

Memorandum of Understanding Between  
The Mt. Diablo Unified School District  
And  
Teamsters Local Union No. 856  
Regarding an on-schedule salary increase for the Hiring and Retention Bonus agreement  
June 23, 2022

This Memorandum of Understanding ("MOU") is entered into, by and between the Mt. Diablo Unified School District ("MDUSD" or "the District") and the Teamsters, hereafter collectively referred to as "the Parties," on June 23, 2022 regarding an on-schedule salary increase to resolve all and any questions or potential disputes regarding the most recent successor contract and whether or not any agreed to compensation increases apply to any money outside of the base regular monthly salary (such as stipends, vacation rates, substitute rates, etc.).

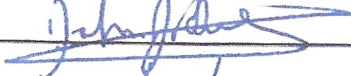
Teamsters and the District agree to the following:

1. The parties agree that MDUSD, without reopening the contract, will provide an additional 1.5% on schedule increase (pending board approval and AB1200 approval from the county). (This is in addition to any increase agreed to in the most recent completed collective bargaining agreement between the Parties on March 16, 2022.)
2. The 1.5% on-schedule salary increase will become effective 7/1/2022 for the 2022-2023 salary schedule. The increased salary rate provided for in Paragraph 1 shall be reflected in the August 2022 paycheck or the next paycheck thereafter. Retroactive payments paid as a result of the 1.5% increase will only be applied to the employee's base salary.
3. Violations of this MOU or agreement shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.
4. This agreement is non-precedential and does not establish a past practice.
5. In exchange for the above referenced salary increase, Teamsters agree to waive any and all claims that the 2021-2022 salary increase provided for under the Tentative Agreement reached by the parties on March 16, 2022 applies to increase previous payments for items such as stipends, hourly rates, overtime, or any other compensation other than an employee's base salary, unless otherwise explicitly stated under the existing terms of the Teamsters CBA.
6. This constitutes the full extent of the salary increase contemplated by the Parties under the current collective bargaining agreement. The Parties agree that the "me-too" provision of the Collective Bargaining Agreement does not trigger any additional compensation claims should MDEA receive MDUSD board approval for any salary increase equal to the 1.5% salary increase provided under this agreement

during the months of August through September, 2022. If MDEA were to receive an increase beyond 1.5%, the terms of the "me-too" provision, if applicable, would be followed.

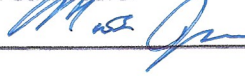
7. The District and Teamsters agree that nothing in this agreement alters the term of the existing collective bargaining agreement nor is this agreement intended to open or "unzip" the existing collective bargaining agreement which, by its express terms, is closed through June 30, 2023.

For the District:

  
\_\_\_\_\_  
6/23/2022

Date

For Teamsters:

  
\_\_\_\_\_  
6/23/2022

Date