

**MT. DIABLO UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS MT. DIABLO CHAPTER No.43
AGREEMENT SUMMARY**

Mt. Diablo School District (District) and the California School Employees Association and its Mt. Diablo Chapter No. 43 (CSEA) hereby tentatively agree the parties have satisfied required negotiations for the 2018-2019 Reopener, per *Article 24 – Salary*, of the Collective Bargaining Agreement:

Attached Articles Tentatively Agreed

- Article 3 – Organizational Security
- Article 23 – Salary Administration
- Article 24 – Salary

All other provisions of the 2016-2019 parties' collective bargaining agreement remain unchanged.

Signed by:

For CSEA:

Date

<u>Annie Nolan</u>	<u>10-21-19</u>
<u>Kebede Moten</u>	<u>10/21/19</u>
<u>Dennis [Signature]</u>	<u>10-21-19</u>
<u>Sharon [Signature]</u>	<u>10/21/19</u>
<u>Vickie Phelan</u>	<u>10/21/19</u>
<u>[Signature]</u>	<u>10-21-19</u>

For District:

Date

<u>[Signature]</u>	<u>10/21/19</u>
<u>[Signature]</u>	<u>10/21/19</u>
<u>[Signature]</u>	<u>10/21/19</u>
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<u>[Signature]</u>	<u>10/21/2019</u>
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ARTICLE 3

ORGANIZATIONAL SECURITY

3. Membership and Dues Deduction:

District shall distribute CSEA-supplied membership applications to new hires. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of Janus decision.

The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database. *SW*

CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

4. Dues Deduction:

The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

The District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

There shall be no charge by the employer to CSEA for regular membership dues deductions.

5. Membership Information

The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.

The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

6. Hold Harmless Provision:

CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

3. CSEA Dues and Service Fee Deductions

~~All unit members shall join CSEA, pay to CSEA a service fee, or file a request for religious exemption in accordance with this Article. The District shall deduct CSEA dues from the wages of all employees who are members of CSEA and who have submitted dues authorization forms to the District. The dues deduction shall be based on the dues and service fee schedule provided by CSEA to the District and shall be consistent with the requirement of Government Code §3546. The employees shall maintain their membership in CSEA during the term of this Agreement.~~

~~The District shall deduct service fees from the wages of all unit members who are not members of CSEA or who revoke their CSEA dues deduction authorization. The service fee shall be based on the CSEA dues and service fee schedule and shall be payable to CSEA for the representational duties required under the Educational Employment Relations Act. The District shall immediately notify CSEA if any member revokes their dues authorization.~~

4. Religious Objection

~~Any unit member who is a member of a religious body whose traditional tenets or teachings include prohibitions to joining or financially supporting an employee organization shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment. Such employees shall be required, in lieu of a service fee, to contribute (per payroll~~

DATE: _____

TIME: _____

~~deduction by the District) to a local District foundation which is exempt from taxation under §501 (c) (3) of Title 26 of the Internal Revenue Code.~~

~~A unit member who belongs to a religious body as described herein shall provide the basis for his or her religious objection to the District and CSEA in writing and shall execute a written authorization for the payroll deduction. If the unit member does not submit a payroll deduction authorization, the District shall deduct an amount equivalent to the CSEA service fee directly from the unit members salary and shall distribute the fee to a 501 (c) (3) foundation. The employee may select a 501 (c) (3) foundation from the Districts list of approved organizations.~~

5. Remittance of Dues

~~The amounts deducted pursuant to paragraphs 3 and 4 shall be remitted promptly to CSEA with an alphabetical listing of the employees from whom deducted. The District will provide CSEA with a list of all bargaining unit employees, and their home addresses and telephone numbers, by October 31 of each year, so that CSEA can notify service fee payers of their rights under the law and CSEA policy. This information shall be provided by the District unless the bargaining unit employee has requested in writing that the District not release such information.~~

6. Hold Harmless

~~CSEA shall indemnify, defend and hold the District, Board members and employees harmless from any and all claims, demands or lawsuits, or any other actions, arising from actions taken or omissions by the District pursuant to its obligations contained in this Article.~~

Signed by:

For CSEA:

Date

Arnie Mc... 10-15-18

Demberle... 10/15/18

Dennis B... 10-15-18

Vicki Phelan 10/15/18

[Signature] 10-15-18

For District:

Date

Suztha Espinosa 10-15-18

**ARTICLE 23
SALARY ADMINISTRATION**

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 pays. Longevity pay, including compensation that is reported to CalPERS shall meet the legal requirements.

79. 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. 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.

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.

80. 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 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.

81. 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, §80 (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.

82. 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, §80.

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

83. 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. 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 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) years thereafter.

- c. Paragraph (b) does not include cases in which the District automatically deposits funds into an employee's bank account. In those cases, the District will adhere to electronic deposit laws which currently allow funds to be withdrawn within seventy-two (72) hours of the automatic deposit. When the deposit exceeds the correct pay amount, current electronic banking laws requires the entire deposit to be withdrawn. The District shall promptly notify the employee of the reversal of the automatic deposit and shall issue a pay warrant for the correct amount to the employee as soon as possible but in no case later than three (3) business days.

87. 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.

88. Specialized Physical Health Care Assistance

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

89. 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 percent (5%) 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 per cent (5%) stipend per paragraph a-c above, may still be eligible for Out of Classification

84. 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 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.

85. 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 percent (5%) 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.

- 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 percent (5%) 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.

86. Erroneous Pay Warrant/Payroll Notification

- a. If the employee is issued an erroneous pay warrant, the employee shall notify the District of the error and a new warrant shall be issued within five (5) work days of the date such error is determined.

- 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.

compensation per paragraph 85.

Signed by:

For CSEA:

Date

<u>[Signature]</u>	<u>10-21-19</u>
<u>[Signature]</u>	<u>10-21-19</u>
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<u>_____</u>	<u>_____</u>

ARTICLE 24

SALARY

FOR THE 2018-2019 SCHOOL YEAR

- 89. Effective July 1, 2018, a two percent (2.0%) off-schedule, one-time, salary payment, calculated on each employee's 2018-2019 base salary, to all unit members in paid status as of the date of final ratification.

Signed by:

CSEA

Kempale Montoya 10/21/19
Anna Nolan 10-21-19
Kelli Phedr 10/21/19
Sharon Batts 10/21/19
Demetri 10-21-19
[Signature] 10-21-19

MDUSD

[Signature] 10/21/2019
[Signature] 10/21/19
[Signature] 10/21/2019
[Signature] 10/21/19
J. Smith 10/21/19

