



Stronger Together

Public Employees Union, Local One

THE UNION FOR PUBLIC EMPLOYEES
ORGANIZED 1941

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November 13, 2017

Dr. Nellie Meyer, Superintendent
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, California 94519

**Mt. Diablo Unified School District
CST Unit
Sunshine Contract Proposals
2018 – 2020**

Dear Dr. Meyer:

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

Article #4 – Organizational Rights (p.3)

g. (New) Employee Orientation language - As part of the legislation recently passed AB 119 – New Hire Orientation Procedures - legislation requires that public employers shall provide the exclusive representative of those employees' mandatory access to its new employee orientations. The parties shall provide CST / Local One information and an invite to meet with said new employees at this orientation session no less than 10 days' notice in advance of an orientation.

Mt. Diablo shall provide the exclusive representative (Union) with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of newly hired employees within 30 days of hire or by the first pay period of the month following hire.

The Union is interested in receiving the notification of an orientation and receiving the employee information within the 30 days of new employee's hire.

Article #33 - Holidays (p. 30)

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

94. Floating Holidays. * Increase to two (2) days. The District shall provide for an additional float day as a paid holiday. The date of such holiday shall be selected by the employee subject to approval of the District. That approval shall not be unreasonably withheld.

Article # 36 – Layoff Procedures (p. 37)

107. Notice * AB – 1908. (Housekeeping) Information/ days of proper notice contained in this article shall be updated for reasons of consistency with current Ed code law. The correct number of days for proper notification shall be changed.

This bill requires that written notice be given to a classified employee of a school district subject to layoff not less than 60 days before the effective layoff date if the termination date of a specially funded program is other than June 30, or if a classified employee is subject to layoff as a result of a bona fide reduction or elimination of a service performed by a department. To the extent that this bill would impose new duties on school districts and community college districts, it would impose a state-mandated local program.

Article # 42 – Salary Administration (p.49)

129. Step Increase (a) (b) (Add) New Step. The District shall provide for additional steps to all unit salary schedules.

This new step shall apply to all terms as described in current language regarding initial placement, advancement to next steps, and succeeding step language.

131. Longevity Pay (p.50)

131. The District shall increase the longevity pay to 5% per increment.

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

Article #43 – Salary (p. 51)

2018/2019. The District shall provide a salary increase to all bargaining unit employees, across-the-board, effective July, 1, 2018, and July 1, 2019. This shall be an ongoing salary increase to the salary schedule.

The District shall provide for a 5% raise each year of the 2-year contract across the board for all positions.

Furlough Days. There shall be no furlough days taken by bargaining unit members during the term of this MOU.

134. “Me Too” Agreement – For 2018/19 and 2019/20 School Years. If there is an increase in total compensation for another bargaining unit, represented or unrepresented, Public Employees Union Local One shall receive the equivalent increase in total compensation.

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

Article #44 – Employee Benefits (p. 51)

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

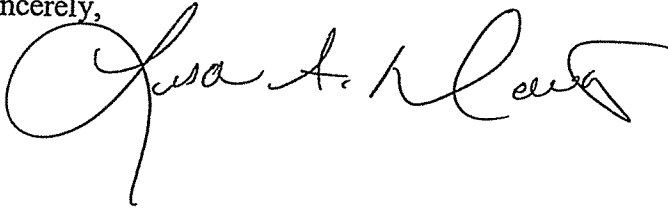
Article #45 - Term (p.54)

150. Amend Agreement to reflect a closed Agreement from July 1, 2018 through June 30, 2020.

151. Successor Agreement. The Union and the District shall present proposals for a Successor Agreement no later than October 30, 2019.

On Behalf of the members of the Mt. Diablo Unified School District CST Unit and the Public Employees Union, Local One we reserve the right to add, amend, or modify any article of the contract that are the subject of the collective bargaining agreement process. We are looking forward to collaboration and cooperation between the parties to negotiate a successor agreement. Please contact my office for a schedule of mutually convenient times to meet at the bargaining table.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa A. Davis". The signature is fluid and cursive, with a large initial "L" and "D".

Lisa A. Davis
Senior Business Agent
PUBLIC EMPLOYEES UNION, LOCAL ONE

Cc: Negotiating Team Members