

TENTATIVE AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT AND  
CSEA MT. DIABLO CHAPTER 43  
MARCH 15, 2011

**Term:**

This agreement shall have a 3 year term July 1, 2010 through June 30, 2013.

**Prior Agreements:**

This agreement incorporates all tentative agreements reached prior to mediation.

- **Salary Administration**

Employees shall have the option to have their regular yearly salary paid in twelve checks per year. Once the employee exercises the option to have their regular yearly salary paid in twelve checks per year, (s)he will be unable to change the election for the remainder of that fiscal year.

- **Evaluation**

Teachers and other non-management personnel shall not be present during the evaluation conference.

A yearly timeline for evaluation will be established rather than the use of anniversary dates.

- **Mileage**

The mileage rate paid by the District changes in accordance with the time of change of the applicable Internal Revenue Service regulations.

**Health Benefits:**

- **Cap:**

- Beginning January 1, 2011 employee pays 100% of any increase from the 2010 Kaiser rate for each cost tier for the 2010-2011 contract year and for all subsequent years of the contract term.
- District continues to pay full cost of vision and dental benefits for all employees working 4 or more hours per day and 20 or more hours per week.
- Employee deductions implementing the cap for the January 1, 2011, through April 1, 2011, which would have been deducted on the payrolls of December 31, 2010, through March 31, 2011, will be spread across the remaining pay periods in the benefit year (April 30, 2011 through November 30, 2011).
- Employees who separate from the District will have any remaining balances owed deducted from their final pay check.

- **Proration:**
  - Newly hired employees as of April 1, 2011 working a minimum of 7 hours per day and 35 hours per week qualify for District-paid health benefits equivalent to what the District pays for full time employees.
  - Newly hired employees as of April 1, 2011 working between 4 – 6.9 hours per day and 20 – 34.5 per week qualify for prorated District-paid health benefits using a divisor of 7 hours.
  - Employees who work less than 4 hours per day are ineligible for District-paid health benefits.

#### **Retirement Health Benefit and Incentive**

- If the employee notifies the District by April 15, 2011 of intent to retire by June 30, 2011 the employee will not be required to: take furlough days for the 2010-2011 school year or have a cap on the employee's retiree medical benefit or have those benefits prorated.
- Effective with retirement notices received on or after April 15, 2011 post-retirement health benefits shall be capped at the 2010 one-party Kaiser rate and prorated based upon the retirees FTE in accordance with the proration calculations listed under Health Benefits above.

#### **Furlough Days**

- For 2010-2011: Employees whose regular work calendar is 226 days or less will take three furlough days. Employees whose regular work calendar is 227 days or more will take four furlough days.
- For 2011-2012 and 2012-2013: Employees whose regular work calendar is 194 days or less will take five furlough days. Employees whose regular work calendar is 195 days will take six furlough days. Employees whose regular work calendar is 196 – 209 days will take seven furlough days. Employees whose regular work calendar is 210 – 235 days will take eight furlough days. Employees whose regular work calendar is 236 days or more will take nine furlough days.

#### **Me Too Clause**

Parties agree that for terms of the agreement, if the District and other recognized exclusive representative (excluding MDEA, MDSPA) negotiate a total compensation increase in excess of what CSEA is receiving, then CSEA will receive the same. It is understood that this clause will not be triggered by crediting the 4 furlough days taken by DMA members in 2009-2010 toward the number of furlough days to be taken during this 2010-2013 contract cycle.

#### **Reopener language**

If District funded Base Revenue Limit changes by \$45 per ADA or more from the District's 2010-11 Funded Base Revenue Limit per unit of ADA during the term of agreement, then either party can reopen of salary, benefits or furlough days.

**Waiver Issues**

The District and CSEA are agreeing to settle these issues through the UPC process (see tentative agreement 9/28/10 which is not incorporated by reference herein).

Julie Braun Martin 3/15/11

Signed by: Julie Braun Martin      Date

Assistant Superintendent, MDUSD

Carol Bruno 3/15/11

Signed by: Carol Bruno      Date

President, CSEA

Rob Norman 3/15/11

Signed by: Rob Norman      Date

Business Agent, CSEA