

**TENTATIVE AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT AND LOCAL ONE: CST**

September 10, 2013

Article 22—Frequency of Evaluation

The District proposes changing this article as follows:

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

All remaining provisions of this article remain in effect.

Article 38—Transfer

The parties agree to change Paragraph 121(a) to read as follows:

"All vacancies within the bargaining unit shall be posted on the District website and an announcement emailed to all work sites where employees in the unit are regularly assigned at least seven work days prior to the deadline for transfer applications. A work day is defined as a day when the administrative offices of the District are open." All remaining provisions of this article remain in effect.

Article 39—Career Development

The District shall provide a Career Development Fund to the CST Unit for the purpose of education and training. All Local One members are encouraged to improve their knowledge and skills as they relate to their present position, to prepare for a higher position in their present or related field, or a degree program that relates to education or human services. The District will reimburse the cost up to \$400 so long as the funds are available to any current employed Local One employee who undertakes academic, technical, vocational training, or education. The up to \$400 reimbursement shall be known as the "Career Growth Award."

Effective March 27, 2007, the parties agreed to form a single committee to address issues pertaining to Career Development ("Committee"). This solo Committee replaced the current Professional Growth and Professional Enrichment committees. Effective September 5, 2013, the Committee will be comprised of two members assigned by Local One/ CST and two members assigned by the District. The Committee shall address issues pertaining to the articles and improvement, if any, and also will determine how the available funds are to be allocated, if applicable. The Committee shall discuss other issues as may arise to ensure that the parties meet their objective of providing career development to employees.

** Applications must be submitted to the Committee for review and approval prior to Beginning the Class or Training if a unit member intends to seek a Career Growth Award.

124. In-service 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.

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.

a. Responsibility of Applicant:

- 1) Each individual applicant shall seek out courses and submit his/her plan to the Committee for approval on the official District application form.
- 2) Each applicant shall keep an accurate accounting of all credits earned.

3) Each applicant will be required to provide proof of successful completion of courses before credit will be granted by the Committee.

b Use of One-time Carryover Funds

Effective with the 1995-96 fiscal year, the District shall establish a budget for Professional Growth Award of \$2,000. The unexpended balance will be carried forward from one year to the next. As of September 5, 2013 the balance of this fund is \$36,641.

Courses taken at any accredited college, university, business or technical school, or courses given by a recognized school shall be approved as follows:

- Reimbursement to a maximum of \$400 per employee per fiscal year.
- Eligibility is restricted to a minimum of one year's employment with MDUSD.
- Only non-probationary employees are eligible to participate in this program.
- A year, as described in this policy shall coincide with the District's Fiscal's year -- July 1 through June 30.

Eligibility to Participate in the Career Development Program.

- A. Courses must be taken on the employee's own time, outside his/her normal working hours. Request for reimbursements must be made on the approved forms available in the Personnel/ Human Resources Office.
- B. Employee must maintain a "C" level grade or receive a Certificate of Completion to be eligible for reimbursement and present proof of same at time of reimbursement request. Reimbursements shall be made within 30 days of completion of the course upon proof of satisfactory completion.
- C. An employee must satisfactorily complete a class in a qualifying job-related course. This program is restricted to limits to ensure fairness and availability to all eligible members within the unit.

- D. Upon completion of coursework - the employee is eligible for reimbursement for the class taken. Reimbursements are payable following receipt of (i.) credit with a passing grade of C or better, or pass on the pass/fail system, or Certificate of Completion, and (ii.) a Verifiable Receipt of monies paid by the actual employee. Please note: If an employee fails to satisfactorily complete an approved course, he/she shall not be eligible for any refund for that course. Copies of transcripts of grades, a record of units completed, and copies of Certificates of Completion of approved courses shall be placed in the employee's permanent personnel file.

- E. All education, training or programs approved under this program shall be completed on an employee's own time and at his/ her expense.

- F. A \$400 per employee per fiscal year limit shall apply to Professional Growth Awards.

Exclusions. Reimbursement will not be made for such expenses as graduation fees, student body fees, or optional fees.

Article 41—Salary

The District proposes a "Me Too" Agreement for the first year of the contract relative to salary that reads as follows:

"For the 2013-14 school year only, the parties agree that if the District and other recognized exclusive representatives and unrepresented groups negotiate a total compensation increase in excess of what Local One (CST) is receiving under this contract, then Local One (CST) 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. Total compensation expressly excludes any payment the District decides to provide for the additional two (2) workdays new teachers are required to work in excess of returning teachers' work year. This "me too" agreement shall be considered a part of the salary agreement for the 2013-14 school year only. The parties shall renegotiate salary in each year of this contract.

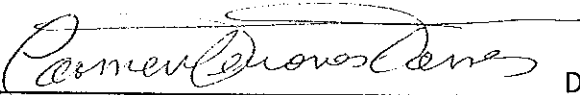
For the 2014-15 and 2015-16 school years, the parties shall reopen on the salary articles only. All other contract provisions shall be closed through June 30, 2016."

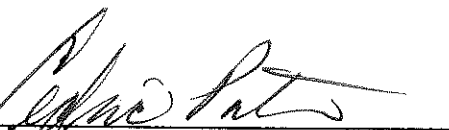
Article 43—Term

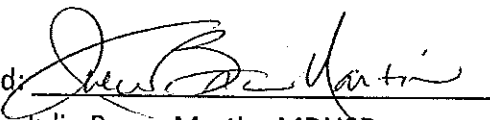
This agreement shall have a three-year term from July 1, 2013 through June 30, 2016. The union and the District shall present proposals for a Successor Agreement no later than October 30, 2015.

ALL OTHER CONTRACT TERMS REMAIN IN EFFECT

The other terms of the July 1, 2010 through June 30, 2013 remain in full force and effect for the term of this agreement unless specifically modified by the parties.

Signed: 
Carmen Terrones – Torres
Local #1, CST President
Dated: September 13, 2013

Signed: 
Karen Anthony, Business Agent
Cedric Porter
Dated: ~~September~~ ^{November} 8, 2013

Signed: 
Julie Braun Martin, MDUSD
Dated: September 13, 2013

District Enhancement to CST Tentative Agreement

Article 40—Salary

November 8, 2013

Article 40—Salary

The District proposes the following with relation to salary:

For 2013/14 School Year Only

- Effective July 1, 2013, a 3.0% ongoing salary increase.
- A 2% one-time (off schedule) salary increase.
- Me Too Agreement:
“For the 2013-14 school year only, the parties agree that if the District and other recognized exclusive representatives and unrepresented groups negotiate a total compensation increase in excess of what Local One (CST) is receiving under this contract, then CST shall receive the same increase based on its proportional share of total compensation expenditures of the district for all employee groups. Compensation is defined as salary, benefits, cash in lieu of benefits, stipends for advanced degrees, and days of work. Total compensation expressly excludes any payment the District decides to provide for the additional two (2) workdays new teachers are require to work in excess of returning teachers’ work year. This “Me Too” agreement shall be considered a part of the salary agreement for the 2013-14 school year only. The parties shall renegotiate salary in the remaining years of this contract. ”

For the 2014-15 and 2015-16 School Years

- The parties shall reopen on the salary article only.
- All other contract provisions shall be closed through June 30, 2016.