

**Package Proposal AFSCME Local 1 CST
CST & MDUSD Limited Reopener Negotiations May 2023**

MDUSD Package Proposal to CST on 5-9-2023 @ 3:00 pm

CST Package Proposal to MDUSD on 5-18-2023 @ ____ pm

MDUSD counter to CST on 5-25-2023 @ 11:08 a.m.

CST counter to MDUSD on 5-25-2023 @ 12:20pm

MDUSD counter to CST on 5-26-23 @ 4:25 p.m.

**ARTICLE 42
SALARY ADMINISTRATION**

129. Definitions

- a. All education, training or programs approved under this program shall be completed on an employee's own time and at his/her expense.
- b. 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 items which are: shift differentials, temporary upgrade pay, off salary schedule pay, and special assignment pays. Special Compensation must meet the requirements of CCR section 571 (1) and (2) in order for it to be reportable for CalPERS members.

130. Initial Placement

- a. ~~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.~~ 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 determined 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.
- b. ~~Per the rights afforded by current law, t~~The District shall place any newly created CST bargaining unit classification(s) on the salary schedule, subject to negotiation with Local One, C/S/T 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.

131. Step Increase

- a. 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 (130 work days) of probationary service in the class. The employee's Anniversary Date shall be established for future five (5) percent annual 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.
- b. Following the initial step advancement, succeeding step adjustments shall be granted annually on the employee's established Anniversary Date. The 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.

132. **Salary on Promotion**

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 Appendix D, providing he/she is not at the final step.

133. **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 in the enhanced base pay. ~~Employees completing five (5) years of continuous service shall receive an additional three point five (3.5%) percent of their salary schedule rate, and an additional three point five after seven (3.5%) of their salary schedule after seven (7) years of service.~~ 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 completion of each four (4) year period thereafter.

134. **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.

135. **Temporary Assignment Out of Classification**

An employee assigned and approved by his/her supervisor to perform more than 50% of the duties of a higher classification (reference Govt. Code 20480 I) over the duration of five (5) consecutive work days or more for a vacancy or an ongoing absence, other than those of the classification to which he/she is currently assigned, shall receive an upward salary adjustment of five percent (5%). This salary adjustment of five percent (5) will be above his/her regular rate of pay for the period of the temporary assignment (not to exceed 960 hours for the fiscal year, (reference Govt. Code 20480 a).

136. **Bilingual Pay**

- a. CST 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:
 - 1) demonstrate a fluent oral and written command of the primary language other than English by successfully passing the bilingual assessment test for clerical and secretarial unit members:
 - 2) 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
 - 3) occupy an eligible position identified by the Superintendent or designee per paragraph 136c.
- 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.
- 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 compensation per paragraph 135.

ARTICLE 12
INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

24. Accrual and Definition

An employee shall receive sixty (60) work days leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the employee becomes ill or is injured while he/she is serving the District and the accident or illness is reported to the agency handling Workers Compensation claims in accordance with their regulations and the agency accepts responsibility for the treatment of the employee.

25. Non-Accumulation

Allowable leave shall not be accumulated from year to year.

26. Administration

- a. Industrial accident or illness leave shall commence on the first day of absence.
- b. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers Compensation laws of this State, exceed the normal wage for the day.
- c. Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers Compensation.
- d. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
- e. The industrial accident or illness leave shall be used in lieu of sick leave benefits. When entitlement to industrial accident or illness leave under this Article has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers Compensation laws of this State at the time of the exhaustion of benefits under this Article, he/she shall be entitled to use only so much of his/her accumulated and available sick leave and vacation leave, which, when added to the Workers Compensation award, provides for a day's pay at the regular rate of pay.

- f. During all paid leaves of absence, whether industrial accident leave as provided in this Article, sick leave, vacation, compensatory time or other available leave provided by law or by this Agreement, the employee shall endorse to the District wage loss benefit checks received under the Workers Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Article.
- g. Any employee receiving benefits provided in this Article shall, during the periods of injury or illness, remain within the State of California unless the Superintendent authorizes travel outside the State.
- h. The Superintendent or designee shall require certification by the attending physician that the employee is medically able to return to and perform the duties of his/her position.
- i. An accident report shall be filed with the General Counsel's Office within twenty- four (24) hours after the occurrence of the accident.

**ARTICLE 13
MATERNITY LEAVE**

27. **Pregnancy, Childbirth, Miscarriage and Recovery Therefrom**

~~The below language may be out of date as FMLA and CFRA laws are continuously changed and updated every year. Members will follow and access all the benefits allowed by current California Education Code, state laws and federal laws.~~ Each female employee is entitled to a leave of absence from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. Maternity leave shall be subject to the provisions covering sick leave. The length of the disability shall be determined by the employee and the employee's medical advisor. If the employee elects not to use sick leave, a request for leave of absence without pay shall be submitted to the Director of Personnel, before the expected date of delivery, specifying the expected beginning and end of the leave and the anticipated date of delivery as determined by a physician.

**ARTICLE 14
NEW PARENT LEAVE**

28. **Unpaid Leave**

~~The below language definitions) may be out of date and FMLA and CFRA laws are continuously changed and updated. Members will follow and access all the benefits allowed by current California Education Code, state laws and federal laws.~~

a. **Newborn**

~~An employee who is a male or female~~ parent of a newly born child shall be entitled, upon request, to a leave of absence without pay to commence any time during the first year after the birth of the child. This leave shall not exceed one (1)

calendar year.

b. **Adoption**

~~An male or female~~ employee who adopts an infant child (one [1] year of age or less) shall be entitled, upon request, to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. This leave shall not exceed one (1) calendar year.

29. **Paid Parental Leave**

Definitions

"Parental leave" is leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. This leave is commonly referred to as "bonding leave", and this article uses the terms "bonding leave" and "parental leave" interchangeably. The intent of this Article is to incorporate the Government Code provisions providing for parental leave and any updates to it.

Eligibility

The employee needs to have been employed by the District for 12 months prior to the request for leave to be eligible.

The initial date of hire will be used to determine whether an employee has met the 12 months of employment requirement. Summer and other calendar breaks do not count against the employee. Time in probation does count toward the time employed.

Entitlement

An eligible employee is entitled to 12 workweeks of bonding leave to be utilized during the first year following the birth or placement of a child with the parent through foster care or adoption. Twelve workweeks means the equivalent of 12 of the employee's normally scheduled workweeks. Employees are only entitled to one 12-workweek period of parental leave in any 12-month period.

An employee must first exhaust all available sick leave, including all accumulated sick leave, and continue to be absent from his/her duties on account of parental leave in order to gain access to differential pay.

The 12-workweek differential period is reduced by any period of sick leave, including accumulated sick leave, taken during parental leave.

An employee who elects not to exhaust his/her sick leave during the parental leave is ineligible for and would be on an unpaid leave.

While out on parental leave, an employee is also entitled to receive any applicable health benefits the employee was receiving immediately before the commencement of the leave. The employee is still required to pay his/her regular contribution while on parental leave and the District will notify the employee of this requirement.

This article provides a separate and distinct 12-work week pay entitlement for parental leave which is in addition to any other differential pay leave. An employee is eligible for parental leave with difference pay even if they have used all five months of difference pay due to extended illness.

This leave may be utilized anytime during the year following birth or placement of a child and may be split over two school years if it has not been exhausted.

A bonding leave does not have to be taken in one continuous period of time; the minimum duration of the leave shall be two weeks, except that the District can grant a request for a leave of less than two weeks' duration on any two occasions with prior notice. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

ARTICLE 15 OFFICIAL APPEARANCE AND JURY LEAVE

30. Official Appearance

An employee shall be granted a leave of absence when ordered to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

31. Jury Duty

An employee shall be granted a paid leave of absence when required to report for jury duty during regular work hours, except that an employee whose assigned shift begins at or afternoon shall be released from duty on any day during which he/she is required to serve at least four (4) hours jury duty.

Employees on telephone standby for jury duty during assigned work hours shall take calls from their work location.

32. Compensation

Employees granted such leaves of absence shall pay to the District any amount received as jury or witness fees. Any mileage or parking allowance shall not be deemed to be a fee.

ARTICLE 16 FAMILY CARE LEAVE

33. ~~The below language may be out of date and FMLA and CFRA laws are continuously changed and updated. Members will follow and access all the benefits allowed by current California Education Code, state laws and federal laws.~~ The District shall provide leave consistent with related leaves within this agreement, as well as Federal and State family care leave requirements (CFRA and FMLA).

**ARTICLE 17
MILITARY LEAVE**

34. General Entitlement

The rights of employees to military leave are governed by the applicable federal and/or state statutory provisions.

35. District Paid Medical, Dental and Vision Benefits While on Active Military Duty

- a. Eligible unit members shall be entitled to receive up to 180 calendar days of medical, dental and vision benefits pursuant to Education Code section 44018, subdivision (b)(2).
- b. If a unit member remains on active military duty beyond the 180 calendar days set forth above, the District shall, pursuant to Education Code section 44018, subdivision (b) (1), provide the unit member a monthly stipend sufficient to cover the cost of continuing the health and welfare benefits set forth in (a) above on a month-to-month basis for the duration of the unit member's active military duty. The unit member shall execute, as necessary, authorization(s) needed to implement this provision, including but not limited to, an Internal Revenue Code (IRC) section 125 payroll deduction.

36. Use of Earned Vacation, Compensatory Time Off (CTO), and Personal Necessity Leave While on Active Military Duty

Unit members shall be entitled to utilize their earned vacation leave, compensatory time off (CTO), and personal necessity leave (as authorized in this Agreement) while on leave for active military duty. Such leaves shall be utilized as if the unit member is rendering service to the District, i.e., in place of the employee's regular workdays.

**ARTICLE 18
SICK LEAVE**

37. 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.

38. Notice of Sick Leave

- a. In order to receive compensation while absent on sick leave, 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. At least one day prior to his/her expected return to work, the employee must notify his/her supervisor in order that any employee filling the position on a substitute basis may be terminated.
- b. In addition, the absence must be entered in the District Absence Management System. If help is needed, the employee can first refer to the site Office Manager; if further help is needed, the employee should contact their school's assigned HR substitute help person. District Absence Management System Help Desk in Human Resources. At the end of the month the employee shall sign the appropriate absence confirmation form.

39. Verification

- a. In order to receive compensation while absent on sick leave, the employee must notify his/her supervisor no later than one (1) hour before his/her shift is to begin on the first day absent, unless conditions make notification impossible. At least one day prior to his/her expected return to work, the employee must notify his/her supervisor in order that any employee filling the position on a substitute basis may be terminated.
- 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.

40. 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. Following current CA Education code for classified employees, and effective with leaves that start after July 1, 2023, leaves that are provided by the terms of this or other articles in this CBA, including comp time, and vacation time, are part of, and will concurrently overlap with, an employee's 5 months of differential time.

However, an employee will be asked and required to confirm prior to, or at the very beginning of, their leave if they would like to utilize part or all of their total earned but unused vacation leave balance to

replace their full work days/daily FTE (i.e. 8 hours) in order to continue to be compensated. ((This option is exclusive of, and may not apply, when any current laws or rare instances (e.g. receipt of initial family temporary disability insurance benefits) allow an employer to require an employee to use vacation leave (See Cal. Unemp. Ins. Code § 3303.1(c))."

If there is no substitute filling the position, the employee will receive their full pay.

41. **Sick Leave Donation**

The purpose of this procedure is to allow a Local One (CST) 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. If the transfer of sick leave days is approved by the District the employee may donate a minimum of eight (8) hours to a maximum of forty (40) hours, provided the employee does not reduce his/her sick leave accrual below two hundred and forty (240) 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. Workers' compensation claims are excluded from this program.
- g. The unit member shall first use the balance of his/her current annual entitlement, then his/her accumulated days, vacation days and compensatory time. Donated days shall run concurrently with extended leave.
- h. The combination of all paid leave, inclusive of the summer recess, shall not exceed 12 calendar months. It is expected that if the illness/disability is to exceed this period of time, the employee should apply for PERS disability allowance, if applicable.

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

ARTICLE 37 PROMOTION

119.111. First Consideration

Permanent employees in the bargaining unit shall be given first consideration in filling any job vacancy within the bargaining unit which can be considered a promotion, assuming such employee(s) has complied with the selection procedure (i.e. the HR Department will continue its practice of arranging for the paper materials application packet of existing employees to be reviewed first, and for existing employees to be scheduled to interview first (within the same day of interviews)).

120.112. Posting of Notice

- a. Notice of all job vacancies in the unit shall be posted on line-the bulletin boards in prominent locations at each District job site, unless an eligibility list has been previously established.
- b. The job vacancy notice shall remain posted for five six (56) work days, during which time employees within the unit may apply for 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 Director of Personnel 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 fewer than twelve months a year shall be mailed all vacancy notices during recesses at the same time as they are distributed for posting. Beginning in the summer of 2003, tThe District will discontinue the summer mailings and will instead notify employees of all vacancies through the District's website, and job line. If the website and job line are not functional with all job openings up to date according to the District's posting schedule as of June 15 of each year, the District will resume the

~~mailing~~. 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 Personnel Office. ~~In addition, all job announcements will be posted in the Personnel Office during the summer recess.~~

121.113. Notice Contents

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.

122.114. Filing

Any employee in the bargaining unit may apply for the vacancy by submitting ~~an electronic written~~ application to the personnel department within the application period. Any bargaining unit employee on leave or vacation may authorize his/her Shop Steward to file on the employee's behalf.

123.115. Promotional Order - Eligibility Lists

Eligibility lists may be maintained for certain entry and high turnover classifications. In the case of vacant positions for which there is an eligibility list of ~~five three (53)~~ or fewer permanent employees, management shall fill the position pursuant to paragraph 117, sections "e" and "f" of this Article.

If more than ~~five three~~ permanent employees are on the list, management shall fill the position from those permanent employees on this list.

124.116. Testing Procedures

- a. ~~In addition Prior~~ to qualifying for oral examinations (interview) which are required for all positions, candidates ~~may be required to must~~ successfully complete an initial test subject to the provisions of paragraph 116c.
- b. If an individual applies for a vacancy at his/her same salary level and the written test is the same as for his/her current position or applies for a vacancy in a lower classification for which the same skills are required but to a lesser degree, he/she is not required to take the written examination for the position being sought. However, he/she is still required to compete in the interview process. (List of "same test" positions attached as Appendix B.)
- c. If an individual ~~is required to and~~ successfully completes ~~a the~~ written test but is not chosen for the promotion following the interview process, the written test results are valid for five (5) years for that classification plus lower classifications for which the same skills are required but to a lesser degree. In such a case, it is still the individual's responsibility to apply for subsequent promotional opportunities during the two-year period. All members will have a thirty (30) day grace period after expiration of the five

(5) year period. During the grace period, members can still apply and interview for promotional openings.

~~d.~~ The District determines which candidates shall qualify to be interviewed, based upon its assessment of the initial tests. A maximum of ten (10) candidates may be interviewed based upon the highest scores above the minimum passing score. Candidates with an Associate's degree or higher do not need to take a test.

~~e.d.~~ The District determines which types of tests will be required for any promotional position. The District will notify Local One prior to implementation of any changes in the tests required for a position. (Types of test attached as Appendix B.)

~~f.e.~~ The District determines the content of all tests and when and/or how tests shall be upgraded or otherwise modified. The District will notify Local One prior to implementation of any changes in the content of tests.

~~g.f.~~ If a unit member passes a portion of the written test but not the entire test, and wants to retake it, the unit member shall only be required to retake the portion(s) not passed. The validation time period of five (5) years commences once all portions of the test have been passed. All portions of the test must be passed within a twelve (12) month period to trigger the validation time period of five (5) years.

125.117. Interview Procedures

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

~~b.a.~~ In the case of a vacant position for which there is at least one unit member candidate and no eligibility list, an interview team shall rate candidates. The voting membership of the interview team shall include an equal number of management and Union appointees. The Local One appointee cannot be the same person who is vacating the position in question. The team shall be chaired by a representative of the Personnel Office. 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.

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

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

~~e.d.~~ **Five (5) Three**-or Fewer Candidates: If there are **five three**-or fewer qualified candidates, or if no unit members apply, the District may determine to:

- 1) 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

- 2) Readvertise the position.
- f. If the hiring supervisor rejects all candidates, or if no interviews are held due to the District's choice to readvertise the position, the original applicants' test results are valid upon readvertisement 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 (e.g. 15 minutes to at least one-half hour) of the interview to determine questions to be asked during the interview. Such questions shall be limited to job- related 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 "three or fewer" immediate supervisor interview, a performance/demonstration examination may be required as part of the interview with the hiring supervisor. The District may use performance demonstrations and related scoring criteria from a list created by the Personnel Department and approved by the CST Unit President or designee. Copies of both shall be on file in the Personnel Office. The candidate shall be notified of any additional performance demonstration requirements at least forty-eight (48) hours prior to the interview.
- i. Union Appointees to Interview Panel: When a panel is to be convened, school sites may identify their panel members (but may not include the incumbent). For DENT positions, the District shall contact the CST Unit Local One President and CST unit officers, -or designee and request the name of a union- appointed panel member. Within two (2) working days of the request, the Local One President or designee shall provide the District with the name of an available, qualified unit member from the job classification in question to serve on the interview panel. If a name is not provided within the two (2) working day period, the District may appoint the panel member.
- j. ~~A Director from the Human Resources Office may shall meet with an employee, upon written request, to discuss why the employee was not selected for a position. Neither this meeting nor the reasons provided shall be subject to the grievance procedure.~~

126.118. **Promotional Procedures**

Where an employee has accepted a promotion in the District, the current manager may hold the employee for no more than thirty 30 45 14 calendar days after District Human Resources provides written notice of the promotion to the employee. However, the District agrees to begin to compensate the member at the new and correct compensation level after calendar day 30 regardless if the promotion has begun. The new supervisors should negotiate a reasonable start date preferably two (2) weeks from the date of promotion.

Promotional procedures shall only be as described in this Agreement. Promotions are governed by Board Rule 4213.2(a) (which is an Appendix D to this Agreement) except as expressly modified or abridged by the terms of this Agreement.

127.119. **Allegations of Violations**

Allegations of procedural violations of this Article are subject to the grievance procedure (Article 29) as follows:

~~a.~~ Sections 111 up to and including Section 115, and Section 117b are grievable through Step 5 (Arbitration).

~~b.a.~~ Every other section of this Article is grievable through Step 4 (Assistant Superintendent of Personnel or Designee).

~~Side Letter Agreement Between
MDUSD & CST
Regarding
No Strike or Concerted Effort~~

~~Due to the unforeseen circumstances in the after years of the Covid-19 Pandemic, and acknowledging that the needs of public school students should be the priority for the foreseeable future, the District and the Union agree to the following:~~

~~CST and the Board agree that any future differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. CST, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, support or condone any strike, work stoppage, sympathy strike, slow down or any other concerted refusal to perform work duties as required in this Agreement, and will not sanction or encourage any such acts, by any employees in the unit. CST agrees that members absent during the work stoppage of any other unit will be required to present a doctor's note for any such absence and members will not be paid without a doctor's note. The Board, in consideration of the terms and conditions of this Agreement, will protect CST members and not authorize or permit any lockout of Association members or other persons covered by this Agreement.~~

~~In the event of a strike, work stoppage, sympathy strike, slow down or other interference with the operations of the District by unit members who are represented by CST, CST agrees that the district may immediately notify each unit member engaging in the action of his/her obligation to cease such activity, and that such activity may result in non-paid service with a negative effect on their retirement accrual.~~

~~This side letter of agreement will go into effect at the time of below signatures.~~

District: _____ CST: _____

Date: _____ Date: _____

ARTICLE 34 DISCIPLINE

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

99. Progressive Steps

In ~~handling administering~~ disciplinary matters, ~~it is intended that the~~ progressive steps will be utilized to the greatest extent permitted by individual circumstances, and ~~that the level of~~ discipline shall be commensurate with the offense. Progressive steps may be as followed except ~~that steps "a" and "b" are mandatory in dealing with causes of a cumulative nature. If the discipline is severe, of the offense is such that~~ the District may determine it necessary to skip a step or steps.

a. Verbal reprimand

~~a-b.~~ Written warning

c. Written reprimand ~~with a copy to the employee's Personnel File~~

~~b.~~

~~e-d.~~ Suspension without pay. 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. [Moved up from below existing language]

e. Involuntary reassignment or demotion: [moved up from below]

1). Involuntary demotion is placement in a lower classification.

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

~~d.~~

Dismissal

~~d-f.~~ Dismissal - Dismissal is removal from the employment of the District.

~~100.~~ Disciplinary Action

~~The following disciplinary actions may be taken by the District against a permanent employee for the causes listed in Section 99.~~

~~a.~~ Dismissal is removal from the employment of the District.

~~a.~~ 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.

~~b.~~ Involuntary demotion is placement in a lower classification.

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

101.100. Cause

A permanent employee may have disciplinary action taken against him/her for any of the following causes:

- 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 Section 44010, conviction of a controlled substance offense as defined in Section 44011, or conviction as a sexual psychopath under the provisions of Article 1 (commencing with Section 6300), Chapter 2, Part 2, Division 6 of the Welfare and Institutions Code or under similar provisions of law of any other state.
- 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.

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

- ~~a. Administrative Leave~~ ~~[Dan H. We should move this above or remove - Admin leave is not disciplinary]~~
- a. 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 of Human Resources after the employee has been notified of the allegation(s).

a-b. Informal Meeting Hearing

An employee, against whom disciplinary action will be taken, shall meet with the Assistant Superintendent/Personnel 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. Predisciplinary (Skelly) Meeting

The District shall provide written notice of the charges as set forth below and offer the employee an opportunity for a pre-disciplinary (Skelly) meeting on the charges.

b-d. 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:

- 1) **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.
- 2) **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 by such notice.
- 3) **Access to Material.** The employee may, upon request, have copies of the material upon which the charges are based.

e. Formal Hearing

39.

- 1) **Involuntary Reassignment, or Demotion for Discipline, or Suspension**
 - a) If a hearing is requested, it shall be conducted by the Superintendent or his/her designee.
 - b) 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.

- c) The employee shall be given the opportunity to be represented at the hearing by a representative of his/her choice.
- d) Technical rules of evidence shall not apply at the hearing.
- e) 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 accord with 102(e) of this Article.

2) Suspension

Suspension shall be administered consistent with Education Code section 45113(f).

Note: (f) (1) Except as specified in paragraph (2), a permanent employee who timely requests a hearing on charges against the employee shall not be suspended without pay, suspended with a reduction in pay, demoted with a reduction in pay, or dismissed before a decision is rendered after the hearing, unless the governing board, or an impartial third-party hearing officer provided pursuant to the terms of an agreement with an employee organization under Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, finds that at the time discipline was imposed at the conclusion of the review process specified in *Skelly v. State Personnel Bd.* (1975) 15 Cal.3d 194, the employer demonstrated by a preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the district's policies or regulations.

(2) If a hearing on the charges will be conducted by an impartial third-party hearing officer or the governing board pursuant to subdivision (e), the school district may stop paying a permanent employee before a decision is rendered after 30 calendar days from the date the hearing is requested.

(3) To the extent that this subdivision conflicts with a provision of a collective bargaining agreement entered into by a public school employer and an exclusive bargaining representative before January 1, 2023, pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, this subdivision shall not apply to the school district until the expiration or renewal of that collective bargaining agreement.]

2)3) 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.f. Appeal to the Board of Education on Designee's Recommended Decision

- 1) 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.
- 2) 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.

- 3) 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.
- 4) The decision of the Board of Education shall be final.

~~d.g.~~ **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.

103-102. **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 within the employee's regular work year.
- b. Employee Previously Holding Permanence in Another Position.
A regular employee holding permanence in another classification shall be returned to the previous class when released from probation without cause.

~~Memorandum of Understanding
Between The Mt. Diablo Unified School
District And
the Clerical, Secretarial & Technical Unit (CST)
Regarding an on-schedule salary increase agreement
May ~~26~~, 2023~~

This Memorandum of Understanding ("MOU") is entered into, by and between the Mt. Diablo Unified School District ("MDUSD" or "the District") and the CST, hereafter collectively referred to as "the Parties," on May ~~26~~, 2023 regarding an on-schedule salary increase.

CST and the District agree to the following:

1. The parties agree that MDUSD, without reopening the contract, will provide an additional ~~2022-2023~~ 2% on schedule increase (pending board approval and possible AB1200 approval from the county). (This is in addition to any increase agreed to in the last completed collective bargaining agreement between the Parties dated April

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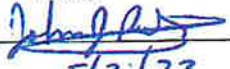
CST and the District agree to the following:

1. The parties agree that MDUSD, without reopening the contract, will provide an additional 2022-2023 2% on schedule increase (pending board approval and possible AB1200 approval from the county). (This is in addition to any increase agreed to in the last completed collective bargaining agreement between the Parties dated April 12, 2022 and not related to the upcoming 2.5% raise effective July 1, 2023 in the July 1, 2021-June 30, 2024 CBA between CST and MDUSD.)
2. The 2% on-schedule salary increase will become effective no later than June 29th for the 2022-2023 salary schedule. The increased salary rate provided for in Paragraph 1 above is for an employee's salary beginning from retroactive to 7/1/2022 for any CST employees currently and actively working on the date this agreement is signed.
3. This agreement is non-precedential and does not establish a past practice

~~4. This constitutes the full extent of the salary increase contemplated by the Parties under the current collective bargaining agreement. CST agrees that they will not receive any additional compensation for the 22-23 school year should any other district bargaining units receive any compensation for the 22-23 school year.~~


5-4. The District and CST agree that nothing in this agreement alters the terms of the existing collective bargaining agreement except for the attached MOU and Article language changes in Articles 37, Article 39, and Articles 12 through 18, nor is this agreement intended to open up or "unzip" the existing collective bargaining agreement which, by its express terms, is closed through June 30, 2024.

For the District:


5/31/23

Date

For CST:

5/30/23 Dan Harper Dan Harper
5/31/23 E. Demons E. Demons
5/30/23 Jane C Kwiatkowski


Handwritten note: JB dates including Articles 42 and 34

