

**MEDIATOR RECOMMENDED SETTLEMENT AGREEMENT FOR  
SUCCESSOR CONTRACT BETWEEN CST/LOCAL ONE AND MDUSD  
(7/1/2018 through 6/30/2021)  
December 17, 2020**

**ARTICLE 4  
ORGANIZATIONAL RIGHTS**

**4. Local One Rights**

Local One shall have the following rights in addition to the rights contained in any other portion of this Agreement.

- a. The right of access at reasonable times to areas in which employees work, for the purpose of representing bargaining unit members on grievances and matters related to their employment. The union representative may be denied permission by the District's representative to talk to the employee on his/her duty time if that will unduly interfere with the employee's work. Any disagreement over this access shall be immediately referred to the Director of Personnel for determination. Any such restriction shall be limited to no more than 24 hours. Provision of this remedy shall not bar use of the Grievance Procedure.
- b. The right to use, without charge, institutional bulletin boards and mailboxes for the posting of information or notices concerning Local One matters.
- c. The right to review employee's personnel files when accompanied by the employee or on presentation of a written authorization signed by the employee.
- d. The right to be supplied with a seniority roster, by classification, of affected bargaining unit employees, prior to any lay off. The roster shall indicate the employee's present classification and primary job site.
- e. The right to receive, upon request and at actual cost to the District, a reasonable number of copies of materials related to wages, hours and other terms and conditions of employment which are relevant for Local One to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.
- f. The right of release time for employees who are elected Local One officers or appointed Local One representatives to conduct necessary Local One business, providing that where substitutes are required and actually used, Local One shall pay wages of such substitutes at the usual rates. Such release time shall not exceed twenty (20) days in any one school year except by the consent of the Director of Personnel or designee. Elected Local One officers or appointed Local One representatives are defined as those individuals elected or appointed

to the organization at large and not elected or appointed representatives to the Mt. Diablo Unit of Local One.

- g. New Employee Orientation. AB 119 - New Hire Orientation Procedures/legislation requires that MDUSD shall provide Local One mandatory access to its newemployee orientations. MDUSD shall provide CST/Local One personal information and notify the Union of its scheduled orientation session. The orientation sessions will be scheduled with consensus between the Union and District. The Union shall receive the notification of the scheduled orientation within 30 days of new employee's hire. MDUSD shall afford the Union private uninterrupted time to orientate the employee regarding Local One/ AFSCME.
- h. MDUSD shall provide the Union with the names, job title, department, work location, work. home/personal cellular telephone numbers, personal email addresses, home address of each newly hired employees within 30 days of hire or by the first pay period of the month following hire.

[See Appendix FG]

## ARTICLE 28 ORGANIZATIONAL SECURITY

### 60. Maintenance of Membership

~~Employees who are members of Local One and have authorized, or who may authorize in the future, deductions of their Local One dues, initiation and/or assessment fees, shall have such dues and fees deducted for the remainder of this Agreement.~~

Employees who have authorized, or who may authorize in the future, deductions of their Local One dues, initiation and/or assessment fees, shall have such dues and fees deducted in accordance with this agreement and applicable law, Revocation of authorization of payments to the Union shall be in accordance with the procedures described in the authorization.

### 61. ~~Agency Shop~~

~~Unit members who are not members of Local One shall pay a service fee in an amount permissible under current law. The unit member shall pay the service fee directly to the Union on or before the first day of each month or have the service fee deducted from his/her monthly salary. Such payment of a service fee shall be in effect for the duration of this contract. The Union may notify the District if a service fee payer is delinquent in direct payment to the Union and the District shall begin automatic payroll deduction of the service fee for the remainder of that school year.~~

**61. Religious Exemption**

~~Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations political action shall file a declaration to that effect with the Union, and the District and shall not be required to deduct that portion and join or financially support the Union except that he/she shall pay, in lieu of any political action a service fee, sums equal to such service fees shall be paid on behalf of the member to a nonreligious, nonlabor organization charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. Proof of payment shall be submitted annually to the District and Local One as a condition of continued exemption from these provisions of Section 61 (Agency Shop).~~

**612. Remittance of Dues**

The amounts deducted pursuant to Sections 60 (Maintenance of Membership) and ~~61 (Agency Fee)~~ shall be remitted promptly to Local One with an alphabetical listing of the employees from whom deducted.

**623. Hold Harmless**

The Union agrees to indemnify, reimburse reasonable attorney's fees and hold harmless the District, its officers and agents, from claims made of any nature and from any lawsuit instituted against or by the District in respect to the deductions herein required or any actions challenging enforcement of these provisions. The District shall confer in good faith with Union attorneys concerning which matters shall be compromised, resisted, defended, tried or appealed.

**ARTICLE 33  
HOLIDAYS**

**93. Holiday Entitlement**

Employees are 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. The authorized holidays include:

- January 1 (New Year's Day)
- Third Monday in January (Dr. Martin Luther King, Jr.'s Birthday)
- Third Monday in February (President's Day)
- March 31 (Cesar Chavez Day)
- A day during the Spring Recess
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)

Thanksgiving Day  
Day after Thanksgiving Day  
December 25 (Christmas Day)

Annual choice of ~~two~~ one of the following:

- Day before December 25 (Christmas Day)
- Day after December 25 (Christmas Day)
- Day before January 1 (New Year's Day)

One additional holiday designated as a "floating 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.

**95. Saturday and Sunday Holidays**

If the holiday falls on Saturday, the preceding Friday shall be deemed to be the holiday. If the holiday falls on Sunday, the following Monday shall be deemed to be the holiday.

**96. Holiday Eligibility**

Employees, who are not normally assigned to duty on the holiday of December 25, January 1, and December 24 or December 31, shall be paid for those holidays provided that they were in a paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the holiday period.

**97. Holiday Pay**

All employees assigned work on holidays shall receive cash compensation or compensatory time off at a rate of time and one half in addition to the regular pay received for the holiday.

**98. Additional Holidays**

The District shall comply with Education Code Section 37220.

**ARTICLE 36  
LAYOFF PROCEDURES**

**105. Definitions**

- a. Employee. An employee, for the purposes of this Article, is an employee in the regular classified service.
- b. Layoff. A layoff is an involuntary reduction in hours, reduction in hours per day, week or month; i.e. reduction of number of days worked per year, separation from the classified service or demotion to a lower classification in lieu of layoff.

- c. Seniority. Seniority for employees shall be date of hire in their present classification plus higher classifications.
- d. Voluntary Demotion/Voluntary Reduction in Assigned Time. Voluntary demotion is employee consent to a reduction of hours in the same classification or assignment to a lower classification in lieu of layoff. Voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be done in accordance with Education Code 45298.

**106. Application**

- a. The employee with the least seniority in the affected class, plus seniority accrued from serving in a higher class, shall be laid off first.
- b. In determining order of layoff in a lateral class (where an employee moves or has moved from one class to another class at the same salary range) the original class, prior to the lateral movement, shall be considered a lower class for purposes of counting seniority within class.
- c. If, in order to avoid interruption of employment, an employee voluntarily consents to a reduction in hours or demotion to a class determined by the District to be lower than that in which the employee has permanence, that action shall be considered a voluntary layoff.
- d. An employee laid off in one classification, who previously served in an equal or lower classification, may move into that equal or lower classification if his/her seniority is greater than those employees presently serving in that classification.
- e. An employee displaced from his/her classification as a result of being bumped shall have the same bumping rights as set forth in "d" above.
- f. If two (2) or more employees subject to layoff have the same hire date seniority, the employee having the earliest substitute date shall be considered more senior, and if that be equal, then the determination shall be made by lot.

**1.—107. Notice**

- a. ~~A written notice of layoff shall be given to affected employees not less than sixty (60) forty five (45) days prior to the effective date of the layoff. The District shall notify Local One prior to its giving layoff notices to affected employees. A written notice of layoff shall be given to affected employees not less than forty five (45) days prior to the effective date of the layoff. The District shall notify Local One prior to its giving layoff notices to affected employees.~~
- 2.b. Employees employed in specially funded programs, where it is known that funding of the program is terminating at the end of the school year, shall be given written notice on or before April 29 of their termination effective June 30.

~~Employees employed in specially funded programs terminating at a date other than June 30, shall be given written notice of termination not less than forty five (45) sixty (60) days prior to the effective date of their layoff. Employees employed in specially, funded programs, where it is known that funding of the program is terminating at the end of the school year, shall be given written notice on or before April 29 of their termination effective June 30. Employees employed in specially funded programs terminating at a date other than June 30, shall be given written notice of termination not less than forty five (45) days prior to the effective date of their layoff.~~

~~3.c.~~ The notice shall contain: (1) the employee's displacement rights, if any; (2) the employee's reemployment rights; and (3) the employee's right to discuss the layoff with the immediate site manager responsible for classified employees.

~~4.d.~~ Copies of Layoff Notices shall be provided to the Union.

~~a.e.~~ Employees who have been given notice of layoff shall respond in writing within ten (10) work days, after receiving such notice by Certified Mail or by personal service, of their intent to exercise seniority rights for displacement to a lateral or lower classification or reduction of assignment or hours.

~~b.f.~~ For the 2020-2021 school year only, the District shall not implement any layoffs or involuntary reductions until after June 30, 2021. This provision shall sunset on June 30, 2021.

## **108. Reemployment Rights**

- a. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff. Employees demoted in lieu of layoff shall be placed on reemployment lists for a total of sixty-three (63) months. All other employees laid off shall be placed on reemployment lists for thirty-nine (39) months from the date of layoff.
- b. Reemployment shall be in the reverse order of layoff.
- c. Offers of reemployment shall be made on the basis of reemployment lists based on the highest seniority.
- d. Such employees shall be notified by Certified/Registered mail at the last known address of record, and/or shall be notified by telephone. The employee shall, if notified by mail, have three (3) work days from proof of service, but in no case more than seven (7) work days from the date of postmark, to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy.

- e. When vacancies arise and employees in a layoff status have no reemployment right to the position, they shall be notified in writing of the vacancy and shall be given consideration for the vacancy if they are qualified as determined by the District provided that such employees have current interest cards on file.
- f. An employee on a reemployment list may decline three (3) offers of reemployment in his/her former classification. After the third refusal, no additional offers need be made, except that an employee may, during the period of entitlement, notify the District of availability and shall thereafter be entitled to offers of employment for which the employee is eligible.
- g. Employees on the reemployment list shall be considered for promotion over outside candidates if they have filed an interest card with the Director of Personnel.
- h. Employees returning to service from layoff shall be reinstated with their accrued seniority while in paid status.

**109. Administrative Regulations**

In addition to the conditions set forth below, the District may adopt Administrative Regulations to carry out the provisions of this Article.

- a. For twenty-four (24) months from time of layoff unit members desirous of working as substitutes shall be placed on a priority list for the classification from which they were laid off and/or other positions for which they are qualified according to District standards. Salary received shall be the same as other substitutes in that classification.
- b. The District will provide upon request career counseling or job information for unit members receiving a layoff notice. There shall be no cost to the District.
- c. The District will not oppose unemployment claims of employees who are laid off.
- d. The District encourages use of accrued vacation for job search purposes prior to layoff. Two (2) days advance notice shall be given. The leave shall only be denied if the employee's absence would create an undue hardship on the District.

**110. Application of Grievance Procedure**

This Article shall not be subject to the Grievance Procedure.

## ARTICLE 39 TRANSFER

### 124. Definition

A transfer is a movement within the same classification from one site to another or from one department to another.

A transfer also includes movement from one classification to another classification which is at the same (a) hours, (b) calendar and (c) same or lower salary level, requires passage of the same written test, and the same skills are required at an equal or lesser degree.

### 125. Voluntary Transfers

a. All vacancies within the bargaining unit shall be posted on the District website, and an announcement emailed to, and posted at, all work sites where employees in the unit are regularly assigned at least seven work days prior to the deadline for transfer applications. A work day is defined as a day when the administrative offices of the District are open.

b. During the posting period, the vacancy will not be permanently filled.

~~e. The posting shall state:~~

~~1) The site of the vacancy.~~

~~2) The number of hours regularly assigned.~~

~~3) The job classification.~~

~~4) The immediate supervisor.~~

~~5) The number of work days assigned to the position.~~

~~6) The actual months worked assigned to the position.~~

~~7) The title of the position.~~

~~8) The salary range that apply to the position.~~

5. 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.



d.c. The administrator making the selection decision shall consider:

- 1) Seniority.
- 2) Interview.
- 3) Evaluation.
- 4) Qualifications.
- 5) Other factors being equal, an employee with the greatest seniority shall be granted the transfer. If a person other than the most senior employee is transferred or hired for the position, the reasons for overruling seniority shall not be arbitrary or capricious.

e.d. An employee who has applied for the vacancy shall be given the reason(s) for his/her being unsuccessful, upon written request. If the employee is still unsatisfied, he/she shall be entitled to a conference with the hiring administrator, upon request.

f.e. Employees seeking transfer shall be considered first in filling vacancies within the bargaining unit.

g.f. Probationary employees may be ineligible for transfer. The final determination to grant or deny a request shall be made by the Assistant Superintendent/Personnel or his/her designee. However, the denial shall be based on good cause.

## **126. Involuntary Transfer**

- a. Employees may be transferred because of surplus staff, reduction in force, or school closure. Except in the case of an emergency, no such transfer shall be made without ten (10) work days notice to the employee.
- b. The employee may discuss the transfer with his/her immediate supervisor and with the supervisor at the proposed work site. Personal preferences of the employee(s) involved shall be considered.
- c. When an involuntary transfer is necessary, volunteers shall be considered for transfer first. If there are no volunteers, the employee at the site with the least District seniority within the classification shall be transferred.
- d. Involuntary transfers shall be to positions of the same number of hours, unless the employee's hours are reduced by agreement or in accord with Article 36 (Layoff Procedures).

## 127. Transfer for Just Cause

- a. No employee shall be transferred without just cause for any reason except surplus staff, reduction in force, or school closure. In determining such cause, a finding adverse to the employee is not required, only a showing that the transfer is in the best interest of the school, or other work site.
- b. When a transfer pursuant to this subdivision is made, the employee shall be given a written statement of the reason(s) for the transfer. The employee may file a grievance at Step 4 of the Grievance Procedures within five (5) days of receipt of such notice. The decision at Step 4 may be taken to Step 5 as provided in the Grievance Procedure.

## ARTICLE 42 SALARY ADMINISTRATION

### 128. Definitions

- a. Base pay is defined as the hourly rate of pay.
- b. Enhanced base pay is defined as Base Pay plus sSpecial eCompensation 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 sSpecial eCompensation items which areincludes: shift differentials, temporary upgrade pay, off salary schedule pay and special assignment pays. Special Compensation must meet the requirements of CCR section 571 (I) and (2) in order for it to be reportable for CaIPERS members.

### 129. 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.
- b. The District shall place any newly created 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.

### 130. 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.

### 131. 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.

### 132. 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. Effective July 1, 2017, 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) year period thereafter.

Between July 1, 2013 and June 30, 2017 employees completing ten (10) years of continuous service shall receive an additional two point five (2.5) percent of their salary schedule rate. An additional two point five (2.5) percent of the employee's salary schedule rate is received with the completion of each five (5) year period thereafter. 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 and one-half (3.5%) percent of their salary schedule rate and an additional three and one-half percent (3.5%) each four (4) years thereafter.

[This agreement shall take effect upon approval of CST and MDUSD, with pay retro from 1/1/2013 for the affected employees.]

**133. 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.

**134. Temporary Assignment Out of Classification**

- a. An employee assigned by his/her supervisor to perform duties other than those of the classification to which he/she is currently assigned shall receive an upward salary adjustment of five percent (5%) above his/her regular rate of pay for the period of the temporary assignment.
- b. 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 provides at least a five percent (5%) increase above the employee's regular rate of pay.

**135. 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:
  - i. 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:
  - 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 per paragraph 135c.
- 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 134.

**ARTICLE 43  
SALARY**

**2018/2019:**

- ~~Status Quo Effective July 1, 2018, a 2% off-schedule one-time increase.~~

**2019/2020:**

~~Status Quo Effective July 1, 2019, a two-percent (2%) on-schedule ongoing increase effective January 2020.~~

**2020/2021:**

**1. All CST unit members shall receive a one-time, off schedule payment of one-and-a-half percent (1.5%) effective July 1, 2020, provided each of the following occur:**

- 1.1 The MDUSD Adopted FY 2020-2021 Budget combined revenue increases and expenditure reductions result in at least a \$17 million positive change in the District's 2020-2021 fiscal position, measured by the MDUSD FY 2020-2021 "Form MYP – Unrestricted/Restricted" - Row C – "Net Increase (Decrease) In Fund Balance" as of the FY 2020-2021 second interim; and**
- 1.2 For FY 2020-2021, the February, March, April, and May 2021 State revenue apportionment deferrals are rescinded by the State before the first or second interim; and**
- 1.3 The District submits to the County Office of Education, and has obtained, a statutory positive budget certification for the second interim MYP; and**
- 1.4 The County Office of Education approves the increase pursuant to the statutory AB1200 process.**

**2. If each of the contingencies set forth in Sections 14.1.3.1.1 through 14.1.3.1.4 above occur, the retroactive increase agreed to by the parties will be paid by April 15, 2021, or 45 days after the contingencies above are met, whichever is later.**

**2016/2017:**

- ~~Effective July 1, 2016, a 6% ongoing salary increase to the salary schedule. Salary increase shall be retroactive effective July 1, 2016 with a 1.07% off schedule payment retroactive to July 1, 2016.~~

**2017/18:**

- ~~Effective July 1, 2017, a 3% ongoing salary increase to the salary schedule.~~

**Furlough Days**

There shall be no furlough days taken by bargaining unit members during the term of the contract 2018-2019 through school year 2020-2021.

**"Me Too" Agreement**

~~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 and apply to the 2020-2021 contract term only and shall not apply retroactively to contract years 2018-2019 or 2019-2020. The parties agree that if the District and other recognized exclusive representatives and unrepresented groups subsequently negotiate a total compensation increase in excess of what CST is receiving 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 2016-2018 contract term only.~~

**ARTICLE 44**

**BENEFITS**

**Status Quo. (No change from current contract language.)**

**ARTICLE 45**

**TERM**

**147. Term**

This agreement shall have a ~~two~~three-year term from July 1, 2018 through June 30, 20202021. This agreement shall have a two-year term from July 1, 2016 through June 30, 2018.

148. Successor Agreement

~~The Union and the District shall present proposals for a Successor Agreement no later than March 20, 2021. The Union and the District shall present proposals for a Successor Agreement no later than October 30, 2019.~~  
~~The Union and the District shall present proposals for a Successor Agreement no later than October 30, 2017.~~

This Package Proposal includes Appendices F and G attached here, except that the salary and benefit appendices shall remain Status Quo.

Except for the specific modifications in this Mediated Settlement Agreement, the remainder of contract language between the parties remains Status Quo (current contract language). The parties further agree that upon by their mutual signature of this Mediator Recommended Settlement Agreement before Thursday, December 17, 2020, each bargaining team will recommend approval of the agreement to their members and the Board, and the District will allow Local One-CST members to take this year the one additional holiday that was in this Settlement Agreement as early as next week, even though the agreement will not have been ratified by the Board or Local One-CST members

For Local One/CST Bargaining Unit:

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12/16/2020  
SUE BRATEN-PARDINI

For Mount Diablo Unified School District:

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