of each fiscal year, any balance left on a member's uniform allotment shall be rolled over for their individual use in the next fiscal year.**

**Mechanics and Mechanic Assistant-Fuelers will be provided with ten sets of coveralls, five pairs of pants, five long sleeved shirts and one jacket. All uniforms shall be laundered by the District weekly.**

**Parts managers will be provided with ten pairs of pants, ten short sleeved shirts and one jacket. All uniforms shall be laundered by the District weekly.**

**If members receive their uniforms and they do not fit properly, the member can return and reorder their uniforms directly through the**

**vendor, at no cost to them. If clothing is embroidered, then uniforms shall be returned to the District and reordered through the vendor.**

**If items are returned, reordered and not received, the cost of those items will be rolled over for the individual's use in the next fiscal year.**

18.301 The District will furnish steel toe safety-toed work boots, with oil resistant soles, for all shop personnel. ~~with 4-inch minimum ankle protection and oil resistant soles, for all shop staff~~ personnel ~~all Mechanics, Parts Managers and Mechanics' Assistant Fuelers~~. The District will cover the cost of the boots and optional insoles for up to a total of ~~Employees' boots shall be allocated for shoes will be reimbursed the actual cost up~~ three hundred dollars (\$300.00) including sales tax. Consultation on replacement of shoes boots will occur between the appropriate manager and employee and shall not be unreasonably denied. **Boot replacement will occur no later than 18 months from the original purchase. Red Wing and Shoe Emporium will continue as preferred vendors.**

Elk Grove Proposal 16 - Bus Driver Shortage and Absences Temporary Coverage (2021-2022, 2022-2023, and 2023-2024 School Years)

**ATU rejects this proposal**

Elk Grove Proposal 17 - EGBERT Updates to Article 24

**ATU rejects this proposal**

Elk Grove Proposal 19 – Duration

**ATU accepts this proposal**

**ATU Remaining Proposals**

**The following proposals were all rejected by the District without any explanation as to why they were being rejected. These proposals represent real issues that our members have faced over the years and therefore we are presenting them.**

**3.6 Camera Use**

**3.601 The District will not initiate the review of electronic media solely for the purpose of looking for employee misconduct. However, the District and the Union agree that any recording resulting from video imagery may be used as evidence in an investigation. In the event**

**any recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence, and if in disagreement with the District's decision or action, the Union may utilize the grievance procedure. Furthermore, members shall have the right to review footage of themselves prior to the footage being viewed by a parent or student. The District agrees to provide the Union with a description and purpose for all new technologies before implementation.**

**12.302** The District and ATU agree to have the bidding process in July to accommodate year round schedules. The District and the Union agree to a revised bidding process to be conducted on two, ~~unpaid~~ **paid**, evening bidding sessions. Each driver is required to attend one evening bidding session. The District shall maintain a substitute employee call sheet, noting date, time and person called. A copy of this list shall be provided to the Union upon timely request.

**12.203** For purposes related to district-wide benefits (vacation, sick leave, etc.), accruals will be earned from the date of hire as a substitute, 5-hour variable or regular employee in the District. ~~This section applies to substitutes hired prior to July 1, 2009.~~

**15.3** ~~CHECK-OUT~~ **PRE-TRIP** TIME—BUS DRIVERS

15.301 ~~Check-out~~ **Pre-trip** time for bus drivers shall be ~~fifteen~~ **twenty-five** minutes. Clean up time for bus drivers shall be ~~fifteen~~ **twenty-five** minutes.

**15.4** **CHECK-IN TIME – BUS DRIVERS/ATTENDANTS**

**15.401 Bus drivers and attendants shall begin their work day from the moment they enter the line to check-in.**

**18.2** **District-Provided Uniforms and Approved Optional Wear**

**REQUIRED ITEMS:**

Short or long sleeve, blue ~~or khaki~~ shirt

Mesh knit shirt, blue ~~or khaki~~

Women's half-elastic pant, navy

**Women's Capri pants, navy**

Men's /women's standard waist pant, navy

Men's / women's flex waist pant, navy

Light weight jacket, navy

Heavy weight jacket, navy

**Shall include 100% cotton options**

**OPTIONAL ITEMS:**

Women's tailored shorts, navy ~~or khaki~~, minimum 7-inch inseam  
Men's standard waist or flex waist shorts, navy ~~or khaki~~, minimum 7-inch  
inseam  
Rainwear set, yellow  
Men's/women's mock turtleneck, navy  
Tee shirt, vendor only, navy  
Crew socks, ~~white~~  
Baseball cap/visor, navy & ~~khaki~~  
All appropriate items to be embroidered by vendor

**22.803**      **Compensatory time will be reported and tracked in the same manner  
as overtime.**

**Leave Proposals:**

**Paid Pregnancy Leave**

**4 weeks (20 days) of fully paid pregnancy leave.**

**Additional COVID Paid Leave**

**Two weeks of COVID Leave after the expiration of CA COVID leave.**

**Immediate Family/Bereavement Definitions**

**Changes to the definition of Immediate Family to include brothers-in-law and  
sisters-in-law.**

**Bereavement Leave**

**Include 3 days of bereavement for a miscarriage and 10 days for stillbirth. Both  
parents are eligible to take this leave.**