

TENTATIVE AGREEMENT
between the
MT. DIABLO UNIFIED SCHOOL DISTRICT
And
CLERICAL, SECRETARIAL, AND TECHNICAL UNIT

March 18, 2024

The Mt. Diablo Unified School District ("District") and the Clerical, Secretarial, and Technical Unit ("CST"), collectively referred to as "the Parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement), except that there shall remain reopeners as set forth in this Agreement.

1. Tentative Agreements. This Tentative Agreement incorporates the following revisions to Articles 2 (Coverage), 6 (General Terms Respecting Leaves of Absence), 7 (Personal Necessity Leave), 12 (Industrial Accident or Illness Leave), 18 (Sick Leave Accrual), 19 (Mileage), 20 (Employee Expenses and Materials), 22 (Evaluation), 26 (Safety), 31 (Hours of Work), 32 (Evaluation), 33 (Holidays), and 42 (Salary Administration). It further incorporates the changes in Articles 43, 44, and 45 as set forth below.

2. Revisions to Salary and Benefits Articles. The Parties agree to the following changes to Articles 43 and 44.

Article 43 (Salary)

2024-2025 School Year

The District agrees that the CST Salary Schedule shall be increased by nine percent (9.0%) effective July 1, 2024, representing a salary increase for the 2024-2025 school year.

2025-2026 School Year

If the District reaches a final, ratified and approved agreement with MDEA which provides for an across-the-board salary schedule increase (or increase in District medical benefits contribution), the CST bargaining unit members will receive the same percentage salary (or increase to medical benefits contribution) for the 2025-2026 school year with the same effective date as agreed to between the District and MDEA. Salary and medical benefits are defined solely as annual base salary and annual District contribution to medical benefits.

Article 44 (Employee Benefits)

124. Coverage

- a. The District will pay one hundred percent (100%) of the Kaiser CalPERS rate, by level, for single, employee+ 1, and family plan for all of the 2024 and 2025 benefit plan years (January 1, 2024 through December 31, 2025). The full 2025 Kaiser CalPERS rate will establish a new minimum dollar amount of District medical benefits contribution. Effective January 1, 2026 and moving forward, in each subsequent Benefit Year, the District will pay eighty percent (80%) of the annual increase of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar increase does not exceed four percent (4%) of the then current dollar cost. Should the dollar cost increase in any year exceed four percent (4%), the District share will be calculated to include eighty percent (80%) of the first four percent (4%) increase and the employee's share shall be the remaining twenty percent (20%) of the first four percent (4%) increase. In any year the increase exceeds four percent (4%), the amount over four percent (4%), shall be paid by the employee, unless the District and CST negotiate a different amount. If this is the case, the District share may be less than eighty percent (80%) of the then current Kaiser CalPERS rate.
- b. In the event that the dollar cost increase exceeds four percent (4%) and the District/Bargaining unit negotiation regarding any excess percentage share begin, benefit coverage will continue. Members will not be at risk of losing coverage during these negotiations.
[No change to paragraphs 124 c. and d.]

3. Term of Agreement. Article 45 (Term) shall be revised as follows:

136. Term

This agreement shall have a three-year term from July 1, 2024 to June 30, 2027. The agreement completely closes negotiations for the 2024-2025 and 2025-2026 school years. The agreement is open for the 2026-2027 on salary, benefits, and one article selected by CST and one article selected by the District.

137. Successor Agreement

The Union and the District shall present proposals for a Successor Agreement no later than March 30, 2027.



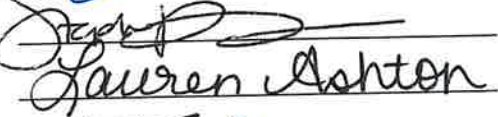
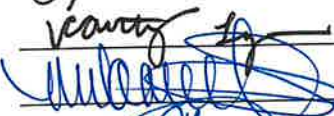
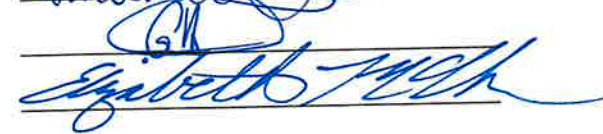
4. Full Article Revisions. The Parties agree to incorporate the changes made pursuant to this Tentative Agreement to reflect the changes made to the Collective Bargaining Agreement (CBA).

5. Effective Date. The Agreement shall become effective upon approval by CST and the District, as evidenced by the signature of the CST and District designees and by ratification of the CST unit members and the District Board of Education.

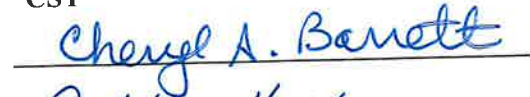


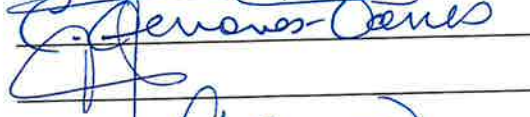
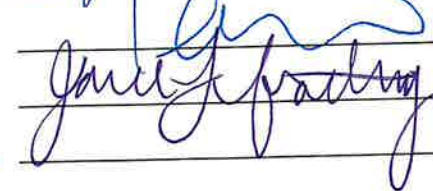
6. Technical Changes. The Parties agree to work together to review the CBA make any necessary corrections to the CBA and Appendices to reflect agreements and update cross references.

7. Changes in Contract. With the exception of the changes referenced in this Agreement, all other contract language will remain status quo.

MDUSD

CST

MDUSD proposal to CST : 2-5-2024, 1:45 pm

CST counter proposal to MDUSD 3-18-2024, 1:32 pm

TA: 3-18-2024 3:52 pm

**ARTICLE 2
COVERAGE**

1. The Local One Clerical/Secretarial/Technical Unit consists of all employees in the classified service in the following classifications:

~~Data Entry Clerk~~ Academic Data Technician
~~Account Clerk~~ Accounting Technician
Accountant
Administrative Secretary
Administrative Secretary II
Adult & Career Ed. Accountability Specialist
Adult & Career Ed. Accounting Specialist
Adult & Career Ed. Fiscal Analyst
Adult & Career Ed. Fiscal Specialist
Adult Education student Information System (SIS) Specialist
Adult School Office Manager
Attendance Secretary
Attendance/Student Records Assistant
Attendance/Student Records Coordinator
~~AutoCAD Drafter/Plan Room Technician~~
~~Benefits Specialist~~
Bilingual Testing Program Technician
Bilingual Translator/Interpreter
Buyer
Buyer, Lead
Career/College Advisor
Child Welfare & Attendance Liaison
Community Liaison
Community School Coordinator
~~Computer Operator~~
Copy Machine Operator
~~Drafting Technician)~~
Elementary School Secretary
Facilities Technician
Fiscal Analyst I
Fiscal Analyst II
Food Service Information Systems Coordinator

Graphic Designer Specialist
Human Resources Assistant I
Human Resources Assistant II
Human Resources Technician
Instructional Media Assistant I
Instructional Media Assistant II
~~Instructional Media Assistant - Science Materials Center~~
Instructional Media Assistant - Warehouse
Intermediate Account Clerk
Intermediate Typist Clerk
Mail Clerk
Media Services Assistant I
Media Services Assistant II
Necessary Small High School Clerical Support
Payroll Analyst
Phototypesetter
Principal Clerk
Principal School Office Manager
Print Shop Equipment Operator
Print Shop Finisher
Program Analyst
Programmer Analyst
~~High School Registrar~~ Registrar High School
School Office Manager
Secretary
Security Operations Dispatcher/Clerk
Senior Account Clerk
Senior Account Specialist Clerk EPSDT Medi-Cal
Senior School Office Manager
Senior Secretary Alternative/Small Schools
Senior Secretary
Senior Typist Clerk
Special Education Student Information Systems Specialist
Student Enrollment Coordinator
Student Enrollment Specialist
Student Records Technician
Student Resource Technician
Switchboard Operator/Receptionist
Test Program Associate
~~High School Treasurer~~ Treasurer High School
~~Textbook and Instructional Material Coordinator~~
Typist Clerk
Use Permit Technician

2. The Parties will meet every year in November to review and/or update at least three (3) job descriptions that have not been reviewed and/or updated within a six (6) year period.

MDUSD

Kaui Auana
[Signature]
[Signature]
Steph
Lauren Ashton
Karen
[Signature]
[Signature]

CST

Ruth A. Scott
George A. Barnett
Nikki McKay
[Signature]
[Signature]
P. Antonio Canes
[Signature]
[Signature]
Jane J. [Signature]
Leah O'Kelley

TA: 2-5-2024, 2:48 pm

ARTICLE 6
GENERAL TERMS RESPECTING LEAVES OF ABSENCE

11. Break in Service

No leave of absence granted by the District shall be deemed to be a break in service. An unpaid leave of absence which exceeds thirty (30) days shall result in adjustment of longevity, step increase and seniority dates.

12. Return from Leaves

- a. An employee returning from paid leave shall return to the position held prior to taking such leave, provided the position still exists. An employee returning from an improvement of health leave of less than six (6) months or a combination of paid leave and improvement of health leave of less than six (6) months, shall be returned to the site and position held prior to taking such leave, provided the position still exists. In all other cases, employees returning from leave may accept a position in a lower classification if there is no vacancy available in his/her current classification. Seniority shall follow the unit member to the lower classification.

The employee will be offered a position in a lower classification only after the vacancy has been posted for lateral transfer and/or promotion. When a position in the unit member's former classification becomes available, the member will be offered the position **before it is posted**. Once the unit member accepts a position in a lower classification, he/she must remain in the specific position in order to retain his/her right to return to the classification he/she held prior to taking the leave.

- ~~b. An employee returning from leave may accept a position in a lower classification if there is no vacancy available in his/her current classification. Seniority shall follow the unit member to the lower classification.~~

~~The employee will be offered a position in a lower classification only after the vacancy has been posted for lateral transfer and/or promotion. When a position in the unit member's former classification becomes available the member will be offered the position before it is posted.~~

~~Once the unit member accepts a position in a lower classification, he/she must remain in that specific position in order to retain his/her right to return to the classification he/she held prior to taking the leave.~~

- ~~c. No employee returning from leave shall have greater right to a position than they would have if they had not gone on leave.~~

13. Continuation of Health, Dental and Vision Coverage

An employee on unpaid leave may continue his/her coverage under the District's health, dental, vision and life insurance plans then in effect, or changed during the period of leave. The employee shall remit the full cost of the premium to the District one (1) month in advance. An employee on paid leave shall continue to have the premium payments made by the District as provided in this Agreement.

14. Immediate Family

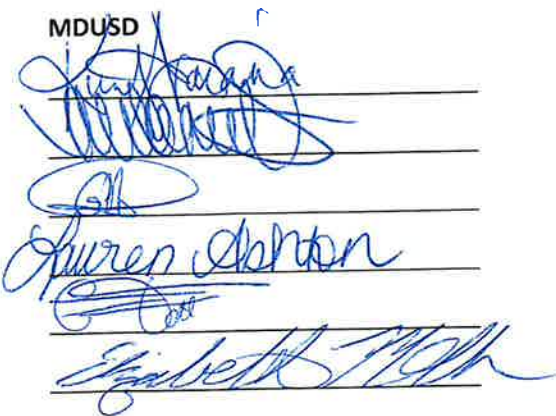
"Immediate family" means husband or wife, mother or father, sister or brother, son or daughter, mother-in-law or father-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law of the employee or the employee's spouse; grandchild of the employee or of the employee's spouse; grandmother or grandfather of the employee or of the employee's spouse; uncle or aunt of the employee or of the employee's spouse; niece or nephew of the employee or of the employee's spouse; step-parents of the employee or of the employee's spouse; or any person residing in the immediate household.

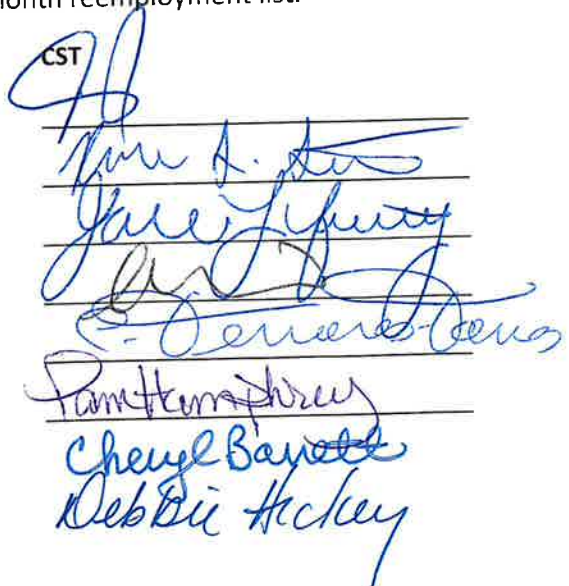
15. General Leave

- a. The employee may be granted up to thirty (30) days unpaid leave with prior approval of the Director of ~~Personnel~~ Human Resources or designee.
- b. Unpaid leave beyond thirty (30) days or paid leave, in such amounts as may be decided, may be granted at the discretion of the Board of Education.
- c. Leave for retraining and study may be applied for under this Article.
- d. This leave is additional to any other leave provided by this Agreement.

16. 39-Month Reemployment List

Pursuant to the Education Code Section and Board Policy an employee who has used all leaves paid and unpaid shall be placed on a 39-month reemployment list.

MDUSD

A column of five handwritten signatures in blue ink, each written over a horizontal line. The signatures are: 1. A large, stylized signature. 2. A signature that appears to be 'John'. 3. A signature that appears to be 'Auren Ashton'. 4. A signature that appears to be 'Elizabeth'. 5. A signature that appears to be 'Elizabeth'.

CST

A column of seven handwritten signatures in blue ink, each written over a horizontal line. The signatures are: 1. A large, stylized signature. 2. A signature that appears to be 'John A. ...'. 3. A signature that appears to be 'Gary ...'. 4. A signature that appears to be 'Gary ...'. 5. A signature that appears to be 'Dennis ...'. 6. A signature that appears to be 'Pam ...'. 7. A signature that appears to be 'Cheyl Bayette'. 8. A signature that appears to be 'Debbie Hekey'.

TA: 3-18-2024 at 1:15pm

ARTICLE 7
PERSONAL NECESSITY LEAVE

17. Entitlement

An employee may use his/her accumulated sick leave in cases of personal necessity. Use of sick leave under this item is limited to fifteen (15) days in any fiscal year.

18. Verification

The employee may be required to furnish additional information.

19. Notification and Conditions of Use

~~The employee must notify the District's absence management system of the reason for the absence no later than one (1) hour before his/her shift is to begin on the first day absent, unless conditions make notification impossible. In the event notification is not possible through the absence management system, the employee shall notify his/her immediate supervisor, or authorized designee by email, text or phone.~~

- a. Reasons which shall be considered as personal necessities are the following and prior notice is not required:
- 1) Death of a member of the immediate family. This is in addition to normal bereavement leave.
 - 2) Accident involving his/her person or property, or the person or property of a member of the immediate family.
 - 3) Serious or critical illness of a member of the immediate family calling for the services of a physician.
- b. An employee shall give prior notice of the use of personal necessity leave. The employee must notify the District's absence management system of the reason for the absence no later than one (1) hour before his/her shift is to begin on the first day absent, unless conditions make notification impossible. In the event notification is not possible through the absence management system, the employee shall notify his/her immediate supervisor, or authorized designee by email, text or phone for the following reasons:
- 1) Appearance in any court or administrative tribunal as a litigant.
 - 2) Personal Business. This does not include any vacation or recreational use or any use related to employment either present or prospective. The business must be something that cannot be accomplished other than

MDUSD proposal to CST : 2-5-2024, 3:26 pm

TA: 3-18-2024 at 1:16 pm

ARTICLE 12
INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

24. **Accrual and Definition**

An employee shall receive sixty (60) work days leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the employee becomes ill or is injured while he/she is serving the District and the accident or illness is reported to the agency handling Workers Compensation claims in accordance with their regulations and the agency accepts responsibility for the treatment of the employee.

25. **Non-Accumulation**

Allowable leave shall not be accumulated from year to year.




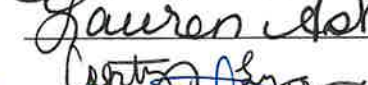
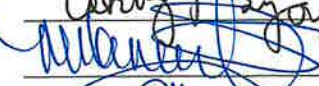

26. **Administration**

- a. Industrial accident or illness leave shall commence on the first day of absence.
- b. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers Compensation laws of this State, exceed the normal wage for the day.
- c. Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers Compensation.
- d. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
- e. The industrial accident or illness leave shall be used in lieu of sick leave benefits. When entitlement to industrial accident or illness leave under this Article has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers Compensation laws of this State at the time of the exhaustion of benefits under this Article, he/she shall be entitled to use only so much of his/her accumulated and available sick leave and vacation leave, which,


when added to the Workers Compensation award, provides for a day's pay at the regular rate of pay.



- f. During all paid leaves of absence, whether industrial accident leave as provided in this Article, sick leave, vacation, compensatory time or other available leave provided by law or by this Agreement, the employee shall endorse to the District wage loss benefit checks received under the Workers Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Article.
- ~~g. Any employee receiving benefits provided in this Article shall, during the periods of injury or illness, remain within the State of California unless the Superintendent authorizes travel outside the State:~~
- h. The Superintendent or designee shall require certification by the attending physician that the employee is medically able to return to and perform the duties of his/her position.
- i. An accident report shall be filed with the General Counsel's Office within twenty four (24) hours after the occurrence of the accident.

MDUSD




Lauren Ashton




CST



Cheryl A. Barrett
Dubbii Shelton

Liam Humphrey
Stephen Carver


Julie Perry
Lisa O'Kelly

CST proposal to MDUSD: 2-5-2024, 2:59 pm

MDUSD counter proposal to CST: 3-18-2024 at 1:25 pm

TA 3-18-2024 at 5:55 pm

ARTICLE 18
SICK LEAVE

37. Accrual

- a. A full-time employee accrues sick leave at the rate of **one (1) day** ~~one and a half (1.5) days~~ for each month of service. A part-time employee accrues sick leave on a prorated basis.
- b. At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- c. Sick leave does not accrue during periods of absence without pay that are over two (2) weeks, but does accrue during all periods of leave with pay.

38. Notice of Sick Leave

- a. In order to receive compensation while absent on sick leave, the employee must notify the District's Absence Management System no later than one (1) hour before his/her shift is to begin on the first day absent, unless conditions make notification impossible. In the event notification is not possible through the Absence Management System, the employee shall notify his/her immediate supervisor, or authorized designee by email, text, or phone. At least one day prior to his/her expected return to work, the employee must notify his/her supervisor in order that any employee filling the position on a substitute basis may be terminated.
- b. In addition, the absence must be entered in the District Absence Management System. If help is needed, the employee can first refer to the site Office Manager; if further help is needed, the employee should contact their school's assigned HR substitute help person. At the end of the month the employee shall sign the appropriate absence confirmation form.

39. Verification

- ~~a. In order to receive compensation while absent on sick leave, the employee must notify his/her supervisor no later than one (1) hour before his/her shift is to begin on the first day absent, unless conditions make notification impossible. At least one day prior to his/her expected return to work, the employee must notify his/her supervisor in order that any employee filling the position on a substitute basis may be terminated.~~
- b. The District reserves the right to require medical verification of illness for shorter periods of time when there is probable cause to require such verification. Prior written notice of such requirements shall be given to the employee unless the District has reasonable cause to believe the employee's use of sick leave is related to a concerted activity.

- c. If the District directs an employee to secure medical verification from a doctor of the District's choice, the District shall pay the cost of such verification.

40. **Extended Sick Leave**

~~After all regular sick leave, accumulated compensatory time, vacation or other available paid leave have been exhausted and additional absence due to illness or accident is necessary, The employee shall receive the difference between his/her own salary and the amount paid to a substitute, and benefits if previously receiving benefits, to a total of an additional five (5) months.~~ Following current CA Education Code for classified employees, and effective with leaves that start after July 1, 2023, leaves that are provided by the terms of this or other articles in this CBA, including comp time, and vacation time, are part of, and will concurrently overlap with, an employee's 5 months of extended sick leave. While on extended sick leave, the employee shall receive the difference between their own salary and the amount paid to a substitute, and benefits if previously receiving benefits, to a total of five (5) months.

~~However, An employee will be asked and required to confirm prior to, or at the very beginning of, their leave if they would like to utilize part or all of their total earned but unused vacation leave balance to replace their full workdays/daily FTE (i.e. 8 hours) in order to continue to be compensated. ((This option is exclusive of, and may not apply, when any current laws or rare instances (e.g. receipt of initial family temporary disability insurance benefits) allow an employer to require an employee to use vacation leave (See Cal. Unemp. Ins Code § 3303.1(e)).~~

If there is no substitute filling the position, the employee will receive their full pay.

41. **Sick Leave Donation**

The purpose of this procedure is to allow a Local One (CST) unit member to donate a limited amount of his/her accrued sick leave days to another unit member due to the unit member's catastrophic illness or injury.


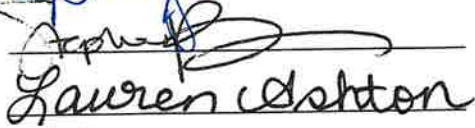

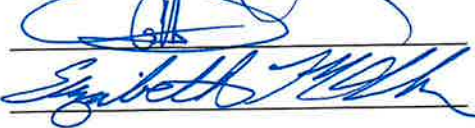

Catastrophic illness or injury means an unexpected and/or life-threatening illness or injury to the employee that is expected to incapacitate the employee for an extended period of time.

Procedures:




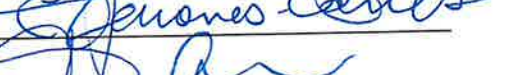



- a. When an employee determines that he/she wishes to donate some of his/her accrued sick leave days to a specific employee in need, he/she shall fill out the appropriate form.
- b. Prior to receiving a donation, the employee will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential. The District will then make a determination as to whether the receiving employee is qualified for the donation and if the employee wishes to receive donations.
- c. If the transfer of sick leave days is approved by the District the employee may donate a minimum of eight (8) hours to a maximum of forty (40) hours, provided the employee does not reduce his/her sick leave accrual below two hundred and forty (240) hours.

- d. No employee is eligible to receive the donation if he/she has used more than his/her current annual entitlement of sick leave or personal necessity/business leave in two of the last three years, except the District may waive this provision in verified instances of continuing illness or injury.
- e. Participation is voluntary; donation is irrevocable and confidential.
- f. Workers' compensation claims are excluded from this program.
- g. The unit member shall first use the balance of his/her current annual entitlement, then his/her accumulated days, vacation days and compensatory time. Donated days shall run concurrently with extended leave.
- h. The combination of all paid leave, inclusive of the summer recess, shall not exceed 12 calendar months. It is expected that if the illness/disability is to exceed this period of time, the employee should apply for PERS disability allowance, if applicable.
- i. The District has responsibility and authority for the final decision regarding participation in this program.

MDUSD

CST

MDUSD proposal to CST 2-26-2024, 2:44 pm

TA: 3-18-2024 at 1:16 pm

**ARTICLE 19
MILEAGE**

42. Compensation

Employees required by the District to use their own auto in performance of their duties and employees who are assigned by the District to more than one (1) work site shall be reimbursed at a rate, adjusted annually on July 1, at a per-mile rate equal to that allowed, without itemization, by the Internal Revenue Service for:

- a. Travel between work sites approved by the District.
- b. Meetings or activities assigned or approved by the District.
- c. Other work-related responsibilities approved by the District.

43. Approval

Reimbursement for required mileage shall be for miles actually driven and not include travel to and from home.

44. Limitation

One-way mileage to meetings or activities within the District shall not exceed twenty five (25) miles.

MDUSD

Jim Arana
Erin M. Walsh
Lauren Ashton
Kathy
Michelle
Al

CST

Paul A. ...
Cheryl A. Bennett
Debbie Kelly
Mike ...
Tom ...
Gene ...
Lee O'Kelly

MDUSD proposal to CST: 2-26-2024

TA: 3-18-2024 at 1:17pm

**ARTICLE 20
EMPLOYEE EXPENSES AND MATERIALS**

45. Employee Materials

The District shall pay for the rental, cleaning and maintenance of uniforms required by the District to be worn and used by employees in the following classes:

- a. Copy Machine Operator
- b. Print Shop Equipment Operator
- c. Print Shop Finisher
- d. Computer Operator
- e. The District may provide and require the use of identification badges, emblems and cards for unit members at no cost to the employees.

**ARTICLE 20
EMPLOYEE EXPENSES AND MATERIALS**

45. The District may provide and require the use of identification badges, emblems and cards for unit members at no cost to the employees.

MDUSD

[Handwritten signatures for MDUSD]

CST

[Handwritten signatures for CST]

ARTICLE 22
EVALUATION

47. Purpose

Evaluation is designed to appraise the performance of an employee for the following purposes:

- a. To assist the employee with the development of his/her greatest potential.
- b. To assess the performance of the employee.
- c. To commend the employee for distinguished performance.
- d. To notify the employee of a needs to improve and/or unsatisfactory performance.

48. Immediate Supervisor

Employees are to be evaluated by their immediate supervisor who is not a unit member. ~~Upon initial employment, or when a change of immediate supervisor occurs, the employee is to be notified in writing as to who the immediate supervisor is and what date the next evaluation is to be completed.~~

49. Frequency of Evaluation

All permanent unit members shall be evaluated on the same annual schedule during the months of January and February. ~~Employees on the 5th step in classification will continue to be evaluated every other year during the same 2-month period as all other permanent unit members.~~

50. Evaluation Discussion:

- a. Permanent unit members will be given at least two (2) days' notice of their evaluation discussion. If, after receiving notice, the employee is absent on the day of the scheduled evaluation discussion, the District, at its option, can hold the evaluation discussion on the first day of the employee's return or any point thereafter without further notice.
- b. Probationary employees shall be evaluated at the end of their second and fifth months of employment. The probationary period is six (6) months in length from the first day of employment. If the employee is absent during the probationary period, then the probationary period will be extended by the length of the absence and the employee will ~~not automatically advance to permanent status.~~ to the extent permitted by law. Probationary unit members will be given at least two days notice of their evaluation discussion.
- c. Nothing in this article is intended to alter the District's current ability to release probationary employees with or without cause.
- d. The District shall notify the employee in writing if he or she fails probation before the end of the probationary period.

51. Evaluation Forms

The form shall be developed by the District in consultation with the Union and attached as Appendix C.

52. Discussion of Evaluation

- a. The evaluator and the employee shall discuss the evaluation prior to its being filed. The employee shall sign the evaluation. (Such signature does not indicate that he/she agrees with the evaluation.)
- b. When an employee is rated below Satisfactory in any factor, the evaluator shall give reasons for such rating and specific recommendations for improvement. Ratings shall not be subject to the grievance procedure. Evaluators are encouraged to complete the "Recommendations" and/or "Commendations" section of the evaluation form.
- c. The employee shall be informed of his/her right to prepare and have filed with the evaluation any written comments thereon which the employee wishes to make. The comments shall be prepared within ten (10) work days of the evaluation conference and shall be attached to the evaluation.

MDUSD

Kurt Harana
Stephan
Lauron Ashton
County of
Alameda
6th
Elizabeth M. H.

CST

Cheryl A. Barnett
Debbie Hickey
Tom Humphrey
Stephanie Jones
John
Julie J. Perry

CST proposal to MDUSD: 2-5-2024, 3:05 pm

MDUSD counter proposal to CST 2-26-2024, 1:14 pm

CST counter proposal to MDUSD 3-18-2024 at 1:43

TA 3-18-2024 at 5:59 pm

ARTICLE 26: SAFETY

57. Immediate Physical Harm

If a safety hazard will lead to the immediate physical harm of the employee, the District shall respond immediately.

58. Reports of Unsafe Conditions

A. Each employee shall report, in writing, any unsafe condition in his/her working environment to his/her immediate supervisor. That supervisor shall, within ~~ten (10)~~ fifteen (15) work days, respond in writing to the employee, including the AFSCME Union Representative stating what will be done to make the condition safe, or, if no action will be taken, the reason(s) why. This form will be online and developed collaboratively between CST, HR, and M & O. This form does not supersede the work order process or timeline.


59. Decisions under CAL/OSHA and S.B. 198


The District shall abide by any final determination made pursuant to the California Occupational Safety and Health Act and shall comply with the mandates of S.B. 198.

60. Safety Committee

The District safety committee shall maintain the current level of employee representation. The CST representative(s) assigned to the Safety Committee shall be afforded the opportunity to attend such meetings. Released time with pay shall be granted for this purpose. The Safety Committee shall meet regularly.


MDUSD






Lauren Ashton

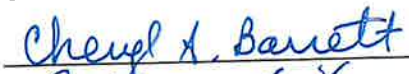
Kathy Lee








Elizabeth York

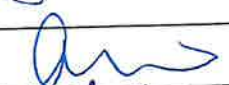
CST

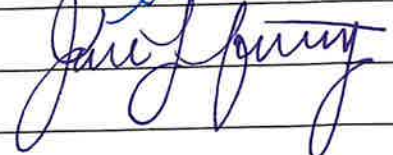












ARTICLE 31
HOURS OF WORK

81. Full-time

- a. All full-time employees work an eight (8) hour day, forty (40) hours per week.
- b. The work week shall consist of five (5) consecutive days. Primarily the work week shall be Monday to Friday, except for the employee(s) assigned to the ~~data processing department~~ Department of Information Technology (IT) and security section of the Maintenance and Operations Department.
- c. In the event that the assigned work week of a unit position is to be changed to different days, notice of the change shall be made to each affected employee, and to Local One, at least twenty (20) work days prior to such change, except in case of emergency. Any qualified employee may request to be assigned to the new work week or, if scheduled for reassignment to a different work week, may request reassignment to a position within the class which has the work week the employee is currently working. Involuntary reassignments shall be limited to one (1) month duration and assigned in reverse seniority on a rotating basis.
- d. An assignment which includes Saturday and/or Sunday as part of the regular work week shall be paid at the regular rate for classification plus ten (10) percent during the period of such assignment.
- e. Employees hired subsequent to the date of the execution of the contract whose assignment may be subject to change shall be so informed at the time of initial employment whenever the employer is aware of such potential reassignment. Any employee so informed may be subject to an involuntary change in work week for an indefinite period that shall include permanent reassignment.
- f. Full-time employees shall have an unpaid duty-free lunch period of at least thirty (30) minutes to be taken as near the midpoint of the day as possible and a paid fifteen (15) minute rest period in the morning and in the afternoon as determined by the District.
- g. An employee who is requested (and accepts) or required by his/her supervisor to work during his/her lunch period shall be remunerated for all time worked during the normal lunch period in accordance with the provisions of Article 5. However, this does not prohibit the supervisor and employee from adjusting the lunch period or work day to provide for an alternate lunch period.
- h. Rest periods shall not be cumulative nor shall they be used to shorten the work day.

82. Part-time

- a. All part-time personnel are employed for a fractional part of an eight (8) hour day or less than forty (40) hours per week.

- b. All part-time employees employed for four (4) consecutive hours per day or more will have a fifteen (15) minute rest period.
- c. A part-time employee working five (5) hours per day or more shall be entitled to an unpaid duty free thirty (30) minute meal period which shall be scheduled by the immediate supervisor.
- d. An employee who is requested (and accepts) or required by his/her supervisor to work during his/her lunch period shall be remunerated at his/her regular hourly rate. However, this does not prohibit the supervisor and employee from adjusting the lunch period or work day to provide for an alternate lunch period.

83. Assigned Hours

- a. The actual hours of duty time shall vary at work locations, dependent upon individual assignments.
- b. The District shall assign a fixed shift and fixed number of hours to each position at the beginning of each school year. This assignment shall be made in writing.
- ~~c. Once the hours of work are established by the immediate supervisor, including variables in yearly work assignment such as student vacation periods and modified school day, they shall not be changed for an individual employee except in accordance with Section 83d. (reference is "e").~~
- d. Employees shall be assigned a work week upon initial employment within a classification. The number of hours in the work week shall not be voluntarily reduced except in accordance with the following procedure. With good cause, an employee may request a reduction in his/her hours. The request shall be for an unpaid leave of absence. The initial request may not exceed one calendar year. Should the leave not be approved the position will be filled by the incumbent at the original hours. If the incumbent does not desire the position at the original hours, the employee's alternative would be to resign, participate in the transfer process or request consideration for job sharing per Section 84. If the position becomes vacant, the District will either fill the position at the original hours or proceed to reduce the hours in accordance with Article 36 (Layoffs).
- e. The starting and ending time of the shift may be changed due to changes in bell schedules, slip reading schedules, bus schedules, for safety of employees, by mutual agreement or other just cause, given to the employee in writing and subject to challenge in the grievance procedure, ~~or by mutual agreement.~~
- f. Where a site has more than one shift and the shift need not be associated with a particular assignment, the persons within the classification shall be assigned on the basis of seniority, with the most senior employee having the right to select his/her shift, rotating until all assignments have been made.

84. Increase in Part-time Assignment

- a. An employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive work days or more, shall have his/her basic assignment changed to reflect the longer hours.
- b. If a part-time employee's average paid time, excluding overtime, exceeds his/her average assigned time by fifteen (15) minutes or more per work day in any calendar month of the school year, the hours paid per day for compensable leaves of absence, vacation and holidays in that month shall be equivalent to the average paid time per working day in that month, excluding overtime.
- c. When additional hours are authorized for a part-time position by the Director of Personnel, the assignment shall be offered to the incumbent. If the incumbent does not wish to continue in the assignment, the vacancy shall be posted pursuant to Article 39.

85. Shift Differential

- a. Differential compensation is provided in the form of a paid one-half (1/2) hour meal break for all employees who work more than five (5) hours on an evening or night shift. In addition, employees assigned to the night shift (11 PM to 7 AM) receive a two and one-half (2 1/2) percent salary differential. This differential is based on their assigned monthly or hourly regular rate of pay.
- b. Employees whose normal work day is divided into shifts separated by periods in excess of one (1) hour shall receive a paid one-half (1/2) hour meal break.
- c. Security Operations Dispatcher/Clerks shall receive a twelve and one-half (12.5) percent salary differential for weekday shifts worked from either 3 PM to 11 PM or 11 PM to 7 AM and all weekend shifts. This amount is comprised of the ten (10) percent differential set forth in Paragraph 79 (d) above and an additional two and one half (2.5) percent differential and applies only to Security Operations Dispatcher/Clerks.

86. Job Sharing

- a. Job sharing is a plan whereby two (2) people share the responsibilities for one (1) identifiable full-time position.
- b. Mutual agreement between the two (2) employees, the immediate supervisor, and the Director of Personnel or designee, is required before a job-sharing agreement can be implemented.
- c. In addition to mutual consent, the following conditions must exist in order for job sharing to be approved:
 - 1) Both employees must hold permanent status in the classification. Employees may request a voluntary demotion to previously held classifications in order to participate.
 - 2) The District shall not bear any additional expense as a result of the job sharing.
- d. Salaries of participants will be paid on a proportional basis.

- e. The District shall fund medical, dental, and vision benefits on a pro rata basis where job sharing participants provide the remaining premium payment to the District in advance.
- f. A job-sharing situation can be terminated by the District if there is just cause for such termination. The job-sharing participants affected shall be given a written statement of the reasons for the termination. Upon termination of the job-sharing arrangement by the District, the job sharing participants affected shall revert to the full- or part-time status held prior to such job sharing.
- g. With District approval, an employee may withdraw from job sharing. In the event approval is denied, the employee may apply for transfer to a longer hour position(s) under the transfer section of this agreement.
- h. If one of the participants in the job-sharing program resigns, goes on leave, or returns to full-time employment, the position being shared shall be filled by the remaining participant if he/she so requests.
- i. No classification within the bargaining unit shall be unreasonably excluded from the job-sharing program.

MDUSD

Kari Arana
Debra
Lauren Ashton
Kathy
[Signature]
[Signature]
Epithel Wick

CST

Cheryl A. Bennett
Debbie Healey
Tom Humphrey
Deborah
[Signature]
June Fitting

TA 2-26-2024, 1:16

(Article 33)

94. Holiday Entitlement

A. Employees are entitled to payment for authorized holidays, provided they were scheduled to work during any portion of the work day immediately preceding or succeeding the holiday. The authorized holidays include:

January 1 (New Year's Day)

Third Monday in January (Dr. Martin Luther King, Jr.'s Birthday)

Third Monday in February (President's Day)

Cesar Chavez Day

A day during the Spring Recess (Board Holiday)

Last Monday in May (Memorial Day)

Juneteenth

July 4 (Independence Day)

First Monday in September (Labor Day)

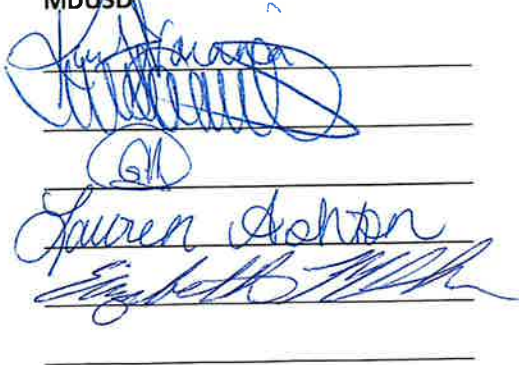
November 11 (Veteran's Day)

Thanksgiving Day

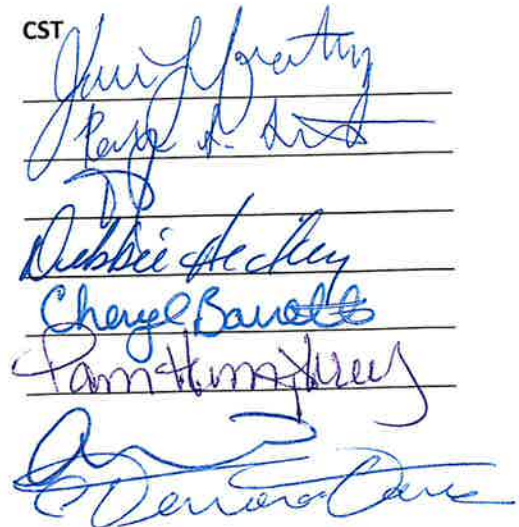
Day after Thanksgiving Day y (Board Holiday)

December 25 (Christmas Day)

MDUSD


The MDUSD section contains four handwritten signatures in blue ink. The first signature is partially obscured by a large scribble. Below it is a circled 'SL'. The second signature is 'Lauren Ashton'. The third signature is 'Elyse M...'. There are two blank lines below the last signature.

CST


The CST section contains five handwritten signatures in blue ink. The first signature is 'Judy Grayson'. The second signature is 'Lynn A. ...'. The third signature is 'Debbie Heckley'. The fourth signature is 'Cheryl Banell'. The fifth signature is 'Tammy ...'. The sixth signature is 'Dennis ...'.

CST proposal to MDUSD: 2-26-2024, 1:56 pm

MDUSD counter proposal to CST: 3-18:2024 at 1:32 pm

TA: 3-18-2024 at 3:52 pm

ARTICLE 42: SALARY ADMINISTRATION

135. Bilingual Pay

- A. CST unit members who are identified by Superintendent or designee pursuant to c. below, and who meet all of the criteria in b. below, will be eligible to receive a five percent (5%) increase ("stipend") above their regular rate of pay.
- B. To be eligible for the stipend, the unit member must:
 - 1. demonstrate a fluent oral and written command of the primary language other than English by successfully passing the bilingual assessment test for clerical and secretarial unit members;
 - 2. use a language other than English throughout the work day as part of his or her normal job duties to serve the students and community; and
 - 3. occupy an eligible position identified by the Superintendent or designee per paragraph 135c.
- C. The Superintendent or designee is solely responsible for identifying the school sites, departments, and person(s) that will be eligible to receive the stipend, and for determining if an employee is eligible for the stipend under the criteria as set forth above.
- D. Unit members who perform bilingual services, but who do not qualify for the five per cent (5%) stipend per paragraph a-c above, may still be eligible for Out of Classification compensation per paragraph 134.
- E. At the time of hire, the District will notify all employees of the opportunity to test to provide testing for bilingual services at those sites or programs identified in section C.

MDUSD

Kat Arana
Elizabeth Walsh
Frank
Lauren Ashton
Wendy
[Signature]

CST

Marion L. Sut
Cheryl A. Barrett
Debbie Hickley
Mike P.
Sam Thompson
Ernesto Torres
[Signature]
Julie [Signature]
Leah O'Keefe