



# Public Employees Union, Local One

THE UNION FOR PUBLIC EMPLOYEES  
ORGANIZED 1941

Mailing Address: PO Box 6783, Concord, CA 94524-1783  
Union Hall: 4057 Port Chicago Highway, Suite 100 Concord, CA 94520  
Phone: (925) 228-1600 ♦ Fax: (925) 825-1812  
www.peu1.org ♦ info@peu1.org

November 17, 2023

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

**Mt. Diablo Unified School District  
Clerical, Secretarial, Technical (CST) Unit  
Sunshine Contract Proposals  
2024-2026**

Dear Dr. Clark,

Pursuant to Article 45 (Subsection 150), Successor Agreement, and discussions with District Staff, the Union is hereby presenting proposals for a successor agreement between the Union and the District. The Union is very interested in improving the working conditions of our members, particularly in the areas of wages, hours of work, benefits, and other areas that affect our employment with the district. We would like to meet to initiate dialogue for the improvement of the contract that will include, but is not limited to the following articles:

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

Change Article 18 so employees have 1.5 days of sick leave per month instead of 1 day.

**ARTICLE # 24 – Application**

Change the contract language so that District Policies and Procedures are grievable.

**ARTICLE # 26 – Safety**

Amend Subsection 58 so that the response time from reports of unsafe working conditions from MDUSD management is 10 days and not 15 days. Add a form in the Appendix of the contract for reporting unsafe working conditions like MDEA has in their contract.

**ARTICLE # 32 – Vacation**

Remove the contract language in subsection 90 C. to allow managers to schedule vacations. Increase the number of days that an employee can carry over of vacation accruals outlined in Subsection 92. a and b.

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

### **ARTICLE #33 – Holidays**

Add Juneteenth to Subsection 94. Holiday Entitlement (\*Add an Additional Holiday) Juneteenth (June 19<sup>th</sup>)

### **Article 34 Discipline**

Add new Subsection 99. Weingarten Rights so the rights of the employee and Union Representative are clearer regarding investigations by MDUSD management.

\*Update numbering of other subsections to reflect new number and other references to subsection numbers throughout the contract\*

### **Article 38 – Reclassification**

Overhaul Subsection 123 so that there is a standardized form such as Position Description Questionnaire that is used for the reclassification process and not a committee. Add the agreed upon form to the Appendix of the contract.

### **ARTICLE # 42 – Salary Administration**

Add an additional step in Subsection 131. step increase so there are 7 steps for all CST represented classifications at a 5% pay increase for each step, and update this in Appendix A, the Salary Schedule.

Improve Subsection 133. Longevity Pay so there is a higher percentage increase and less years of service between each increase.

### **136. Bilingual Pay**

Add a subsection 4 requiring the district to inform new employees of their right to bilingual pay in their new employee orientation and of the testing process to obtain bilingual pay.

**ARTICLE # 43 – Salary** CST is seeking salary adjustments/improvements comparable to what other MDUSD bargaining units in the District Management Association have bargained and amend language to the “Me Too” clause that covers all bargaining units and District Management Employees.

**ARTICLE # 44 – Employee Benefits** CST is seeking language where the district pays 100% of the CalPERS Kaiser rate for all represented employees and an increase to cash in lieu monthly amount.

### **ARTICLE 45 – Term**

Amend, **Subsection 149 Term**, to reflect a closed Agreement from July 1, 2024, through June 30, 2026.

Amend, **Subsection 150 Successor Agreement**, to begin negotiations no later than March 30, 2026.

Housekeeping shall occur throughout the contract (i.e. Updating references to other sections or subsections within the contract and the correct numerical order of the Table of Contents).

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

Sincerely,

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

CC: CST Negotiating Team Members  
Laura Juranek  
John Rubio  
Ryan Sheehy  
Kim Vaiana