

TENTATIVE AGREEMENT
between the
MT. DIABLO UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
DECEMBER 6, 2022

The Mt. Diablo Unified School District (District) and the California School Employees Association (CSEA), 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 for the 2023-2024 and 2024-2025 school years as set forth in Article 39.


1. Tentative Agreements. This Tentative Agreement incorporates the following revisions to Articles 5 (Grievance Procedure), 6 (Hours of Work), 7 (Overtime), 8/E (Vacation), 19 (Personal Necessity Leave, 21 (Sick Leave), 22 (Inservice), 23 (Salary Administration), 24 (Salary), 25 (Benefits), 30 (Discipline), 32 (Layoff Procedures), 33 (Promotion), 36 (Transfer), 39 (Term), 41 (Summer School), and Appendices C (Summer School) and A (Salary Schedule) of the Collective Bargaining Agreement (“CBA”).
2. Full Article Revisions. The Parties agree to incorporate the changes made pursuant to this Tentative Agreement to reflect the changes made to the CBA.
3. Retroactivity of Agreements. Unless specifically noted in one of the attached Tentative Agreements, the changes made pursuant to these Tentative Agreements take effect upon ratification and final approval of the Tentative Agreements or at a later date if noted. The salary increase for the 2022-2023 school year provided under Article 24 shall be retroactive and applies to increase the CSEA Salary Schedule for that year. The retroactive salary increase applies only to base employee salary and does not apply to time sheets submitted prior to the date of approval and final ratification of this Agreement. The retroactive salary increase for the 2022-2023 school year shall be paid within sixty (60) days of ratification and final approval of this Agreement.
4. Effective Date. The Agreement shall become effective upon approval by CSEA and the District, as evidenced by the signature of the CSEA and District designees and by ratification of the CSEA unit members and the District Board of Education.
5. Technical Changes. The Parties agree to work together to review the CBA make any necessary corrections to the CBA, Index and Appendix to reflect agreements and update cross references.
6. Changes in Contract. With the exception of the changes referenced in this Agreement, all other contract language will remain status quo.

FOR DISTRICT



Ryan Sheehy, Director, Human Resources

FOR CSEA




Annie Nolen, CSEA President



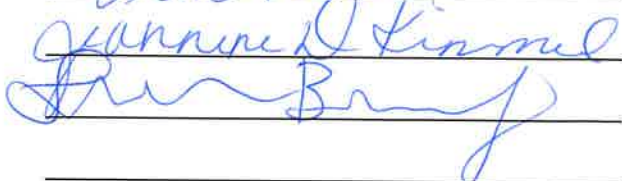


Kimberley Montano

MDUSD



CSEA



 Kelly Ann Owen


JB

RS

**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43**

October 19, 2022

ARTICLE 5

GRIEVANCE PROCEDURE

8. Definitions

The following definitions control the meaning of the terms as used in this procedure.

- a. "Grievance" means a complaint of one or more employees that they have been adversely affected by a violation, misapplication, or misinterpretation of this Agreement.
- b. "Grievant" means the Association, the employee or employees filing the grievance.
- c. "Immediate Supervisor" means the person at the lowest administrative level who has been designated management or supervisory and who assigns, reviews, or directs the work of the employee.
- d. "Party" means the grievant and the District.
- e. "Work Day" means a day when the administrative offices of the District are open.

9. Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure but, with the mutual agreement between the District and CSEA, the time limitation for any step may be extended.

10. Presentation

An employee or his/her representative, or both, may present a grievance while on duty. The grievant shall be limited to not more than two (2) representatives. If there is more than one grievant no more than two (2) grievants may participate at any one time while on duty. However, additional grievants may participate with the mutual agreement of CSEA and the District.

11. Representation

The grievant may be represented by CSEA or, as provided by law, the employee may represent him/herself at any formal step of this procedure. If the grievant is

RS

represented by him/herself, CSEA retains the right to be present at any formal step of the procedure as an observer. Five (5) working days prior to any formal grievance hearing, the District shall notify CSEA of time, date, and place of all self-represented grievance presentations. For purposes of this notification requirement Step 1 is not considered a formal step. CSEA shall be limited to not more than two (2) observers.

12. Informal Discussion - Step 1

The alleged violation should be discussed with the immediate supervisor.

13. Formal Grievance - Step 2 (Immediate Supervisor)

a. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) ~~ten (10)~~ work days after the event or circumstances occasioning the grievance, if the employee knew or should have known of the event or circumstances.

b. A formal grievance shall be initiated in writing on a form prescribed by the District and approved by the Union and shall be filed with the immediate supervisor. The form shall be completed to show the following:

- I. Grievant(s) name and work location.
- II. Grievant(s) work function.
- III. The date the grievance is delivered to the immediate supervisor.
- IV. The provision(s) of the agreement alleged to have been violated.
- V. The circumstances of the grievance (concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
- VI. The remedy sought by the grievant(s).
- VII. The name of the representative, if any, chosen by the grievant(s).
- VIII. Remarks.
- IX. The signature(s) of the grievant(s).

c. Within fifteen (**15**) ~~ten (10)~~ work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant. If the grievant is not represented by the Union, a copy shall be sent to the Union.

14. ~~Formal Grievance - Step 3 (The Appropriate District Administrator or School Principal)~~

~~a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision in writing within ten (10) work days to the appropriate district administrator or school principal. The~~

~~grievant shall identify each aspect of the immediate supervisor's decision with which the grievant disagrees.~~

~~b. The appropriate district administrator or school principal shall have a conference with the grievant and consider as fully as he/she deems necessary the circumstances of the grievance.~~

~~c. Within fifteen ten (10) 15 work days of the filing of the appeal to Step 3, the appropriate district administrator or school principal shall respond in writing to the grievant. That response shall state the administrator or school principal's view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Union, a copy shall be sent to the Union.~~

15. Formal Grievance - Step 3 4 (Chief, Human Resources or Designee)

a. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision in writing within **fifteen (15)** ~~ten (10)~~ work days to the Chief, Human Resources or his/her designee. The grievant shall identify each aspect of the appropriate district administrator or school principal's decision with which the grievant disagrees.

b. The Chief, Human Resources or his/her designee shall investigate the grievance as fully as he/she deems necessary, and may provide for conferences with the grievant, who shall continue to have his/her right of representation. The Chief, Human Resources or his/her designee shall respond within **fifteen (15)** ~~ten (10)~~ work days of the appeal to the grievant. That response shall state the Chief, Human Resources or his/her designee's view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Union, a copy shall be sent to the Union.

16. Formal Grievance - Step 5 4 (Arbitration)

CSEA may submit the grievance to final and binding arbitration if the grievant is not satisfied with the disposition of the grievance at Step 4 3.

Such submission by CSEA must be made within fifteen (15) working days after service of the decision, in writing, to the Chief, Human Resources or his/her designee. That demand shall identify each aspect of the Chief, Human Resources or his/her designee's decision with which the grievant disagrees. The District and CSEA shall select a mutually acceptable arbitrator.

Should they be unable to agree to an arbitrator within ten (10) working days of the Union's submission of the grievance to arbitration, submission of the grievance shall be made to the California State **Mediation and Conciliation Service** with a request that a list of arbitrators be submitted. Selection of the arbitrator shall be by alternate striking of names from the list. Either party shall have the right to reject any list in its entirety and request a new list.

17. Modification

The arbitrator shall have no power to add to, delete, or amend the terms of the Agreement.

18. Cost

The cost of the arbitrator shall be shared equally by the District and CSEA.

19. Attendance at Hearing

The District agrees that employees shall not suffer loss of compensation from District employment for time spent as a grievant, representative, or witness at a hearing held pursuant to this procedure.

20. Notice to Union

When the grievant is not represented by the Union, no solution shall be finally approved until the Union is given a statement in writing of the proposed solution and five (5) work days to file a response.

21. Recording of the Hearing

At the request of either party, a recording of the hearing shall be made. The cost of the recording shall be borne by the party requesting it. The recording shall be of such quality as to permit the preparation of an accurate record.

22. Waiver of Step

By mutual consent, any step of the procedures may be waived by the District and CSEA.

23. Union Stewards

- a. CSEA may designate Union Stewards for the purpose of processing grievances. Such stewards shall collectively be entitled to utilize up to 96 hours of paid release time per month for this purpose.
- b. CSEA shall notify the District in writing of those members of CSEA designated as Union Stewards and any subsequent changes.
- c. The Union Steward shall request release time in writing from his/her immediate supervisor and shall report in upon return to duty. That release shall not be unreasonably denied.
- d. Upon entering another work location, the Union Steward shall identify him/herself, if possible, to the supervisor in charge of that location and state the purpose and expected duration of the visit.
- e. The Union Steward may be denied permission by the District's representative to talk to the employee on his/her duty time if that will unduly interfere with the employee's work. Any disagreement over this

access shall be immediately referred to the Chief, Human Resources for determination. Provision of this remedy shall not bar use of the Grievance Procedure.

For the District

For CSEA




10/19/22

Ryan Sheehy
Director of Human Resources

Annie Nolan 10-22-22

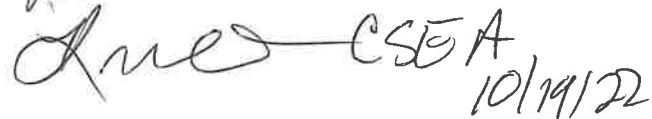
Annie Nolan, President, CSEA
NOTE



LPR


U.P. CSEA

Vicki Pham Treas CSEA 10/19/22


CSEA
10/19/22

RS
RB

**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43
November 30, 2022**

**ARTICLE 6
HOURS OF WORK**

24. 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.
- 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 CSEA, 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 position within the class which has the work week the employee is currently working.

- 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 7. 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.

25. Part-time

- i. All part-time personnel are employed for a fractional part of an eight (8) hour day.
- j. All part-time employees employed for four (4) consecutive hours per day or more will have a fifteen (15) minute rest period. Whenever possible the rest period should be scheduled at the midpoint of their day.
- k. 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.
- l. 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.

26. Assigned Hours

- a. The actual hours of duty time shall vary at work locations, dependent upon individual assignments, except that special education assistants employed prior to October 28, 1986 shall primarily be assigned at least six (6) hours per day. Special education assistants employed after October 28, 1986

may, at the discretion of the District, be assigned less than six (6) hours per work day.

- 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. Any employee may request in writing, once a year and/or upon change of classification, to receive in writing their salary and calendar information that will include total days (including holidays), hours per day, total hours, vacation hours, total paid hours, hourly rate/step, longevity and annual salary. The document will be provided in ten (10) business days after the request is received.
- 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 §26d.**
- 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 §29. If the position becomes vacant, the District ~~will~~ **shall** either fill the position at the original hours or proceed to reduce the hours in accord with Article 32 (Layoff Procedures).
- 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, other just cause given 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.
- g. **Bargaining unit members shall be paid or provided time within the work day (training is either conducted on paid time or via timesheet) for any and all training that is a job or district requirement (for example, mandated reporter training, blood-borne pathogen training).**

27. 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 position by the Chief, Human Resources, the position shall be posted for transfer pursuant to Article 36 (Transfer), unless there is an incumbent in the position, in which case, with the prior approval of CSEA, the incumbent shall be offered the additional hours. If the incumbent accepts the additional hours the position shall not be posted. If the incumbent declines the hours, the position shall be posted for transfer. If mutual agreement is not reached, the position shall be posted for transfer pursuant to Article 36 (Transfer). CSEA's approval shall not be withheld for arbitrary or capricious reasons.
- d. ~~Pilot Program Increase in Hours to School Day: The District will, in consultation with CSEA, initiate a pilot program to investigate extending CSEA bargaining unit members hours to the instructional school day.~~
 - i. ~~A committee comprised of two (2) CSEA members and two (2) District members will begin researching the willingness of CSEA bargaining unit members and the cost of extending bargaining unit members hours to the instructional school day.~~
 - ii. ~~The committee will start with Title One school sites for the 2023-2024 school year.~~
 - iii. ~~The committee will set a schedule of future meetings at the first meeting which will be held no later than April 1, 2023~~

28. 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.
- 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.

29. 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 Chief, Human Resources 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:
 - i. Both employees must hold permanent status in the classification. Employees may request voluntary demotion/reduction to previously held classifications in order to participate.
 - ii. 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 and dental 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 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's 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.

For the District






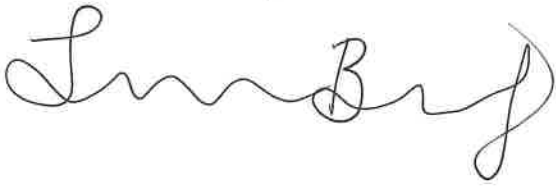
For CSEA



 Ryan Sheehy
 Director of Human Resources



 Annie Nolen, President, CSEA






 Kerin Kinnel


**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43**

December 6, 2022

ARTICLE 7

OVERTIME

30. Overtime Compensation Defined

Upon prior approval of the immediate supervisor, an employee may work overtime in an emergency or for any other valid reason. Overtime is work:

- a. On holidays. All employees assigned to work on holidays will receive cash compensation or compensatory time off at a rate of time and one-half in addition to the regular pay received for the holiday.
- b. In excess of eight (8) hours worked in any one (1) day.
- c. In excess of forty (40) hours worked in any one (1) week.
- d. Performed on the sixth or seventh day in any one (1) work week where an employee's assignment has averaged four (4) hours or more during the previous five (5) consecutive days.
- e. Performed on the seventh day in any one (1) work week where an employee's assignment has averaged less than four (4) hours during the work week.

31. Overtime Compensation

Overtime may be taken as compensatory time off (CTO) paid at the rate of one and one-half (1 1/2) times the hours worked or paid at the rate of one and one half (1 1/2) times the employee's hourly rate of pay at the employee's option. Compensatory time off shall be used within one (1) year from the date on which it was earned. The employee and supervisor shall ~~decide~~ designate the form of compensation prior to the employee working the overtime. Once the employee and supervisor have agreed on the designation ~~has made a designation~~, it shall not be subject to change. Where the employee has designated CTO, the employee shall request the scheduling of that CTO. If the employee's request for CTO has been denied, the employee shall be paid in cash at the end of one (1) year.

32. Additional Pay Minimum

Any employee required or requested to work other than at his/her regularly scheduled time shall be entitled to a minimum of two (2) hours compensation at the appropriate hourly rate for the duration of time worked.

Pursuant to the Department of Industrial Relations, "[r]eporting time pay for hours in excess of the actual hours worked is not counted as hours worked for purposes of determining overtime."

33. Overtime - Equal Distribution

Overtime or extra hour offers shall be distributed and rotated as equally as is practical among employees in the same classification within each department/section/site, as applicable.

34. Refusal of Extra Work

Except under extraordinary circumstances, a unit member required to work other than during his or her regularly assigned hours shall be entitled to decline such assignment.

For the District



Ryan Sheehy
Director of Human Resources

For CSEA



Annie Nolen, President, CSEA

JB

RS

**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43**

October 19, 2022

ARTICLE 8

VACATION

35. "School-Day-Only" Employees and Employees Paid on Variable Payroll

- a. Employees who work during the school year only (School-Day-Only Employees) are paid for their vacation hours as part of their monthly salary. Since School-Day-Only employees are paid for their vacation hours as part of their monthly salary, they are ineligible to take days off for vacation.
- b. Employees who are paid on the variable payroll from time sheets are paid for their accrued vacation twice a year on January 10 and July 10.

36. Vacation Scheduling (Employees Who Work Beyond the School Year)

- a. The parties shall comply with Appendix E that applies to employees who work beyond the school year and who are eligible to take days off for vacation.

37. Vacation Accrual

CSEA employees are 10 month employees as designated by the number of days worked each year.

- a. An employee assigned to a regular full-time position earns vacation at the rate of one and ~~one-sixth (1-1/6)~~ working days for each month of paid service. An employee assigned to a regular part-time position earns vacation at the same ratio as his/her work assignment bears to a full-time assignment.
- b. Beginning with the fifth year of service, vacation is earned at the rate of one and one-half (1 1/2) days for each month of service. Beginning with the eleventh year of service, vacation is earned at the rate of two (2) working days for each month of service. Vacation accrual for an employee with a ~~twelve (12)~~ **ten (10)** month assignment is summarized as follows:

1-4 years of service **10 44** work days per year

25
PB

5 - 10 years of service
11 and more years of service

15 18-work days per year
20 24 work days per year

CSEA agrees.

38. Vacation Computation

For purposes of computing vacation accrual, a year of service is defined as nine (9) months worked in any fiscal year. A break in service or a leave without pay that exceeds three (3) months in any fiscal year will delay the increased vacation accrual rate.

39. Vacation Eligibility

New employees accrue vacation but are ineligible to take and shall not be paid for vacation, and a terminating employee will not be paid for any earned vacation accrual, until such employee has completed six (6) months of service.

APPENDIX E

This Appendix applies to employees who work beyond the school year. The parties agree to remove current paragraphs 40 - 42 from the contractual agreement and replace them in this Appendix because these provisions do not apply to the large majority of employees in the unit who work during the school year only. If the District significantly increases the number of employees who work beyond the school year, this Appendix shall be bargained back into the contractual agreement.

40. Vacation Scheduling (Employees Who Work Beyond the School Year)

a. Vacation absences are granted with the approval of the employee's immediate supervisor. Effort will be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the District and the work load of the school or department. The supervisor shall approve or deny vacation in writing within five (5) work days of the request on the prescribed district request form.

The denial shall be in writing. Vacation requests shall not be denied unreasonably.

b. Subject to the conditions listed in 41a, if there is any conflict between employees who are working in the department as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.

c. 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 provided to the employee in writing, thirty (30) days in advance, with an explanation as to

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

41. Vacation Accumulation

- a. Employees are to take earned vacation leaves no later than the end of the year immediately following the year in which the vacation has been earned, except that an employee may elect to carry over up to ten (10) days of vacation in addition to one (1) year's entitlement.
- b. The District shall pay the employee for any days in excess of the accumulations described in paragraph "a" above, but only after every effort has been exhausted to schedule the vacation time.
- c. Unearned vacation time may be granted in advance under unusual circumstances with prior approval of employee's supervisor and the Chief, Human Resources or his/her designee.

42. Interruption of Vacation


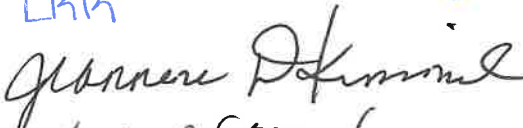




An employee shall be permitted to terminate vacation leave in order to begin bereavement or sick leave as provided in this agreement without a return to active service provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. Use of sick leave under this section is limited to serious illnesses which are of at least three (3) days duration and which are substantiated by a statement from the employee's practitioner/physician.

For the District

For CSEA


10/25/22
Ryan Sheehy
Director of Human Resources


10-25-2022
Annie Nolen, President, CSEA


LRP

Gannett

Kimberle
V.P. CSEA

Mungu

Mike

Ken

MDUSD to CSEA on October 5, 2022 at 12:41pm
CSEA to MDUSD on 10/5/2022 @ Time: 10:50am
CSEA to MDUSD on 10/25/2022 @ Time: 10:25 am
MDUSD to CSEA on 10/25/2022 @ Time:

TENTATIVE AGREEMENT

ARTICLE 19 PERSONAL NECESSITY LEAVE

67. 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 ~~ten (10)~~ seven (7) days in any fiscal year.

68. Verification

An absence form stating the conditions which caused the absence shall be submitted to the employer indicating that sick leave was used for personal necessity. The employee may be required to furnish additional information.

69. Conditions of Use

- a. Reasons which shall be considered as personal necessities are the following and prior notice is not required:
 - i. Death of a member of the immediate family. This is in addition to normal bereavement leave.
 - ii. Accident involving his/her person or property, or the person or property of a member of the immediate family.
 - iii. 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 for the following reasons:
 - i. Appearance in any court or administrative tribunal as a litigant.
 - ii. 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 during the employee's regular working hours, or deferred to a more convenient date to accommodate the work schedule.
 - iii. Religious observance.

70. Discretionary Days

Up to four (4) ~~two (2)~~ ~~three (3)~~ days of personal necessity may be utilized at the discretion of individual unit members each school year ("Discretionary Days"). Unit members shall give their supervisor three (3) school days advance notice of their intention to use Discretionary Days. Such notice shall be tendered, in writing, and Discretionary Days shall also be entered into the District's substitute notification system at least three (3) school days prior to utilization. Such Discretionary Days shall be included in the allotted ~~ten (10)~~ seven (7) days of personal necessity leave which may be used during each school year.

MDUSD to CSEA on October 5, 2022 at 12:41pm
CSEA to MDUSD on 10/5/2022 @ Time: 10:50am
CSEA to MDUSD on 10/25/2022 @ Time: 10:25 am
MDUSD to CSEA on 10/25/2022 @ Time:

For CSEA:

Annie Palmer
Jessica Skimmel
Hilary Ann O
Kerby Norton
Walter Phab
Ariz Clark
Laurie B...

For MDUSD:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

**Tentative Agreement Between
Mt. Diablo Unified School District and**

California School Employees Association, Chapter 43

December 6, 2022

ARTICLE 21

SICK LEAVE

71. Accrual

- a. A full-time employee accrues sick leave at the rate of one (1) day 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.

72. Notice of Sick Leave

- a. 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, 1 hour prior to the shift start.
- b. For multiple day absences, if returning earlier than the anticipated return to work date, the employee must notify the absence management system a minimum of twelve (12) hours prior to the start of the work shift in order that any employee filling the position on a substitute basis may be notified that they are excused from the assignment.
- c. Following each month during which an absence occurs, the employee will submit an absence notification form and submit it to the office manager or a designee of that manager via email or by mail at the assigned site.

73. Verification

a. Verification by a doctor may be required after an absence of five (5) consecutive working days or ten (10) work days within any twenty (20) consecutive work day period. If the absence continues for more than five (5) consecutive working days and the doctor's verification does not state the length of the absence, or if the employee's leave extends beyond the period stated on the doctor's verification, the District may require the employee to obtain an updated medical verification stating the length of absence recommended by the doctor.

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. If any time off is used to see, get to and from, or travel to the District's chosen Doctor, the employee shall be reimbursed for travel at the IRS rate of reimbursement, and compensated at their pro-rata hourly rate for the time to see the Doctor.

d. Medical verification shall be presented to the supervisor, or designee, within 15 working 40 days of the absences excused by the medical note.

74. 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. ~~During extended sick leave, the employee must use regular and accumulated sick leave (Education Code 45191) and then are eligible for difference pay or full pay if substitute not hired (Education Code 45196) for a total of 5 months between.~~ The above sick leave, based upon the exhaustion of all available paid leave is part of the 5-month time. Employees shall update the Doctor verification specified in 73a in order to receive Extended Sick Leave.

75. Sick Leave Donation Procedure

The purpose of this procedure is to allow a CSEA 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.
 - I. If the transfer of sick leave days is approved by the District, employees who work less than four (4) hours per day or twenty (20) hours per week may donate a minimum of four (4) hours to a maximum of twenty (20) hours, provided the employee does not reduce his/her sick leave accrual below one hundred and twenty (120) hours.
 - II. If the transfer of sick leave days is approved by the District, employees who work four (4) hours or more per day or twenty (20) hours or more per week may donate a minimum of six (6) hours to a maximum of thirty (30) hours, provided the employee does not reduce his/her sick leave accrual below one hundred and eighty (180) 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. Worker compensation claims are excluded from this program.
- g. The unit members shall first use the balance of his/her current annual entitlement, and then his/her accumulated days vacation days and compensatory time. Donated days shall run concurrently with extended leave.
- h. The combination of all donations to any one employee shall not exceed twelve (12) calendar months. It is expected that the

illness/disability is to exceed this period of time, the employee should apply for PERS disability retirement.

i. The District has responsibility and authority for the final decision regarding participation in this program.

For the District



Ryan Sheehy
Director of Human Resources

For CSEA



Annie Nolen, President, CSEA

JP

**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43
November 30, 2022**

**ARTICLE 22
INSERVICE**

76. Inservice Entitlement

An employee shall be entitled to be released from duty with pay one (1) day per year for vocational training. That training must relate to present employment or a promotional opportunity.

Given the need for mandatory trainings to be received by all employees regarding Child Abuse Prevention, Mandated Reporter Responsibilities, and Blood Borne Pathogens, the District will pay and/or provide release time to permit employees to attend and/or complete the mandatory trainings.

77. Inservice Approval

The day to be used and the program attended are subject to prior approval of the immediate supervisor. That approval shall not be unreasonably withheld.

78. Site Planning Days

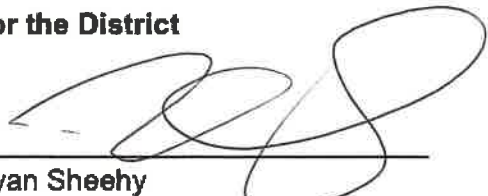
Paraprofessionals, whose first required day of service is the first instructional day or later, may work prior to the first instructional day if they receive prior written approval from an administrator authorizing them to do so.

79. Designated CSEA Inservice Date

~~In addition to any release time provided above, all CSEA bargaining unit members shall be released from duty with pay on _____ [DATE] for training to be provided by MDUSD. The training curriculum will be chosen with consultation from the CSEA chapter executive board.~~

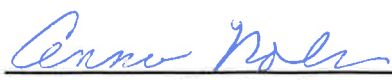
79. In addition to any release time provided above, CSEA bargaining unit members who are not assigned to work on the District teacher in-service days, will may-at the District's discretion be provided training to be provided by MDUSD on either the fall or the spring in-service days. The training curriculum will be chosen with consultation from the CSEA chapter executive board. Compensation will be provided at the employee's hourly rate.

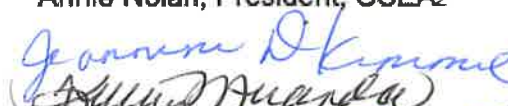
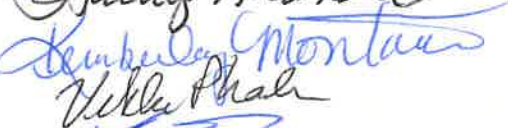

For the District



Ryan Sheehy
Director of Human Resources

For CSEA



Annie Nolan, President, CSEA






JB 13

MDUSD to CSEA on October 19, 2022 at 10:42 am

CSEA to MDUSD on October 25, 2022 @ Time: 10:26 am

MDUSD to CSEA on October 25, 2022 @ Time:

TENTATIVE AGREEMENT

ARTICLE 23

SALARY ADMINISTRATION

79. Definitions

Base pay is defined as the hourly rate of pay of each classification on CSEA's salary schedule.

Enhanced Base pay is defined as Base Pay plus special compensation items. Extra pay for continued service with the District is provided under a longevity-pay plan and is included in an employee's earnings as special compensation as a percentage on the enhanced base pay. Longevity is calculated using base pay plus special compensation which includes: shift differentials, temporary upgrade pay, off salary schedule pay and special assignment pay. Longevity pay, including compensation that is reported to CalPERS, shall meet the legal requirements.

80. Initial Placement

All new employees assigned to a regular position shall receive the first step of the salary range for the class to which the position is assigned **unless after review by a Human Resources Administrator, it is deemed that the candidate has relevant experience working in another school district or related field. In this case, the candidate would receive steps of payment comparable to the years of experience, not to exceed step 7.** ~~In specific instances where unusual difficulty exists in filling a position, or where a candidate possesses exceptionally high qualifications, initial placement on other than the first step may occur with appropriate approval of the District Superintendent and the Board of Education.~~ CSEA agrees to this language.

The District shall place any newly created bargaining unit classification(s) on the salary schedule, subject to negotiation with CSEA regarding the appropriate wage rate. Pending the outcome of such negotiations the District may fill position(s) in the new classification(s) at the District-determined wage rate.

81. Step Increase

An employee occupying a regular full-time or part-time position shall advance to the next higher step on the appropriate salary range following completion of six (6) months of probationary service in the class. The employee's Anniversary Date shall be established for future five (5) percent annual merit step adjustments at this time. Such Anniversary Date shall be established on the first day of the month; or, the first day of the following month if the first increment date falls during the sixteenth (16th) to the end of the month.

Following the initial merit step advancement, succeeding step adjustments shall be granted annually on the employee's established Anniversary Date. The merit step advancement may be denied or delayed if the employee's evaluator gives him/her an overall rating of unsatisfactory. Denial of a step increase shall be subject to the grievance procedure of this Agreement.

82. Salary on Promotion/Reduction or Demotion

a. When an employee is promoted he/she shall be placed on a step on the new range which shall result in an increase of at least five (5) percent, providing such placement shall not exceed the final step of the new range. When such placement would result in an increase in excess of the final step, the employee shall be placed at the final step of the new range. Upon completion of the probationary period in the new class, the employee shall be moved one (1) step, in accordance with Article 23, §81 (Step Increase), providing he/she is not at the final step.

b. **Employees who accept a voluntary reduction or demotion in classification, hours, or pay will be placed at or above their current salary in the new classification. Step. For example, if an SEA 2 at Step 5 takes a voluntary demotion to an SEA 1 that employee shall be placed at SEA 1 Step 5.**

83. Salary on Reclassification

When, as a result of reclassification of a position, the salary range of the position is moved upward, incumbents in the reclassified position(s) shall be placed at a step on the new range which will result in an increase of at least five (5) percent, providing such placement shall not exceed the final step of the new range. When such placement would result in an increase in excess of the final step, the employee shall be placed at the final step of the new range.

When a reclassified employee is placed on Step 1 as a result of reclassification, he/she shall be entitled to movement to Step 2 at the end of six (6) months, except that such step advancement is subject to the provisions of Article 23, §81.

This process is separate and distinct from the reclassification process contained in Article 34 (Reclassification).

84. Longevity Pay

Extra pay for continued service with the District is provided under a longevity-pay plan and is included in an employee's earnings as special compensation as a percentage on the enhanced base pay. Employees completing ten (10) years of continuous service shall receive an additional three point five (3.5) percent of their salary schedule rate. An additional three point five (3.5) percent of the employee's salary schedule rate is received with the completion of each four (4) year period thereafter.

85. Time of Payment

Employees shall be paid on the last working day of the month in which the work is performed. Extra duty assignments and overtime shall be paid no later than the tenth (10th) day of the calendar month following the month in which the work was performed provided the work was completed by the twentieth (20th) day of the month.

The payment(s) schedule for summer school service shall be discussed between the parties prior to the start of summer school.

86. Temporary Assignment Out of Classification

- a. Out of Classification Pay - An employee assigned by his/her supervisor to perform duties other than those of the classification to which he/she is currently assigned for a period of five (5) work days or more within a fifteen (15) calendar day period, shall receive an upward salary adjustment of five (5) percent above his/her regular rate of pay for the period of the temporary assignment. This is the same regardless of whether it is above or below their current classification. To be compensated for Out of Classification Pay, the employee must have prior approval by their supervisor, and complete a timesheet for any work completed ~~and must be working in a position that currently has a vacancy.~~ and must be working in a position that currently is unfilled for the days of work that they are assigned.

Negotiation Note
 (an employee who is assigned to work for four or fewer days over a 15 day period to perform other duties other than those of the classification in which they are assigned would not receive out-of-classification pay pursuant to this section. But an employee who was assigned 5 or more days over a 15-day period would receive the out-of-classification pay)

b. Temporary Upgrade Pay – If the duties are of a higher classification, the employee shall be placed on the salary range for that higher classification during the temporary assignment. The step placement shall be to that step which most nearly provides a five (5) percent increase above the employee's regular rate of pay. The employee shall not perform their regular duties during the assigned Temporary Upgrade Pay time period. Temporary Upgrade Pay must be approved by the employee's current supervisor and the supervisor of the classification in which the employee is to perform temporary work. Temporary Upgrade Pay duties shall be assigned a set start and end date prior to implementation.

87. Erroneous Pay Warrant/Payroll Notification

a. If the employee is issued an erroneous pay warrant, the employee shall notify the District of the error as soon as possible and a new warrant shall be issued within five (5) work days of the date such error is reported in writing to the District.

b. Employees shall be notified in advance of any payroll adjustment due to paycheck recalculation or any other reason. In the event of an overpayment by the District, the repayment shall be negotiated and must be agreed upon by the employee prior to deductions from the employee's paycheck. If no agreement is reached, the District may pursue the matter in civil court.

88. Lost Pay Warrants

If a pay warrant is lost, damaged or destroyed, the employee shall notify the District and a new pay warrant shall be issued within ten (10) calendar days of the date of issue of the warrant, if it was mailed, and within three (3) days if it was not mailed to the employee.

89. Specialized Physical Health Care Assistance Differential

Assignments determined to require specialized physical health care assistance shall receive a five (5) percent differential.

90. Bilingual Pay

a. CSEA 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 (5) percent increase ("stipend") above their regular rate of pay.

b. To be eligible for the stipend, the unit member must:

I. Demonstrate a fluent oral and written command of the primary language other than English by successfully passing the bilingual assessment test;

II. 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

III. Occupy an eligible position identified by the Superintendent or designee.

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. This is a yearly stipend which must be reviewed prior to implementation each year.

d. Unit members who perform bilingual services, but who do not qualify for the five (5) percent stipend per paragraph a-c above, may still be eligible for Out of Classification compensation per paragraph 86.

For CSEA:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For MDUSD:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43
December 6, 2022**

**ARTICLE 24
SALARY**

FOR ~~2019-20~~ 2022-23 SCHOOL YEAR

91. — ~~Status quo [no change].~~

Retroactive to July 1, 2022, all unit members shall receive an ongoing, on-schedule salary increase of **Fifteen and one half (15.5%) Sixteen (16%) seven and one half (7.5%) eight five and one half percent (5.5%) (8%)**

FOR ~~2020-21~~ 2023-24 SCHOOL YEAR

92. — ~~Effective July 1, 2020, all unit members shall receive a one-time, off-schedule payment of two-percent (2.0%) effective July 1, 2020, provided each of the following occur:~~

- ~~a. The District submits to the County Office of Education, and has obtained, a statutory positive budget certification for the second interim MYP; and~~
- ~~b. The County Office of Education approves the increase pursuant to the statutory AB1200 process;~~
- ~~c. If each of the contingencies set forth in Sections 92.a through 92.b above occur, the retroactive increase agreed to by the parties will be paid by April 15, 2021, or 45 days after the contingencies above are met, whichever is later.~~

Effective July 1, 2023, all unit members shall receive an ongoing, on-schedule salary increase of **four percent (4%) eight two and one half percent (2.5%) (8%)**.

FOR ~~2021-22~~ 2024-25 SCHOOL YEAR

93. — ~~The Parties shall reopen pursuant to Article 39.~~

94. — ~~The parties shall reopen no later than date pursuant to Article 39.~~

95. — ~~All other contract provisions shall be closed through June 30, 2022, excluding articles identified as reopeners pursuant to Article 39.~~

Effective July 1, 2024, all unit members shall receive an ongoing, on-schedule salary increase of **eight two percent (2%) (8%)**.

ME TOO AGREEMENT

96. — ~~The parties agree that if the District and other recognized exclusive representatives and/or unrepresented groups negotiate a total compensation increase in excess of~~

what CSEA is receiving under this contract, then CSEA shall receive the same increase based on its proportional share of total compensation expenditures of the district for all employee groups. Compensation is defined as salary, benefits, cash in lieu of benefits, stipends for advanced degrees, and days of work. This "me too" agreement shall be considered a part of the agreement for the 2019-2022 ~~2022-2025~~ contract term only.

If the district reaches a final, ratified agreement with MDEA which provides for an across-the-board salary schedule increase (or increase in district medical benefits contribution) in excess of the increase given to CSEA, then CSEA bargaining unit members will receive the same percentage salary (or medical benefits) increase for the same school years (as a "me too") with the same effective date, inclusive of any retroactive pay, for CSEA unit members as of the date of ratification. Salary and medical benefits are defined solely as annual base salary and medical benefits. If a challenge is made to any District calculations, the parties shall promptly meet to discuss the difference between them and attempt to reach resolution. If no resolution is reached, CSEA may file a grievance (and no salary or benefit adjustment will be made pending the resolution of the grievance). Only the CSEA unit may grieve an alleged violation of this agreement or any of its provisions. No individual unit member may grieve or file any claim concerning an alleged violation of this "me too" agreement or any of its provisions. The right of individuals to file such claims will be deemed expressly waived by the ratification of this agreement by the bargaining unit.

This agreement excludes any reclassification or reorganization of any other units, and does not encompass any compensation increase for any District employees other than increases in base salary and base medical benefits as specifically identified above as part of successor or reopener contract negotiations with other units. For example, an agreement regarding class sizes, or work year calendar days, or changes to individual positions in other units (e.g. changes to some positions due to minimum wage changes), or agreements outside of successor or reopener negotiations with other units, which arguably impact compensation, will not trigger any obligation under this Agreement. Such changes in working conditions or compensation items other than annual base salary and medical benefits, or those negotiated by other District employees, do not create any District obligation under this Agreement. This "me too" agreement shall be considered a part of the agreement and applies for the 2022-2025 contract term only and expires at the end of the CSEA contract term.

For the District



Ryan Sheehy
Director of Human Resources

For CSEA


Annie Nolen, President, CSEA

**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43
December 6, 2022**

**ARTICLE 25
EMPLOYEE BENEFITS**

97. Health Benefits

Coverage

The District will pay eighty percent (80%) of the 2022 Kaiser CalPERS rate, by level, for single, employer +1 and family plan. Moving forward, in each subsequent Benefit year, the District will adjust the District payment up to eighty percent (80%) of the Kaiser CalPERS rate for the 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 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%), shall be paid by the employee, unless the District and CSEA 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.

For the 2023 benefit plan year only, the District agrees to pay the cost of the Kaiser CalPers rate in excess of the District's existing contribution of eighty percent (80%) of the 2023 Kaiser Calpers rate, by level for single, employee + 1, and family Kaiser plans. CSEA unit members remain responsible for the remaining costs of the plans.

~~2023 Kaiser Rate Increase: For the 2022-2023 school year, the District shall cover the entire rate increase from the 2022 Kaiser CalPERS rate and the 2023 Kaiser CalPERS rate.~~

The District will pay up to 80% of the ~~current year's~~ 2016 Kaiser CalPERS rate, by level, for single, employee +1, and family plan who work at least four (4) hours a day and/or twenty (20) hours a week. Moving forward, in each subsequent Benefit Year beginning in 2018, the District will adjust the District payment up to 80% ~~90%~~ of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar cost increase does not exceed four (4) percent of the then current dollar cost. Should the dollar cost increase in any year exceed four (4) percent, the District share will be calculated to include the four (4) percent increase and the dollar amount over four (4) percent increase shall be paid by the Employee, unless the District and CSEA negotiate a different amount. If this is the case, the District share will be less than 80% ~~90%~~ of the then current Kaiser CalPERS rate, unless the District and CSEA negotiate a different amount.

In the event that the dollar cost increase exceeds four (4) percent, and District/Bargaining unit negotiations regarding any excess percentage share begin, benefit coverage will continue. Members will not be at risk of losing coverage during these negotiations.

- a. The District continues to pay full cost of vision and dental for all employees working four (4) or more hours per day and/or twenty (20) or more hours per week.
- b. Employees who work less than four (4) hours per day and/or twenty (20) hours per week are ineligible for District-paid health benefits.
- c. Employees who separate from the District will have any remaining balances owed deducted from their final pay check.

98. I.R.C. Section 125 Plan

A 125 Plan shall be available for unit members to use to pay with "pre-tax" dollars the difference between the District's contribution toward medical benefits and the cost of a more expensive plan offered by CalPERS and selected by the employee. Such plans may also be utilized, within the sole discretion of the employee, to voluntarily purchase with pre-tax dollars, other kinds of benefits, e.g., orthodontia, child care, etc. Purchase of these additional benefits is the

employee's sole responsibility; if an employee chooses to "set aside" a certain amount of money, but fails to fully utilize the amount within the plan year, any amount not used is surrendered.

99. New Employees

New employees must enroll in health benefits and any optional 125 Plan within sixty (60) days of the first date of eligible employment.

100. Retirees

- a. The District shall reimburse medical plan insurance premiums for those classified employees fifty-five (55) years of age or older retiring under the Public Employees Retirement System who are current members of the Classified Service having served for the last five (5) years in a benefited position with the District until said employees become eligible for Medicare benefits.
- b. CalPERS Payment
The District will contribute (\$78.40) per month directly to CalPERS for each eligible retiree for medical insurance. Pursuant to California Government code §22892 (c) this amount shall increase annually by at least five percent (5%) of the employer contribution for active employees until such time as both are equal. In addition, the District will contribute to each retiree who qualifies under §100(a), on an individual basis an amount which, when added to the annual amount, will cover the plan as provided in §100(a).

Because PERS requires that the CalPERS premiums be deducted from the retiree's PERS warrant, the District will provide reimbursement monthly up to the amount designated above. The retiree's tax liability for the reimbursement will be in accordance with Internal Revenue Code regulations.

Should the retiree subsequently enroll in a more expensive plan, the District's obligation is limited to the lower amount (i.e., the contribution level for retiree's health benefit in §100(b), one-party plan).

e. Continuation of Vision & Dental Insurance

Retirees shall have the option of continuing their vision and/or dental insurance at the group rate but at the retirees at own cost. Retirees wishing to remain in their vision and dental plan shall remit payment to the District no later than the 15th of each month.

CSEA withdraws this proposal.

101. Retirement Health Benefit and Incentive

Effective for employees who retire after July 1, 2016, the District will reimburse or reinstate coverage, taking into account each individual retirees ' circumstances, for medical benefits for the retiree only at the CalPERS Kaiser Rate as well as pay the cost of dental insurance for a maximum of ten (10) years or until the retiree reaches age 65, whichever occurs first. In order to be eligible for retiree medical and dental benefits, the employee must have worked for the District for at least five years prior to retirement. The employee must complete the appropriate application in the office of the General Counsel at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement.

102. Requirements/Conditions Imposed by Carriers

The benefits provided under §101 (Retirement Health Benefits and Incentive) shall be subject to any requirements or conditions which may be imposed by the carrier and/or provider.

103. Payroll Deduction Rights and Information

In addition to the foregoing District-paid plans, an employee may authorize amounts to be withheld for premiums of certain group life, income protection, and disability insurance plans. Information on these programs may be obtained from representatives of CSEA or from the General Counsel.

104. Cash in Lieu of Medical Coverage

An employee who is otherwise provided basic group medical coverage may opt to have the District pay one hundred forty dollars (\$140.00) per month (or the highest rate paid for all District bargaining units), cash in lieu. Such payment shall be in lieu of medical coverage paid by the District and shall be initiated only following the employee's certification, on a form prescribed by the District, of alternative coverage.

105. Application of Grievance Procedure

The administration by the plan providers referenced in this Article shall not be subject to the grievance procedure.

106. Leave of Absence - Effect on Benefits

- a. Hospital, medical, dental, and prescription drug coverages continue as part of the compensation of employees on paid leaves of absence.
- b. Employees on authorized unpaid leaves of absence may continue their hospital, medical, dental, and prescription drug coverages at the employee's expense.
- c. Employee is billed monthly by the carrier for medical, and by Fiscal Department for dental and vision. In the event of a price increase in any of the coverages, the employee on leave shall pay the increase. A billing shall be sent to the employee on leave for immediate payment. It shall be the employee's responsibility to notify the District of any change in address or family status to ensure continuity of coverages. To continue dental and vision, prepaid premiums must be received by the tenth (10th) of the preceding month in the office of the Director of Fiscal Services for coverages to continue without interruption. To continue medical coverage without interruption, premiums must be paid directly to the carrier.

107. Extension of Health Benefits

Any employee who is laid off may continue to participate in the District benefit program as specified in this Article at his/her own expense, by enrolling in COBRA, for a period of up to eighteen (18) months.

For the District



Ryan Sheehy
Director of Human Resources

For CSEA



Annie Nolen, President, CSEA

**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43**

December 6, 2022

ARTICLE 30

DISCIPLINE

Disciplinary actions shall be administered solely under the provisions of this Article.

114. Progressive Steps

In handling disciplinary matters, it is intended that the progressive steps be utilized to the greatest extent permitted by individual circumstances, and that discipline shall be commensurate with the offense. Progressive steps may be as follows except that steps "a" and "b" are mandatory in dealing with causes of a cumulative nature.

- a. Verbal reprimand
- b. Written reprimand with a copy to the employee's Personnel File
- c. Suspension without pay
- d. Involuntary reassignment or demotion
- e. Dismissal

115. Disciplinary Action

The following disciplinary actions ~~are examples that~~ may be taken by the District against a permanent employee for the causes listed in §116 Cause.

- a. Dismissal is removal from the employment of the District.
- b. Suspension is temporary removal from the employment of the District without pay for a specified period of time, not to exceed thirty (30) calendar days.
- c. Involuntary demotion is placement in a lower classification.

- d. Involuntary reassignment is a change of assignment whereby an employee is deprived of an incident of classification and/or removed for punitive reasons.

116. Cause

A permanent employee may have disciplinary action taken against him/her for any of the following causes: **(These are examples)**

- a. Failure to adequately perform bona fide requirements of the position held.
- b. Willful, negligent, or persistent violation of rules and regulations.
- c. Violation of any lawful order by a superior officer.
- d. Insubordination.
- e. Dishonesty.
- f. Use of controlled substances: i.e., alcoholic beverages and/or illegal drugs, which has direct adverse effect on the District.
- g. Use of controlled substances: i.e., alcoholic beverages and/or illegal drugs on the job site.*
- h. Disorderly or immoral conduct on duty or on the job site.*
- i. Conviction of a sex offense as defined in Education Code §44010, conviction of narcotics offense in §44011, or conviction as a sexual psychopath in Article 1, Chapter 1, Part 1.5, Division 6 of the Health and Welfare Code.
- j. Repeated, unexcused tardiness.
- k. Repeated, unexcused failure to report to work as assigned.
- l. Excessive absence which is detrimental to the District.
- m. Repeated discourteous treatment of the public or other employees.
- n. Willful or negligent damage to school property or willful waste of District supplies or equipment.
- o. Mental or physical incapacity detrimental to the efficiency of the classified service.
- p. Failure to maintain licenses or certificates required for the position by law or District policy.
- q. Material and intentional misrepresentation or concealment of any relevant fact in connection with obtaining employment.
- r. Misappropriation of District funds or property.

s. Conviction of a felony or conviction of a misdemeanor involving moral turpitude, a plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

*In this context, travel between locations shall be construed as on the job site.

117. Disciplinary Procedure for Involuntary Reassignment, Demotion, Suspension and/or Dismissal

a. Administrative 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 Chief, Human Resources after the employee has been notified of the allegation(s).

b. Informal Hearing

An employee, against whom disciplinary action will be taken, shall meet with the Chief, Human Resources or his/her designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to orally respond. The employee may be represented at the hearing by a representative of his/her choice.

c. Written Notice

An employee against whom disciplinary action is taken, shall be informed in writing, either in person or by Certified mail to the last known address, of the following:

I. **Statement of Charges.** A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made based on facts which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

II. **Right to a Hearing.** The employee may request a hearing, in writing either by mail or personal delivery, within five (5) working days after service of the statement of charges. A form shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing within the five (5) working days, the disciplinary action shall be effective on the date the employee was served such notice.

III. **Access to Material.** The employee may, upon request, have copies of the material upon which the charges are based.

d. Formal Hearing Skelly Hearing

1. **Involuntary Reassignment, Demotion, or Suspension**

I. If a hearing is requested, it shall be conducted by the Superintendent or his/her designee.

II. The hearing shall be held within a reasonable period of time but not before five (5) working days after the filing of the request for a hearing.

III. The employee shall be given the opportunity to be represented at the hearing by a representative of his/her choice.

IV. Technical rules of evidence shall not apply at the hearing.

V. At the conclusion of the hearing the decision of the Superintendent or his/her designee shall be effective immediately; however, the employee within five (5) work days may appeal the Superintendent/designee's decision to the Board in accordance with 117e of this Article.

2. **Dismissal**

If a hearing is requested, it shall be conducted by an arbitrator. The arbitrator shall be mutually selected by the District and the Union from an agreed upon list of arbitrators. A record of the hearing may be made. Cost of the hearing shall be shared equally by the District and the Union.

e. Appeal to the Board of Education on Designee's Recommended Decision

I. The designee shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. If the designee is an arbitrator the arbitrator's report shall be sent to the Board. A copy of the recommended decision shall be sent to the employee.

II. Prior to making a final decision, the Board of Education shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.

III. The Board of Education shall either accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the findings of fact or the arbitrator's report. If the Board modifies the designee's decision it shall provide the employee with its rationale for the modification.

The decision of the Board of Education shall be final.

f. Failure to Appear

Failure (without good cause) by the employee to appear in person or to be represented by a designated representative in his/her stead for any scheduled hearing shall constitute a waiver of the hearing. Disciplinary action will be taken without a hearing.

118. Disciplinary Action Involving a Probationary Employee

a. Employee New to the District

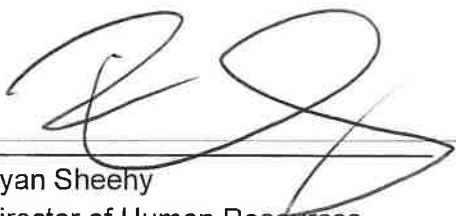
A probationary employee may be released with or without cause during his/her probationary period.

b. Employee Previously Holding Permanence in Another Position

A regular employee holding permanence in another classification shall be returned to the previous classification when released from probation without cause.

If it becomes necessary to dismiss an employee who is probationary in another classification but who has permanency in the District, the District shall follow the dismissal procedures as outlined in Article 30, Discipline.

For the District

A handwritten signature in black ink, appearing to be 'RS', written over a horizontal line.

Ryan Sheehy
Director of Human Resources

For CSEA

A handwritten signature in blue ink, appearing to be 'Annie Nolen', written over a horizontal line.

Annie Nolen, President, CSEA

**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43**

December 6, 2022

ARTICLE 32

LAYOFF PROCEDURES

124. Definitions

- a. Employee: An employee, for the purposes of this Article, is an employee in the regular classified service.
- b. Layoff: A layoff is an involuntary reduction in hours, reduction in hours per day, week or month; i.e., reduction of number of days worked per year, separation from the classified service or demotion to a lower classification in lieu of layoff.
- c. Seniority: Beginning July 1, 2023~~04~~, seniority for all employees shall be based on the date of hire in the classification **where the employee is working at the time of layoff** -plus higher classifications as provided in Education Code section 45105 **45308**.
- d. Voluntary Demotion/Voluntary Reduction in Assigned Time: Voluntary demotion is employee consent to a reduction of hours in the same classification or assignment to a lower classification in lieu of layoff. Voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be done in accordance with Education Code **section 45298**.

CSEA agrees to this change.

125. Application

- a. The employee **in the affected class** with the least seniority in the ~~affected classification~~, plus seniority accrued from serving in a higher classification, shall be laid off first.
- b. In determining order of layoff in a lateral classification (where an employee moves or has moved from one classification to another classification at the same salary range) the original classification, prior to the lateral movement, shall be considered a lower classification for purposes of counting seniority within classification.

c. If, in order to avoid interruption of employment, **when** an employee voluntarily consents to a reduction in hours or demotion to a classification determined by the District to be lower than that in which the employee has permanence ~~where the employee has previously served, where the district agrees to the reduction or demotion, and where there is a vacancy,~~ that action shall be considered a voluntary layoff.

d. An employee laid off in one classification, who previously served in an equal or lower classification, may move into ~~that an~~ equal or lower classification if **a vacant position exists and** his/her seniority is greater than those employees presently serving in that classification. A laid off employee may also move into any vacant position in an equal or lower classification if he/she previously served in the classification. **In the event there is more than one classification with vacancy positions (from among the classifications where the member previously served), the district will offer the member the previous classification where the member served the longest amount of time (in total).** ~~The district may, at its discretion, offer a second vacant position where the member has previously served (regardless of the amount of seniority served in the position/s). In the event an employee refuses any assignment (e.g. the first offer or the second), they will be placed on a 39-month rehire list.~~

e. An employee displaced from his/her classification as a result of being bumped shall have the same bumping rights as set forth in "d" above.

f. If two (2) or more employees subject to layoff have equal classification seniority, the determination as to who shall be laid off **will be made on the basis of the greater hire date seniority, and if that be equal, the employee having the earliest substitute date shall be considered more senior, and if that be equal, then the determination shall be made by lot. [Restored original language]**

g. Upon mutual agreement between the District and CSEA, employees may increase hours through accepting an open position **within the classification or bumping based on seniority. [Restored original language]**

126. Notice

a. A written **preliminary** notice of layoff **due to lack of work or lack of funds** shall be given to ~~served on~~ affected employees **by certified mail no later than March 15, except as provided by law.** ~~not less than sixty (60) days prior to the effective date of the layoff.~~ The District shall notify CSEA, in writing, prior to its giving layoff notices to affected employees. **Upon the Board approved reduction or elimination of**

position(s), the procedures for layoff notice and right to hearing are set forth in Education Code section 45117.

b. ~~For employees employed in specially funded programs, where it is known that funding of the programs is terminating at the end of the school year, shall be given written notice on or before April 29 of their termination effective June 30. Employees employed in specially funded programs terminating at a date other than June 30, shall be given~~ **the District shall provide written** written notice of termination ~~layoff~~ not less than sixty (60) **calendar** days prior to the effective date of their layoff, as provided in Education Code 45117.

c. The notice of **layoff** shall contain: (1) **the reason for the layoff**, (2) **the effective date of the layoff**, (3) the employee's displacement rights, if any; (4) the employee's reemployment rights; (5) **the employee's hearing rights, if the layoff is not due to expiration of a specially funded program**, and (6) the employee's right to discuss the layoff with the immediate site ~~manager or department supervisor~~ responsible for classified employees.

d. Copies of Layoff Notices shall be provided to the Union.

e. Employees who have been given notice of layoff **due to expiration of a specially funded program** shall respond in writing within ten (10) work days, after receiving such notice, of their intent to exercise seniority rights for displacement to a lateral or lower classification or reduction of assignment or hours.

126.1 Hearing Rights for Layoff Due to Lack of Work/Lack of Funds

a. **If a hearing is properly requested by the employee following receipt of a notice of layoff, the proceeding shall be conducted consistent with Education Code section 45117(c) and other applicable provisions of law.**

B. A final notice of layoff shall be given to the employee before May 15th unless a continuance is granted after an employee's request for hearing is submitted. If a continuance is granted, the date to serve the final notice of layoff will be extended the number of calendar days of the continuance.

127. Reemployment Rights

a. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff. Employees demoted in lieu of layoff shall be placed on reemployment lists for a total of sixty-three (63) months. All other employees laid off shall be placed on reemployment lists for thirty-nine (39) months from the date of layoff.

b. Reemployment shall be in the reverse order of layoff. However, employees in paid status working in the classification which has the vacancy shall have first rights to the position through the Transfer Article, §36. If no such employee is interested or selected then the most senior employee on the rehire list shall be offered the position.

c. Offers of reemployment shall be made on the basis of reemployment lists based on the highest seniority.

d. Such employees shall be notified by Certified/Registered mail at the last known address of record, and/or shall be notified by telephone. The employee shall, if notified by mail, have three (3) work days from proof of service, but in no case more than seven (7) work days from the date of postmark, to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy.

e. When vacancies arise and employees in a layoff status have no reemployment right to the position, they ~~shall~~**may** be notified in writing of the vacancy and shall be given consideration for the vacancy if they are qualified as determined by the District.

f. An employee on a reemployment list may decline three (3) offers of reemployment in his/her former classification. After the third refusal, no additional offers need be made, except that an employee may, during the period of entitlement, notify the District of availability and shall thereafter be entitled to offers of employment for which the employee is eligible.

g. Employees on the reemployment list ~~may receive preference~~ shall be considered for promotion over outside candidates if they have applied for the promotion. **[District accepted CSEA's change]**

h. Employees returning to service from layoff shall be reinstated with their ~~accrued~~ seniority while in paid status.

128. Administrative Regulations

In addition to the conditions set forth below, the District may adopt Administrative Regulations to carry out the provisions of this Article.

a. For twenty-four (24) months from time of layoff, unit members desirous of working as substitutes shall be placed on a priority list for the classification from which they were laid off and/or other positions for which they are qualified according to District standards. Salary received shall be the same as other substitutes in that classification.

b. District personnel will be available upon request to provide career counseling or job information for unit members receiving a layoff notice.

c. The District will not oppose unemployment claims of employees who are laid off.

d. The District encourages use of accrued vacation for job search purposes prior to layoff. Two (2) days advance notice shall be given. The leave shall only be denied if the employee's absence would create an undue hardship on the District.

129. Application of Grievance Procedure

This Article shall not be subject to the Grievance Procedure.

For the District

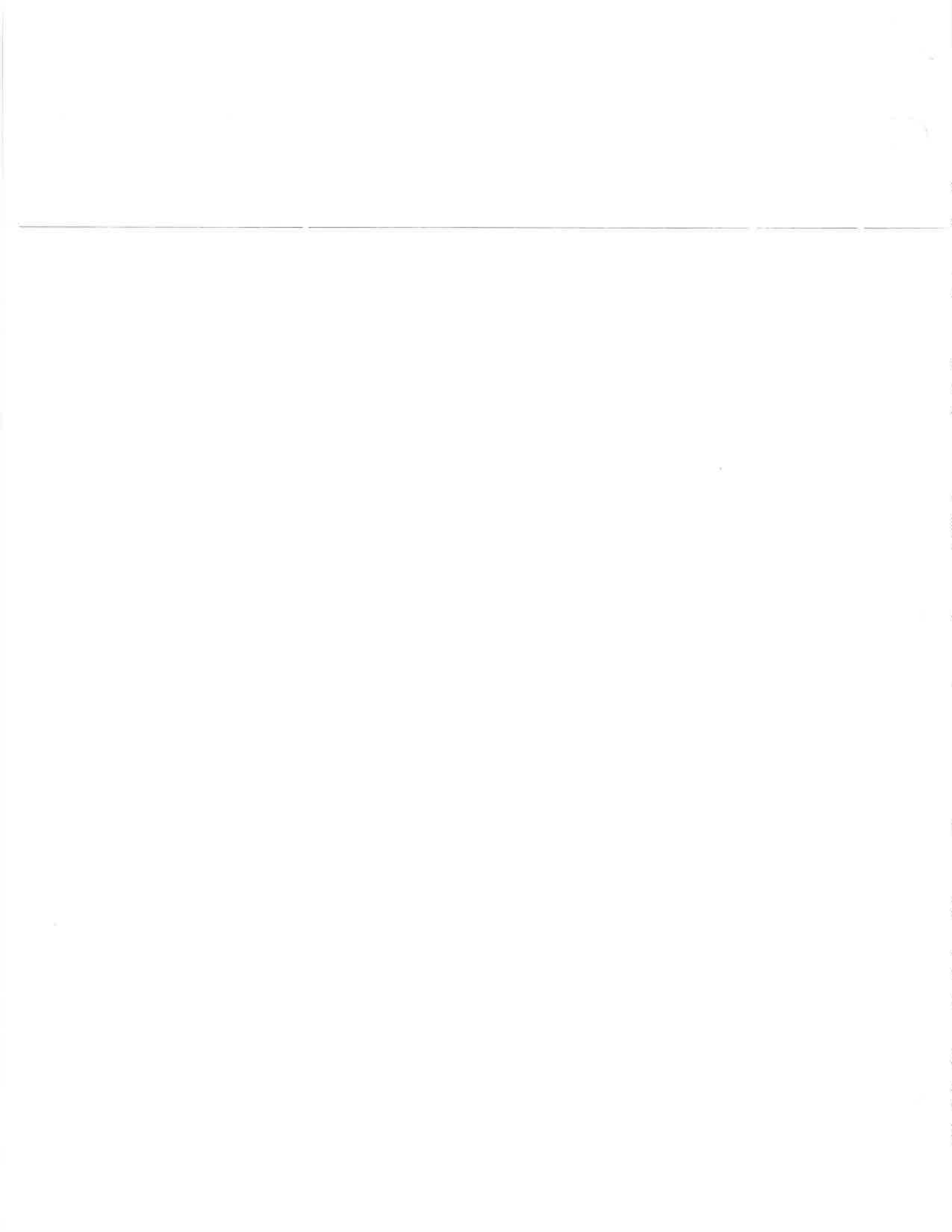


Ryan Sheehy
Director of Human Resources

For CSEA



Annie Nolen, President, CSEA



14
B

**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43
November 30, 2022**

ARTICLE 33

PROMOTION

130. First Consideration

- a. Permanent employee(s) in the bargaining unit shall be given first consideration in filling any job vacancies within the bargaining unit which can be considered a promotion, assuming such employee(s) has complied with the selection procedure.
- b. For purposes of this section, first consideration for "permanent employee(s) in the bargaining unit" shall include doing the following:
 - I. The Human Resources Department reminding and strongly encouraging principals and managers to select permanent employees in the bargaining unit for promotions.
 - II. Determining that the candidate meets the minimum qualifications for the position.
 - III. Determining that the candidate has positive references and an overall satisfactory most recent evaluation.
 - IV. Ensuring that internal candidates who meet 2 and 3 above are interviewed prior to external candidates.
 - V. **Upon request**, if an internal candidate is not selected, the principal or manager must provide a written rationale to Human Resources. Human Resources will convey the rationale to the candidate.

131. Posting of Notice

- a. ~~Notice of all job vacancies in the unit shall be posted on the bulletin boards in prominent locations at each District job site.~~ **Notice of all job vacancies in the unit shall will be posted on the District website until filled.**

CSEA agrees to this change.

- b. The job vacancy notice shall remain posted for **five (5) ~~six (6)~~ work calendar** days, during which time employees within the unit may apply for

12

the vacancy. Any bargaining unit employee who will be on leave or layoff during the period of posting, may file an interest card with the Chief, Human Resources and that employee shall be informed of the vacancy.

c. Sections "a" and "b" above shall not be applicable during the school summer recess. Employees working less than twelve months a year shall have access to all vacancy notices through the District's website. Such employees may apply for the position(s) by the final filing date listed on the job posting. It is the employee's responsibility to keep an accurate address on file with the Human Resources Department. In addition, all job announcements will be posted in the Human Resources Department during the summer recess.

132. Contents of Notice

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the salary range, the deadline for applying to fill the vacancy, and where known, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position.

133. Filing

Any employee in the bargaining unit may apply for the vacancy by submitting written **or online** application to the Human Resources Department within the application period. Any bargaining unit employee on leave or vacation may authorize his/her Union Steward to file on the employee's behalf.

134. Interview Procedures

a. After the District determines who has qualified pursuant to initial testing, interviews of qualified candidates shall occur.

b. More than five (5) candidates: In the case of a vacant position an interview team shall rate candidates. The voting membership of the interview team shall include an equal number of management and union appointees. **The team shall be chaired by a representative of the Human Resources Department, site principal or site supervisor.** By majority vote, the team shall certify the three (3) most qualified candidates and management shall fill the position from those three (3).

The team shall certify persons based on the following criteria, where available: test results, attendance, seniority, performance evaluations, letters of recommendation, oral interview, work experience, and qualifications for position.

c. Following all interviews, the full panel shall tabulate its results and determine the top three (3) candidates.

123

d. The top three (3) candidates shall receive an interview with the hiring supervisor.

e. Five or Fewer Candidates: If there are five or fewer qualified candidates the District may determine to:

I. Send the candidates to the hiring supervisor for interviews. The hiring supervisor may choose to employ one of the candidates or reject all candidates.

In the latter case, the promotion process will recommence

OR

II. Re-advertise the position.

f. If the hiring supervisor rejects all candidates, or if no interviews are held due to the District's choice to re-advertise the position, the original applicants' test results are valid upon re-advertisement of the position and such applicants are eligible to re-compete for the position. The District shall contact such individuals and, at the employee's request, the original applications shall automatically be considered new applications.

g. Prior to interviewing any candidates, the panel will meet sufficiently in advance (at least one-half hour) of the interview to determine questions to be asked during the interview. Such questions shall be limited to jobrelated subjects and shall be the only questions asked of each candidate. This shall not preclude the asking of legitimate, job-related follow-up questions to the candidates.

h. Whether as a result of the panel interview process or the "five or fewer" immediate supervisor interview, a performance/demonstration examination may be required as part of the interview with the hiring supervisor.

i. Union Appointees to Interview Panel: At the beginning of each school year CSEA will provide to the District a list of union appointees to serve on interview panels. Such list will include appointees who are qualified to serve on a panel for each bargaining unit classification. When a panel is to be convened, the District will contact an appropriate, qualified appointee. If an appointee is unable to serve on the panel, the District shall choose a classified employee from a list of volunteers.

135. Promotional Procedures

Employees who accept a promotion to a new classification cannot apply for a transfer or promotion for a period of thirty (30) calendar days, excluding the summer break. Exceptions may be made at the discretion of the Chief, Human Resources with the agreement of CSEA.

Promotional procedures shall only be as described in this Agreement except as expressly modified or abridged by the terms of this Agreement.

136. Allegations of Violations

Allegations of procedural violations of this Article are subject to the grievance procedure (Article 5) as follows:

- a. § 130 (First Consideration) up to and including §133 (Filing), and §134b (Interview Procedures) are grievable through Step 5 (Arbitration).
- b. Every other section of this Article is grievable through Step 4 (Chief, Human Resources or Designee).

For the District

For CSEA


Ryan Sheehy
Director of Human Resources




Annie Nolan, President, CSEA


Jannene D. Kimmel
Gillian M. Anderson
Kerubey M. Montano
Vicki Pham
Ken Kimmel


**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43**

December 6, 2022

ARTICLE 36

TRANSFER

143. Definition

A transfer is a movement within the same classification from one site to another ~~or one classroom to another~~. However, a "one-on-one" Special Education Assistant may be moved with the student with whom he/she is assigned and this circumstance shall not be considered a transfer. Classification is defined as the job title and number of hours assigned. In order to qualify for transfer, the applicant must hold the same job title and the same number of hours.

144. Voluntary Transfers

- a. Permanent employee(s) in the bargaining unit seeking transfer within their classification and hours shall be given first consideration in filling vacancies within the bargaining unit.
- b. For purposes of this section, first consideration to bargaining unit members shall include doing the following:
 - I. The Human Resources Department reminding and strongly encouraging principals and managers to select current employees in the bargaining unit for promotions.
 - II. Determining that the candidate meets the minimum qualifications for the position.
 - III. Determining that the candidate has positive references and an overall satisfactory most recent evaluation.
 - IV. Ensuring that internal candidates who meet 2 and 3 above, are interviewed prior to external candidates.
 - ~~V. If an internal candidate is not selected, the principal or manager must provide a written rationale to Human Resources. Human Resources will convey the rationale to the candidate.~~
- c. All vacancies within the bargaining unit shall be posted at all work sites where employees in the unit are regularly assigned for a period of

seven (7) ~~three (3)~~ **five (5)** work days. A work day is defined as a day when the administrative offices of the District are open.

d. During the posting period, the vacancy will not be permanently filled.

e. The posting shall state:

I. The site of the vacancy.

II. The number of hours regularly assigned and work calendar.

III. The job classification.

IV. The immediate supervisor.

V. The salary range with dollar amounts.

f. When a site interview team is utilized by the hiring administrator, then the hiring administrator will invite a unit member from that site to volunteer to be on the interview team. Consistent with paragraph "g" below, the final selection decision remains with the hiring administrator.

g. The administrator making the selection decision shall consider the following criteria, which shall not be applied in an arbitrary or capricious manner:

I. Seniority.

II. Interview.

III. Evaluation.

IV. Attendance.

V. Qualifications.

VI. Other factors being equal, an employee with the greatest seniority shall be granted the transfer. If a person other than the most senior employee is transferred or hired for the position, the reasons for overruling seniority shall not be arbitrary or capricious.

h. A unit member who has applied and interviewed for the vacancy but has not been selected for the vacancy may request, in writing, a conference with the interviewing administrator and the Chief, Human Resources to discuss the reasons for the decision. Upon request, a written summary of the meeting shall be provided to the unit member.

i. No employee shall be transferred during his/her probationary period. Exceptions may be made at the discretion of the Chief, Human Resources.

j. Once an employee has accepted a transfer position, they must stay in that position for a minimum of three (3) calendar months, excluding

summer break, before applying for a transfer. Exceptions may be made at the discretion of the Chief, Human Resources with agreement of CSEA.

145. Involuntary Transfer

a. Employees may be transferred because of surplus staff, reduction in force, or school closure. Involuntary transfers within a site may be made at the discretion of the Chief, Human Resources with notification of the union. Except in the case of an emergency, no such transfer shall be made without five (5) **calendar work-day's 24-hour** notice to the employee. If the student moves out of District, graduates, ages out, or no longer has IEP services, the employee assigned to the student is considered displaced.

b. In the case of a displaced employee, if vacancies that match the classification and hours of the displaced employee are available, the employee will be offered those positions first and the employee must inform Human Resources not later than three (3) work days after the position is offered whether he/she accepts the position. The employee's preferences will be considered, and may choose a different position that is available. If no exact matching vacancies are available, the displaced employee will be provided an opportunity to apply for any vacancies. ~~If there are no vacancies, the displaced employee has the option to bump the least senior employee in the classification and hours from which they are displaced. Any employee displaced or bumped due to displacement will be given notice and afforded all rights as listed under Article 32- Layoff Procedures.~~

c. When an involuntary transfer is necessary, volunteers shall be considered for transfer first. If there are no volunteers, the employee at the site with the least District seniority within the classification shall be transferred. In the event that only one vacancy is available, the employee ~~to be transferred may have the option of bumping the least senior employee in that classification holding the position with the same or fewer hours.~~ The displaced employee shall then fill the available vacancy.

d. The employee may discuss the transfer with his/her immediate supervisor and with the supervisor at the proposed work site. Personal preferences of the employee(s) involved shall be considered.

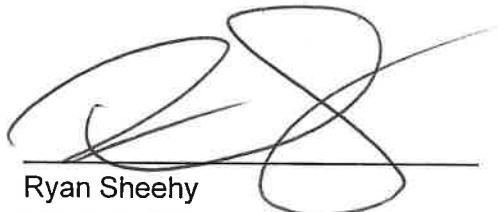
e. Involuntary transfers shall be to positions of the same number of hours, unless the employee's hours are reduced by agreement or in accord with Article 32.

146. Transfer Based on Interest of the School or Worksite ~~for Just Cause~~

a. No employee shall be transferred without just cause for any reason except surplus staff, reduction in force, or school closure. In determining such cause, a finding adverse to the employee is not required, only a showing that the District may initiate a transfer based upon what is in the best interest of the school, or other work site.

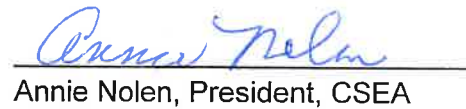
b. When a transfer pursuant to this subdivision is made, the employee shall be given a written statement of the reason(s) for the transfer. The employee may file a grievance at Step 4 of the Grievance Procedures within five (5) days of receipt of such notice. The decision at Step 4 may be taken to Step 5 as provided in the Grievance Procedure.

For the District



Ryan Sheehy
Director of Human Resources

For CSEA



Annie Nolen, President, CSEA

**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43
December 6, 2022**

**ARTICLE 39
TERM OF AGREEMENT AND REOPENERS**

150. Duration

This agreement shall have a 3 year term, July 1, 2019 ~~2022~~ through June 30, ~~2022~~ **2025**. The parties recognize that pursuant to law certain essential terms and conditions of a collective bargaining agreement continue beyond expiration.

151. Commencing Successor Contract Negotiations and Reopeners

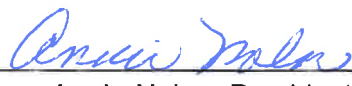
~~GSEA and the District shall present proposals for reopeners no later than April 30, 2021 **2024** up to two (2) articles each, plus Articles 24 – salary and Article 25 – Benefits. The parties shall present proposals for a successor agreement no later than January 31, 2022 2025~~

For the District

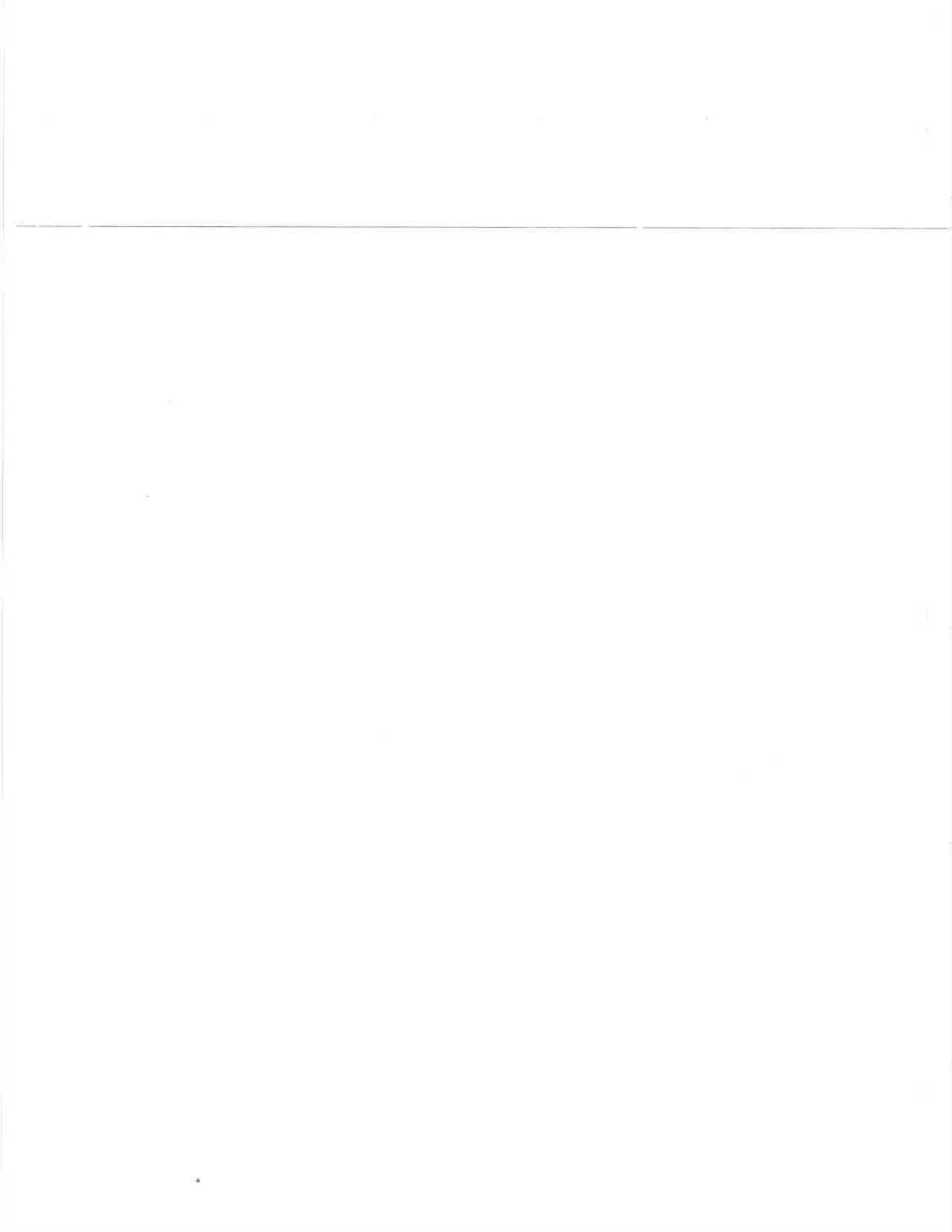


Ryan Sheehy
Director of Human Resources

For CSEA



Annie Nolen, President, CSEA



**Tentative Agreement Between
Mt. Diablo Unified School District and
~~California School Employees Association, Chapter 43~~
December 6, 2022**

ARTICLE 41

SUMMER SCHOOL EMPLOYMENT

157. Summer school employment shall be conducted in accordance with the District "Summer School/Extended Year" administrative procedures, and in accordance with Appendix C. §§ 1 and 2 of Appendix C shall not be modified without mutual agreement of the District and CSEA. Grievances related to this section shall be limited to allegations that the procedures identified in §§1 and 2 have been violated.

APPENDIX C

SUMMER SCHOOL/EXTENDED YEAR

1. PRIORITIES

a. Applications received before the closing date will be prioritized into three categories:

Priority 1 - Current employees.

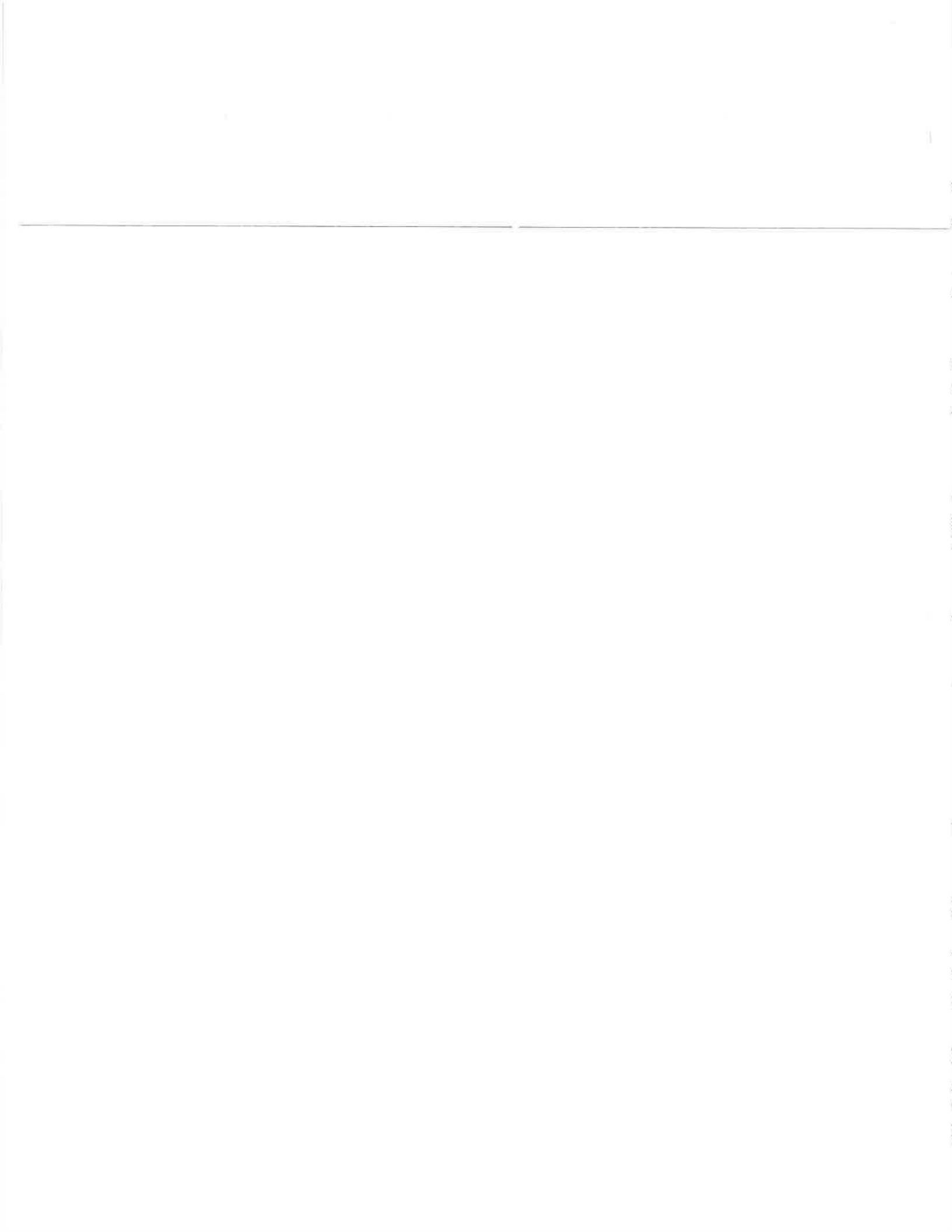
Priority 2 - Employees receiving layoff notices for the next school year and employees on the 39-month re-employment list.

Priority 3 - Substitutes and non-employees.

If the summer work schedule conflicts with the employee's normal work year, prior approval of the supervisor, along with a plan as to how the overlap will be dealt with must be submitted to the Human Resources Department with the application.

Prior to sending out summer school or extending school year (ESY) applications, the District will make reasonable effort to meet and confer with CSEA on the implementation and hiring process.

The District will send out summer school and ESY applications to CSEA unit members by March 30th of each year.



b. All qualified priority 1's applying before the final filing date will be hired first based on meeting the qualifications within the job description, seniority within the bargaining unit, and performance evaluations.

c. The District will fill remaining vacancies with priority order 2's, and 3's if needed. Selection may be based on:

- I. The interview
- II. Type of previous assignments
- III. Assignment needs
- IV. Attendance records
- V. Evaluations
- VI. Meets qualifications of the position

~~d. Special Education Assistant III, Special Education Assistant IV/ General Education Assistant, Behavior Assistant, Assistants to the Deaf/Hard of Hearing, Educational Interpreters, Campus Supervisors, and other special education assistants assigned to students and/or programs needing specialized assistance during the regular year will be offered a position needing specialized assistance by district seniority and no interview will be required. A list of these positions will be presented to the union for mutual agreement prior to the summer school hiring process.~~

D. Classifications assigned to students and/or programs needing specialized assistance during the regular year will be offered a position needing specialized assistance by district seniority and no interview will be required. A list of these positions will be presented to the union for mutual agreement prior to the summer school hiring process. Classifications include but are not limited to Special Education Assistant III, Special Education Assistant IV/General Education Assistant, Behavior Assistant, Bus Assistant, Assistants to the Deaf/Hard of Hearing, Educational Interpreters, Campus Supervisors, and other special education assistants.

2. Related Classifications

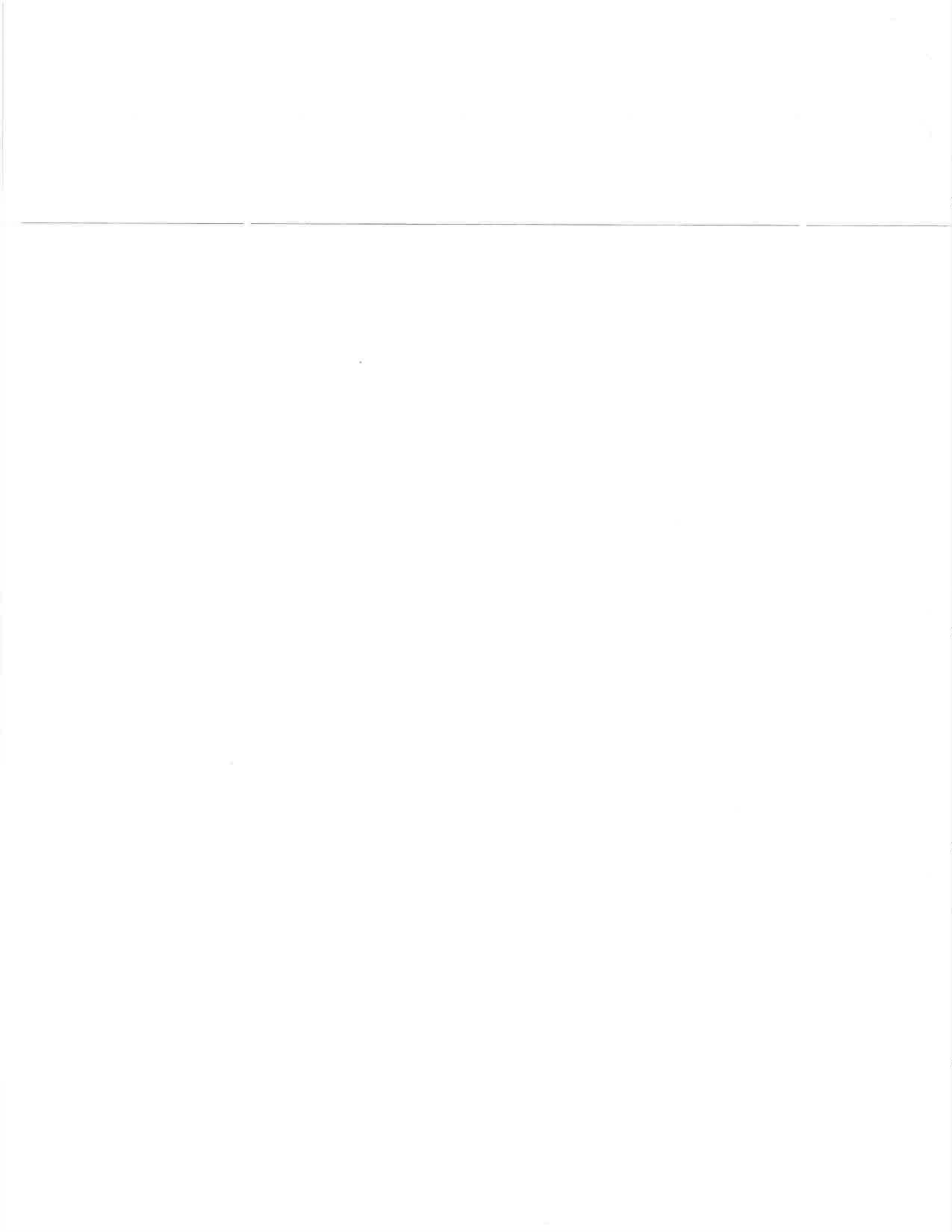
Paraprofessional

Assistant to Deaf/Hard of Hearing I

Assistant to Deaf/Hard of Hearing II

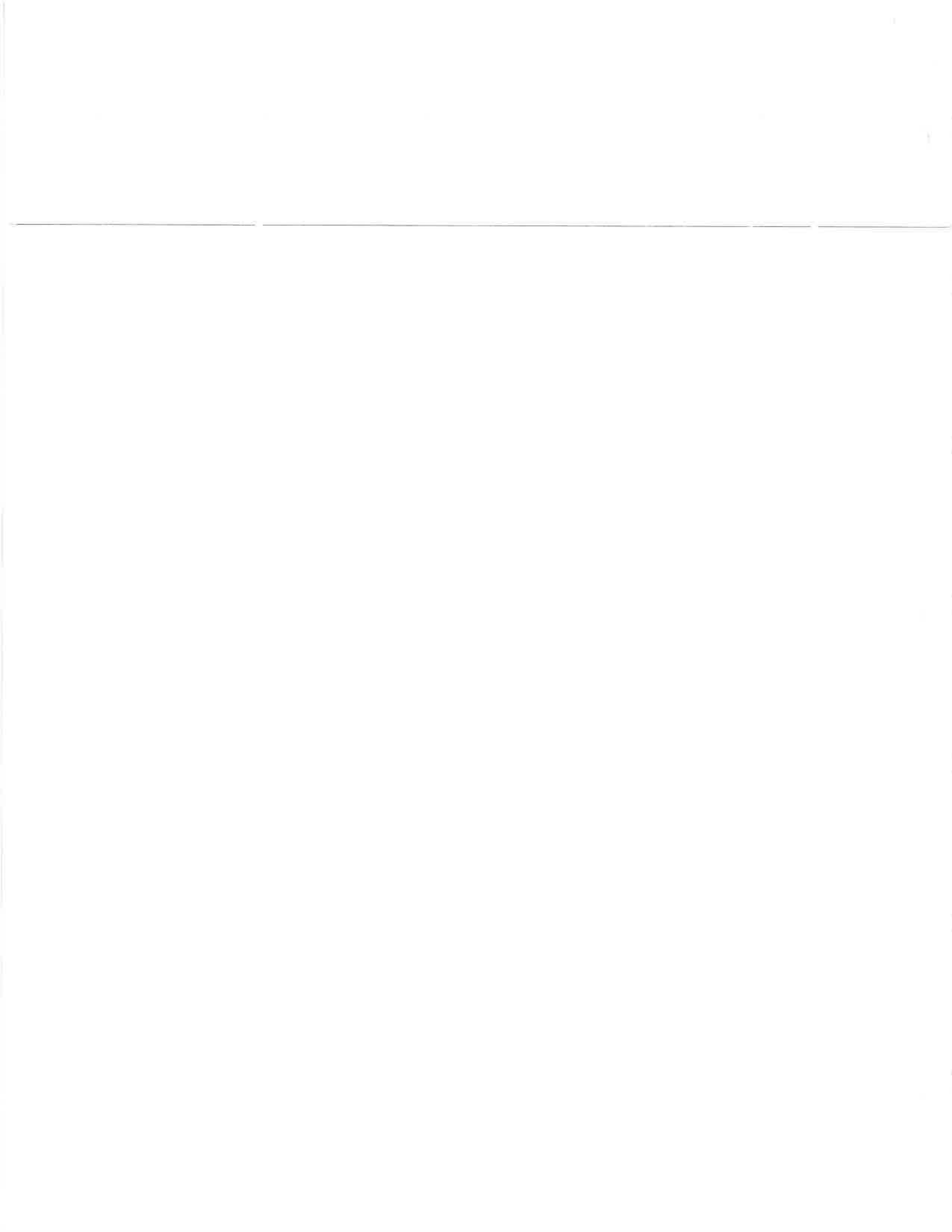
Assistive Technology Assistant

Brailist




Campus Supervisor
Campus Supervisor II
Early Childhood Attendant

Early Childhood Educator Trainee
Early Childhood Educator
Early Childhood Educator-Lead
Community Health Promoter
Community Service Assistant
Educational Interpreter
Health Asst./Lic. Voc. Nurse Sp. Ed./IEP
Instructional Assistant
Instructional Assistant - Bilingual
Instructional Assistant - Computer
Instructional Assistant - Visually Impaired
Job Developer/Coach
Occupational Therapy Assistant
Registered Nurse/Student Support
School/Family Resource Worker
Senior Instructional Assistant
Special Education Assistant I/Classroom
Special Education Assistant I/IEP
Special Education Assistant II/Classroom
Special Education Assistant II/IEP
Special Education/General Education Assistant III
General Education Assistant, Behavior Assistant
Special Education Assistant IV/Behavior Assistant
Special Education Transportation Assistant
Speech-Language Pathology Assistant
Student Store Assistant



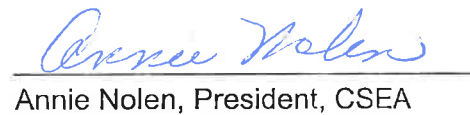
- a. An employee accepting a summer school assignment which is in a higher classification than his/her regular school year assignment shall be compensated at the rate and with the benefits applicable to the higher classification. Longevity pay, if applicable, will then be added. Hourly rates for summer positions is set at the highest step for all positions.
- b. Employees may request that they be assigned to a specific site. Administration shall consider an employee's request, but shall not be obligated to assign the employee to the site which was requested.
- c. Employees will accrue hours of sick leave and vacation pay for summer assignments equivalent to the assigned summer position hours and weeks worked. Accrued sick leave will carry over to the regular year. Employees may use up to one day of their accrued sick leave from the regular year or summer assignment during the assigned student days of summer school. In order to use sick leave the employee must provide the district a valid doctor's note upon return.

For the District

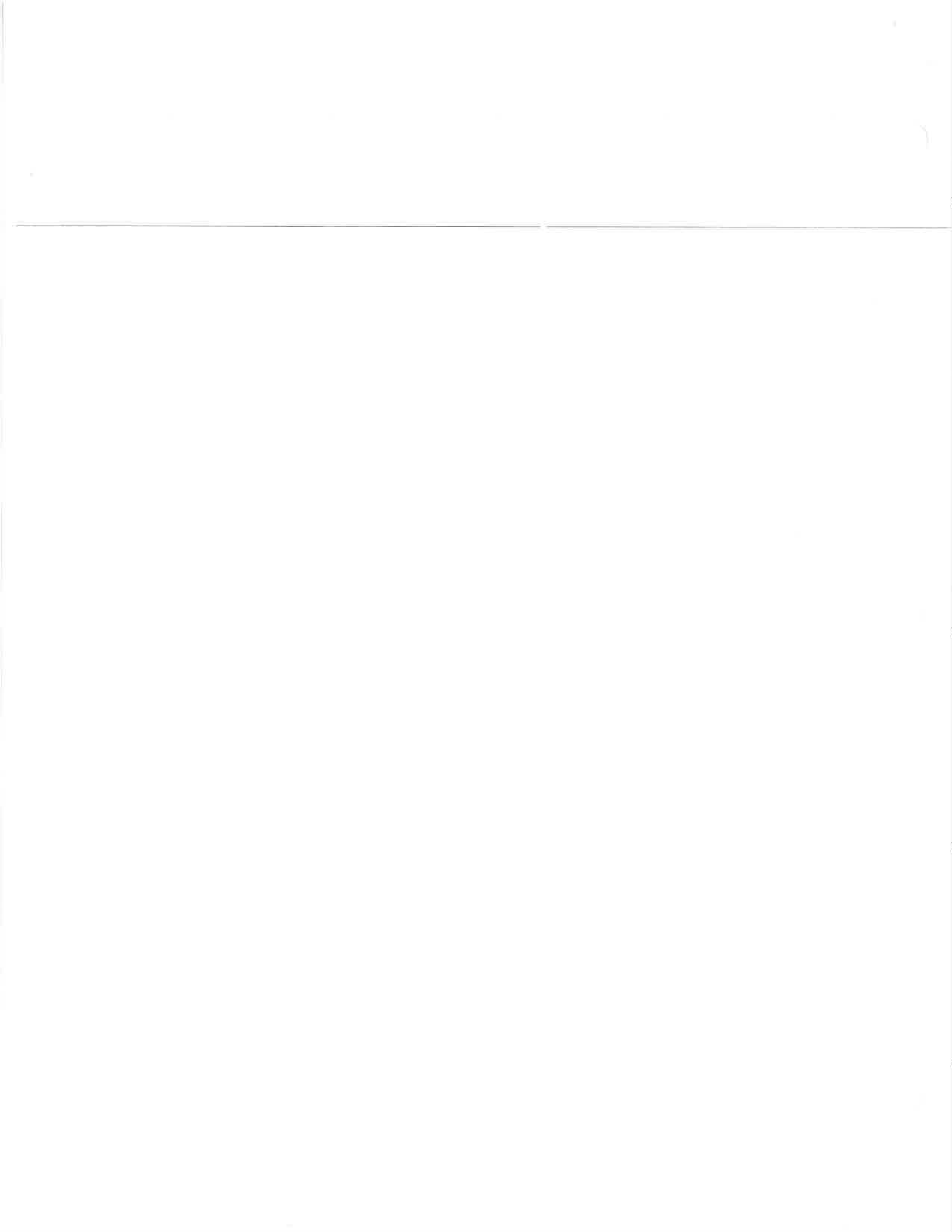


Ryan Sheehy
Director of Human Resources

For CSEA



Annie Nolen, President, CSEA



**Tentative Agreement Between
Mt. Diablo Unified School District and
California School Employees Association, Chapter 43**

October 19, 2022

Existing language:

*Annual amount is the hourly rate multiplied by an eight-hour day multiplied by the number of school days and paid holidays in the school year.
An 8-hour day/40-hour week is 1.0 FTE (Full-Time Equivalent); a 6-hour day/30-hour week is 0.75 FTE, etc.
**Reflects 5% additional pay over SEA1. ‡The school year for these positions is one day longer than the regular school year.
Longevity plan provides for additional 3.5% at 10 years and 3.5% each 4 years thereafter.
Retirees who return to the district to serve in substitute positions shall receive the same level of salary they earned before they retired
(longevity pay shall not apply).

Appendix A- Salary Schedule

~~Retirees who return to the district to serve in substitute positions shall receive the same level of salary they earned before they retired.~~

~~Retirees who return to the district to serve in substitute positions shall receive the same step of pay that they earned prior to their retirement but at the step/rate of the position that they are substituting in.~~



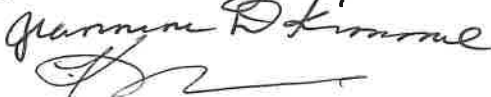
Retirees who return to the district to serve in substitute positions shall receive the same step of pay that they earned prior to their retirement but at the step of the position in which they are substituting. For example, a bargaining unit member who retired as an SEA III at step 7 but returns as a substitute SEA II will receive SEA II range at step 7; a bargaining unit member who retires as an SEA I, step 7 but returns as a substitute SEA II, will receive SEA II range at step 7. Longevity pay shall not apply.

This Tentative agreement does not impact any other section of the salary schedule other than the one reflected above and does not conclude negotiations on Article 24, Salary, which is ongoing between the parties.

For the District


Ryan Sheehy
Director of Human Resources
10/19/22

For CSEA


Annie Nolan, President, CSEA
10-19-2022

Yekhi Phala, CSEA Treas. 10/19/22

Garrym R. Kimball

Memorandum of Understanding
Between the Mt. Diablo Unified School District
and the

California School Employees Association, Chapter 43

October 19, 2022

This Memorandum of Understanding ("MOU") is entered into, by and between the Mt. Diablo Unified School District ("MDUSD" or "the District") and the California School Employees Association ("CSEA" or "the Association"), hereafter collectively referred to as "the Parties," on October 14, 2022 related to dental benefits.

1. The District and CSEA agree that for the 2022-2023 and 2023-2024 school years only, the District will offer a Delta Dental Optional Buy-Up Plan as an additional plan for CSEA unit members and CSEA unit members opting that plan will pay the difference in cost between that plan and the existing Delta Dental Basic Plan that is currently offered to CSEA unit members.
2. Nothing in this agreement changes the existing language of the Collective Bargaining Agreement.
3. This agreement is non-precedential and does not establish a past practice.
4. This Agreement shall expire as of June 30, 2024.

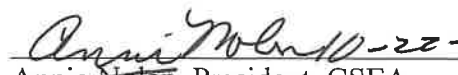
For the District




Ryan Sheehy
Director of Human Resources


10/19/22

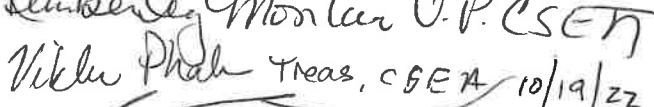
For CSEA



Annie Nolan, President, CSEA
Nolan


LPR


Jennifer DeKromme
Member of Monitor V.P. CSEA


Vikki Phah
Treas. CSEA 10/19/22

