



Public Employees Union, Local One

THE UNION FOR PUBLIC EMPLOYEES
ORGANIZED 1941

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April 14, 2021

Dr. Adam Clark, Superintendent
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

**Mt. Diablo Unified School District
CST Unit
Sunshine Contract Proposals
2021-2024**

Dear Dr. Clark,

Pursuant to Article 45 (#148), Successor Agreement, and discussions with District Staff, the Union is hereby presenting proposals for a successor agreement between the Union and the District. The Union is very interested in exploring avenues of enhancing the working conditions of our bargaining unit members, particularly in the areas of wages, hours of work, and benefits, as well as other areas that affect our employment with the District. We would like to meet to initiate dialogue for the improvement of the MOU that will include, but is not limited to the following articles:

ARTICLE 2 – Coverage

2a. (*Add New Language) The Parties will meet every two years or as needed to update job descriptions.

ARTICLE 8 – Religious Observance

19. Seeking improved language to allow for employee to use sick leave hours or personal leave bank for observance of religious holiday of their faith.

Article 14 – New Parent Leave

28. (*Entitlement) Seeking improved language whereby if both parents are employees of the District, both employee(s)/new parent(s) shall each be afforded the 12 work weeks of bonding leave. Time shall not be shared between the two parents.

Article 18 – Sick Leave Accrual (*Improvement to the rate accrual)

A full-time employee accrues sick leave at the rate of one and a half (1.5) days for each month of service. A part-time employee accrues sick leave on a prorated basis.

Notice of Sick Leave (*Housekeeping to reflect current practice).

Immediately upon return to work after such absence, the employee shall fill out the appropriate form to update their information into frontline to report for reporting such absence and submit it to their supervisor. 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 the District Absence Management System Help Desk in Personnel Services.

ARTICLE # 24 – Application

District Policies and Procedures. (*Housekeeping. The Parties shall work together to clarify current language in this article)

Current language states... *District Policies and procedures have no application to the employees covered by this Agreement to the extent that the subject matter of such policies and procedures are covered to any extent by this Agreement.*

ARTICLE # 26 – Safety

56. Reports of Unsafe Conditions (*Proposing to amend/Improve response time). After the employee reports in writing, any unsafe condition in his/her working environment to her/her immediate supervisor shall promptly respond with ten (10) work days, respond in writing to the employee, stating what will be done to make the condition safe, or, if no action will be taken, the reason(s) why.

Safety Committee (Language clarification shall state how many will attend the committee meetings as well as the frequency of such meetings)

The District safety committee shall maintain the current level of employee representation. Two CST members shall be afforded the opportunity to attend such meetings. Release time with pay shall be granted for this purpose. The Safety Committee Shall meet quarterly.

ARTICLE # 32 – Vacation

90 C. Remove current language “c” to allow scheduling dates/option to be chosen by the employee themselves.

Current language states: *If an employee’s vacation has not been scheduled, after a reasonable effort has been made, the District may schedule the employee’s vacation. This vacation schedule shall be to the employee in writing, thirty days in advance, with an explanation as to why it was necessary for the*

supervisor to schedule the employee's vacation. If employee does not believe that a reasonable effort was made to schedule his/her vacation, he/she may appeal to the Executive Director, Human Resources, or his/her designee. The Executive Director, Human Resources or his/her designee's decision shall be final.

*Housekeeping – Updating shall occur to chart as listed to reflect the current CST classifications/work year.

ARTICLE #33 – Holidays

94. Holiday Entitlement (*Add an Additional Holiday) Employees shall be entitled to payment for authorized holidays, provided they were in a paid status during any portion of the workday immediately preceding or succeeding holiday. (New language) The authorized holidays shall include: A day in February in observance of Lincoln's Birthday.

ARTICLE # 34 – Discipline

101 h. Remove/strike the term “immoral” as the term is already used.

101 o. House Keeping clean-up of language. Remove “service” and change to “position”. (Current wording is as follows: *Mental or physical incapacity detrimental to the efficiency of the classified service*).

102 a. Disciplinary Procedure for Involuntary Reassignment, Demotion, Suspension, and/or Dismissal (*Amend language to clarity)

Administration Leave – An employee may be immediately placed on paid administrative leave, pending a hearing, when his/her continuing presence would be seriously detrimental to the welfare of the District, students, or employees. Such leave may be ordered by the Director of Personnel after the employee has been notified of the **specific** allegation(s).

ARTICLE #35 – Substitute Coverage

104. Application (*Remove first paragraph subsection b keep 2nd paragraph of subsection b) – Keep - All positions within the CST unit member shall have the ability to request a substitute after the third (3rd) work day of the absence if qualified substitutes are available.

ARTICLE # 37 – Substitute Coverage 116. Testing Procedures (*Housekeeping – Replace with correct word(s) and clarify the current practice. Address/Update correct validation times associated with tests taken)

b. If an individual applies for a vacancy at his/her same salary level and written test is the same as for her/her current position or applies for a vacancy in a lower classification for which the same skills are required but to a lesser degree, he/she is not required to take the written examination for the position being sought. However, he/she is still required to ~~complete~~ compete in the interview process. (List of “same test” positions attached as Appendix B)

c. If an individual successfully completes the written test but is not chosen for the promotion following the interview process, the written test results are valid for ~~two (2)~~ five (5) years for that classification plus lower classifications for which the same skills are required but to a lesser degree. In such a case, it is still the individual’s responsibility to apply for subsequent promotion opportunities during the ~~two~~ five (5) year period. All members will have a (30) thirty-day grace period after expiration of the ~~two~~ (2) five (5) year period. During the grace period, members can still apply and interview for promotional openings.

g. If a unit member passes a portion of the written test but not the entire test, and wants to retake it, the unit member shall only be required to retake the portion(s) not passed. The validation time period of ~~two (2)~~ five (5) years commences once all portions of the test have been passed. All portions of the text must be passed within a twelve (12) month period to trigger the validation time period of ~~two (2)~~ five (5) years.

ARTICLE # 42 – Salary Administration (p.49) – 131 Longevity Pay

131. (*Proposing an increase in longevity pay) The District shall increase the longevity pay to 5% per increment. Extra pay for continued service with the District is provided under a longevity-pay plan. Employees completing ten (10) years of continuous service shall receive an additional five (5%) percent of their salary schedule rate and an additional five percent (5%) each four (4) years thereafter.

133. Temporary Assignment Out of Classification

- a. (*Proposing language change) An employee assigned by his/her supervisor to perform duties other than those of the classification to which he/she is currently assigned shall receive an upward salary adjustment of five percent (5%) *across the board, with out need to complete an hourly time sheet, above his/her regular rate of pay, for the entire period of the temporary assignment. I.E.; if the assignment is ongoing monthly, the member shall receive the full five percent (5%) pay differential for the entire month, ongoing, until the assignment is complete or the work is no longer needed to be done.*
- b. (*Proposing language change) If the duties are of a higher classification, the employee shall be placed on the salary range for the higher classification during the temporary assignment, *with out need for an hourly timesheet to completed.* The step placement shall be to that step which provides at least a five percent (5%) increase above the employee’s regular rate of pay.

ARTICLE # 43 – Salary (*Seeking salary adjustments/improvements. Applying the me-too language for the contract year.)

2021/2024 The District Shall provide a salary increase to all bargaining unit employees, across-the-board, effective July 1, 2021, July 1, 2022 and July 1, 2023.

The District shall provide for a 6% raise each year of the three (3) year contract across the board for all positions.

“Me Too” Agreement – for 2021, 2022, and 2023 School Years. If there is an increase in total compensation for another bargaining unit, represented or unrepresented, Public Employees Union Local 1 shall receive the equivalent increase in total compensation.

The parties should agree that if the District and other recognized exclusive representatives and unrepresented groups subsequently negotiate a total compensation increase in excess of what CST will receive under this contract, then CST shall receive the same increase based on its proportional share of total compensation expenditures of the District for all employee working groups. Compensation is defined as salary, benefits, cash in lieu of benefits, and days of work. This “me too” agreement shall be considered part of the agreement for the agreed upon contract term.

ARTICLE # 44 – Employee Benefits * Seeking improvements. Change(s) to the cap as well as improvements to cash in lieu

135 Coverage (*Change to the Cap):

- a. The District will pay up to 100% of the 2020 Kaiser CalPERS rate, by level, for single, employee + 1 and family plan who work at least 4 hours a day and/or 20 hours a week. Moving forward, in each subsequent Benefit Year, the District will adjust the District payment up to 100% of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar cost increase does not exceed 4 percent of the then current dollar cost. Should the dollar cost increase in any year exceed 4 percent, the District share will be calculated to include the 4 percent increase and the dollar amount over 4 percent increase shall be paid by the Employee, unless the District and CS negotiate a different amount. If this is the case, the District share will be less than 100% of the then current Kaiser CalPERS rate, unless the District and CST negotiate a different amount.

143. **In Lieu of Medical Coverage** *Improve and Update the current Kaiser rate that the District provide as the in-lieu amount.

ARTICLE 45 – Term

150. Amend Agreement to reflect a closed Agreement from July 1, 2021, through June 30, 2024

151. Successor Agreement. The Union and the District shall present proposals for a Successor Agreement no later than March 30, 2024

Housekeeping shall occur throughout the contract (i.e. Updating terms/departmental Names such as Personnel to Human Resources and the correct numerical order of the Table of Contents).

On behalf of the members of the Mt. Diablo Unified School District CST Unite and AFSCME Public Employees, Local One we reserve the right to add, amend or modify any article of the contract that are the subject of the collective bargaining agreement process. We are looking forward to collaboration and cooperation between the parties to negotiate a successor agreement. Please contact me via email, dan.harper@ca.afscme57.org, to schedule mutually convenient times to meet at the bargaining table.

Sincerely,

Dan Harper
Union Representative
AFSCME Council 57 Public Employees, Local One

CC: Negotiating Team Members