

**Tentative Agreement**  
**Between the Clerical, Secretarial & Technical Unit, Local One/AFSCME**  
**And**  
**Mt. Diablo Unified School District**  
**April 12, 2022**

The package of tentative agreements represents a global tentative agreement and is entered into by and between the Mt. Diablo Unified School District and the AFSCME Public Employees Local 1 and concludes successor contract negotiations and salary and benefits negotiations for the July 1, 2021 to June 30, 2024 work years.

The parties agree to modify the following Articles, copies of the signed TA's for each article are attached and incorporated herein:

1. Article 2, TA signed 3-29-22 & 3-28-22, attached.
2. Article 7, TA signed 10-8-21 & 10-19-21, attached.
3. Article 8, TA signed 12-6-21 & 1-24-22, attached.
4. Article 11, TA signed 10-8-21 & 10-19-21, attached.
5. Article 14, TA signed 9-3-21 & 9-7-21, attached.
6. Article 18, TA signed 12-6-21 & 1-24-22, attached.
7. Article 23, TA signed 11-9-21 & 11-29-21, attached.
8. Article 24, TA signed 9-2-21 & 9-3-21, attached.
9. Article 26, TA signed 10-18-21 & 10-19-21, attached.
10. Article 29, TA signed 1-10-22 & 1-24-22, attached.
11. Article 33, TA signed 1-10-22 & 1-24-22, attached.
12. Article 34, TA signed 12-6-21 & 1-24-22, attached.
13. Article 35, TA signed 3-29-22 & 3-28-22, attached.
14. Article 36, TA signed 12-6-21 & 1-24-22, attached.
15. Article 37, TA signed 11-9-21 & 11-29-21, attached.
16. Article 39, TA signed 9-3-21 & 9-7-21, attached.
17. Article 42, TA signed 3-29-22 & 3-28-22, attached.
18. Article 44, TA signed 3-29-22 & 3-28-22, attached.
19. Article 45, TA signed 8-25-21 & 9-2-21, attached.

## Article 32 – Vacation

### 86. Vacation Accrual

- a. An employee assigned to a regular full-time position earns vacation at the rate of one and one-sixth (11/6) working days for each month of paid service. An employee assigned to a regular part-time position earns vacation at the same ratio as his/her work assignment bears to a full-time assignment.
- b. Beginning with the fifth year of service, vacation is earned at the rate of one and one-half (1 1/2) days for each month of service. Beginning with the eleventh year of service, vacation is earned at the rate of two (2) working days for each month of service. Vacation accrual for employees with a ten (10), eleven (11) or twelve (12) month assignment is summarized as follows:

	12 Month ( <del>260</del> days)	11 Month ( <del>238</del> days)	<del>10.5 Month</del> ( <del>228</del> days)	10 Month ( <del>217</del> days)
1-4 Years of Service	14 <u>days</u>	12.83 <u>days</u>	<del>12.05</del> days	11.66 <u>days</u>
5-10 Years of Service	18 <u>days</u>	16.5 <u>days</u>	<del>15.75</del> days	15 <u>days</u>
11 and more Years of Service	24 <u>days</u>	22 <u>days</u>	<del>20.75</del> days	20 <u>days</u>

### 87. Vacation Computation ([status quo](#))

For purposes of computing vacation accrual, a year of service is defined as nine (9) months worked in any fiscal year. A break in service or a leave without pay that exceeds three (3) months in any fiscal year will delay the increased vacation accrual rate.

### 88. Vacation Eligibility ([status quo](#))

New employees are ineligible to take any earned vacation, and a terminating employee will not be paid for any earned vacation accrual, until such employee has completed six (6) months of service.

### 89. Vacation Scheduling (three days or longer)

- a. Vacation absences are granted with the approval of the employee's immediate supervisor. Effort will be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the District and the work load of the school or department. The Supervisor shall approve or deny vacation in writing within five (5) work days of the request on the prescribed district request form. The denial shall be in writing. Vacation requests shall not be denied unreasonably.
- b. Subject to the conditions listed in 90a, if there is any conflict between employees who are working in the department as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.



- c. If an employee's vacation has not been scheduled, after a reasonable effort has been made, the District may schedule the employee's vacation. This vacation schedule shall be provided to the employee in writing, thirty (30) days in advance, with an explanation as to why it was necessary for the supervisor to schedule the employee's vacation. If the employee does not believe that a reasonable effort was made to schedule his/her vacation, he/she may appeal to the ~~Executive Director, Chief of~~ Human Resources or his/her designee. The ~~Executive Director, Chief of~~ Human Resources or his/her designee's decision shall be final.

90. **Vacation Scheduling (less than three days) (status quo)**

- a. A unit member shall not be unreasonably denied a request for a vacation of less than three consecutive days.
- b. It is understood that employees will not be required to explain the reason for such vacation requests.

91. **Vacation Accumulation**

- a. Employees are to take earned vacation leaves no later than the end of the year immediately following the year in which the vacation has been earned, except that an employee may elect to carry over up to ten (10) days of vacation in addition to one (1) year's entitlement.
- ~~b. The District shall pay the employee for any days in excess of the accumulations described in paragraph "a" above, but only after every effort has been exhausted to schedule the vacation time.~~
- b. Any employees above the ten (10) days of vacation in addition to one (1) year's entitlement ("vacation accumulation maximum"), set forth in Paragraph 90.a. above, on June 30, 2022, shall retain all existing accrued vacation hours until used or until their separation or retirement from the District at which time all remaining vacation leave will be paid out. However, this overage will not, effective at the approval day of this bargaining agreement, be otherwise subject to pay out except for separation/retirement. After ~~January~~ June 130, 2023, no employee shall accrue vacation hours until such time as the balance falls below the carry over vacation accumulation maximum. Vacation monthly accrual will resume in the next calendar month (going forward without accrual credit for any prior months while exceeding the carry over vacation accumulation maximum) and will continue each month going forward unless they again reach their vacation carry over vacation accumulation maximum.
- c. On or before June 30, 2022, the District will provide each CST bargaining unit member their vacation balance via work email and US mail. On or before April 30, 2023, ~~the District shall notify in writing via work email and US mail to each eligible CST bargaining unit member's home address if the employee is who is projected to reach the vacation accumulation maximum by June 30, 2023., 60 days before the maximum is reached. If the District does not properly notice the eligible employee and the employee's vacation is curtailed, then the bargaining unit member may file a wage and hour claim with the state for lost wages/vacation.~~

~~e.d.~~ Unearned vacation time may be granted in advance under unusual circumstances with prior approval of employee's supervisor and the Assistant Superintendent/Personnel or his/her designee.

92. **Interruption of Vacation (status quo)**

An employee shall be permitted to terminate vacation leave in order to begin bereavement or sick leave as provided in this agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. Use of sick leave under this section is limited to serious illnesses which are of at least three (3) days duration and which are substantiated by a statement from the employee's practitioner/physician.

**ARTICLE 43**

**SALARY**

**2021/2022**

- ~~Retroactive to Effective July 1, 2021 all unit members shall receive an ongoing salary increase totaling four percent (4%) three percent (3%) to the salary schedule, plus an additional on schedule one percent (1%) due to vacation payout savings. On schedule raises shall be reflected in Appendix A Clerical/Secretarial/Technical Salary Schedule for the 2021/2022 Fiscal Year.~~
- ~~District will continue with its current benefit contribution and will not adjust benefit rates for CST unit members for the 2021-2022 school year despite the rate increase in excess of 4%.~~
- ~~An additional one (1) time bonus of \$1500.00 shall be paid to all CST bargaining unit members on June 30, 2022, that were on District payroll as July 1, 2021, in recognition of all the hard work CST unit members have performed during the pandemic.~~

**2022/2023**

- ~~Effective July 1, 2022 all unit members shall receive an ongoing salary increase totaling four percent (4%) of three percent (3%) to the salary schedule, plus an additional on schedule one percent (1%) due to vacation payout savings. On schedule raises shall be reflected in Appendix A Clerical/Secretarial/Technical Salary Schedule for the 2022/2023 Fiscal Year.~~
- ~~An additional one (1) time bonus of \$2000.00 shall be paid to all CST bargaining unit members on June 30, 2022, that were on District payroll as July 1, 2021, in recognition of all the hard work CST unit members have performed during the pandemic.~~



- Additionally, all unit members in active status effective July 1, 2022 shall receive a one time, off schedule payment of \$1000.00 ~~1,0500.00~~ to be paid out on or before August 10, 2022.

## **2023/2024**

- Effective July 1, 2023 all unit members shall receive an ongoing salary increase of two and a half percent (2.5%) to the salary schedule. On schedule raises shall be reflected in Appendix A Clerical/Secretarial/Technical Salary Schedule for the 2023/2024 Fiscal Year.

### **“Me Too” Agreement**

If the district reaches a final, ratified agreement with MDEA which provides for an across-the-board salary schedule increase (or increase in district medical benefits contribution) in excess of the increase given to CST, then CST bargaining unit members will receive the same percentage salary (or medical benefits) increase for the same school years (as a “me too”) with the same effective date for CST unit members as of the date of ratification. Salary and medical benefits are defined solely as annual base salary and medical benefits.

If a challenge is made to any District calculations, the parties shall promptly meet to discuss the difference between them and attempt to reach resolution. If no resolution is reached, CST may file a grievance (and no salary or benefit adjustment will be made pending the resolution of the grievance). Only the CST unit may grieve an alleged violation of this agreement or any of its provisions. No individual unit member may grieve or file any claim concerning an alleged violation of this “me too” agreement or any of its provisions. The right of individuals to file such claims will be deemed expressly waived by the ratification of this agreement by the bargaining unit.

This agreement excludes any reclassification or reorganization of any other units, and does not encompass any compensation increase for any District employees other than increases in base salary and base medical benefits as specifically identified above as part of successor or reopener contract negotiations with other units. For example, an agreement regarding class sizes, or work year calendar days, or changes to individual positions in other units (e.g. changes to some positions due to minimum wage changes), or agreements outside of successor or reopener negotiations with other units, which arguably impact compensation, will not trigger any obligation under this Agreement. Such changes in working conditions or compensation items other than annual base, salary and medical benefits, or those negotiated by other District employees, do

not create any District obligation under this Agreement. This "me too" agreement shall be considered a part of the agreement and applies for the 2021-2024 contract term only and expires at the end of the CST contract term.

The parties agree that all other Articles in their collective bargaining agreement shall remain Status Quo for the July 1, 2021 through June 30, 2024 work years.

This Tentative Agreement is subject to ratification by the CST membership and approval by the Governing Board. The parties agree that any retroactive payments to be paid pursuant to any of the Tentative Agreements referenced herein shall be paid within sixty (60) days, or sooner if possible, of the final ratification and approval of this Agreement.

The parties expressly acknowledge this is a global settlement of outstanding issues.

District:

[Signature] 4-13-22  
Cosur Alvarado 4-13-22  
[Signature] 4/13/2022  
[Signature] 4/18/22  
[Signature] 4/18/22

CST:

[Signature] 4/14/2022  
[Signature] 4/14/22  
[Signature] 4/14/22  
[Signature] 4-14-22  
[Signature] 4/14/22  
Cheryl A. Barnett 4/14/22  
[Signature] 4/15/22  
[Signature] 4/16/22





**AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021**



MDUSD Proposal to CST on 1-24-22 @ Time: \_\_\_\_\_  
CST Counter Proposal to MDUSD on 1-10-22 @ 12:47 pm  
MDUSD Proposal to CST on 12-10-21 @ 1:21 pm  
CST Counter Proposal to MDUSD 12-2-2021 @ 12:21 pm  
MDUSD Proposal to CST on 11-8-21 @ 1:13 pm  
CST Counter Proposal to MDUSD on 10-18-2021 @ 2:37 pm  
MDUSD Proposal to CST on 10-8-21 @ 1:45 pm  
CST Counter Proposal to MDUSD 9-20-21 @ 2:56 pm  
MDUSD Proposal to CST on 9-2-21 @ 1:45 pm  
CST Proposal to MDUSD on 8-23-21 @ 2:55 pm

**UNION PROPOSAL #1  
~~Article 2 - Coverage, adding Section 3~~  
August 23, 2021**

**ARTICLE 2  
COVERAGE**

1. The Local One Clerical/Secretarial/Technical Unit consists of all employees in the classified service in the following classifications:

- Account Clerk
- Accountant
- Administrative Secretary
- Administrative Secretary II
- Adult & Career Ed. Accountability Specialist
- Adult & Career Ed. Accounting Specialist
- Adult & Career Ed. Fiscal Analyst
- Adult & Career Ed. Fiscal Specialist
- Adult School Office Manager
- Attendance Secretary
- Attendance/Student Records Assistant
- Attendance/Student Records Coordinator
- AutoCAD Drafter/Plan Room Technician
- Benefits Specialist
- Bilingual Testing Program Technician
- Bilingual Translator/Interpreter Buyer
- Buyer, Lead
- Career/College Advisor
- Child Welfare & Attendance Liaison
- Community Liaison
- Community School Coordinator
- Computer Operator
- Copy Machine Operator
- Data Entry Clerk
- Drafting Technician
- Elementary School Secretary



AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021



- Fiscal Analyst I
- Fiscal Analyst II
- Food Service Information Systems Coordinator
- Graphic Designer Specialist
- High School Registrar
- High School Treasurer
- Instructional Media Assistant I
- Instructional Media Assistant II
- Instructional Media Assistant - Science Materials Center
- Instructional Media Assistant - Warehouse
- Intermediate Account Clerk
- Intermediate Typist Clerk
- Mail Clerk
- Media Services Assistant I
- Media Services Assistant II
- Necessary Small High School Clerical Support
- Senior Secretary Alternative/Small Schools
- Payroll Analyst
- Personnel Assistant
- Human Resources Assistant I
- Human Resources Assistant II
- Personnel Human Resources Technician
- Phototypesetter
- Principal Clerk
- Principal School Office Manager
- Print Shop Equipment Operator
- Print Shop Finisher
- Program Analyst
- Programmer Analyst
- School Office Manager
- Secretary
- Security Operations Dispatcher/Clerk
- Senior Account Clerk
- Senior School Office Manager
- Senior Secretary
- Senior Typist Clerk
- Student Resource Technician
- Switchboard Operator/Receptionist
- Test Program Associate
- Textbook and Instructional Material Coordinator
- Typist Clerk

~~The parties shall meet by July 1, 2022, to update all CST represented job descriptions.~~

2. ~~Once the job description has been updated, the Parties will meet every two years in November, July or February, or at the written request of either party to review and/or update at least three (3) job descriptions for one (1) job classification (which may include more than one job description), that has have not been reviewed and/or updated within a six (6) year period.~~

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AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021



District:

Dan Harper 3-29-22  
[Signature] 3/29/22  
[Signature] 3/29/22  
Cesar Alvarado 3/29/22  
Stephanie Roberts (signed  
w/permission by CAA.)

CST:

Dan Harper 3/28/2022  
Carmen Terminos-Torres 3/28/2022  
Jane Kwiatkowski 3/28/2022  
Jane Front 3/28/2022  
Cheryl Burnett 3/28/2022  
Debie Hickey 3/28/2022  
Pamela Humphrey 3/28/2022  
Chloe Park 3/28/2022

signed with permission  
by Dan Harper

TENTATIVE AGREEMENT - ARTICLE 7

PERSONAL NECESSITY LEAVE

16. Entitlement

An employee may use his/her accumulated sick leave in cases of personal necessity. Use of sick leave under this item is limited to fifteen (15) days in any fiscal year.

17. Verification

~~An absence form stating the conditions which caused the absence shall be submitted to the employer indicating that sick leave was used for personal necessity.~~ The employee may be required to furnish additional information.

18. Notification and Conditions of Use

- a. The employee must notify the District's absence management system of the reason for the absence 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.
- b. Reasons which shall be considered as personal necessities are the following and prior notice is not required:
  - 1) Death of a member of the immediate family. This is in addition to normal bereavement leave.
  - 2) Accident involving his/her person or property, or the person or property of a member of the immediate family.
  - 3) Serious or critical illness of a member of the immediate family calling for the services of a physician.
- c. An employee shall give prior notice of the use of personal necessity leave for the following reasons:
  - 1) Appearance in any court or administrative tribunal as a litigant.
  - 2) Personal Business. This does not include any vacation or recreational use or any use related to employment either present or prospective. The business must be something that cannot be accomplished other than during the employee's regular working hours, or deferred to a more convenient date to accommodate the work schedule.
  - 3) Religious observance.



Article 7 – Personal Necessity Leave

District:

Daphn 10-8-21  
Grant Ly 10/18/2021  
Tommy 10/18/21  
Cesar Abando 10/18/21

CST:

Don Harper 10/19/2021  
Carmen Terrones-Torres 10/19/2021  
Jane Kwitkowski 10/19/2021  
Jane Frontz 10/19/2021  
Cheryl Barrett 10/19/2021  
Debbie Hickey 10/19/2021  
Pamela Humphrey 10/19/2021  
Chloe Pock 10/19/2021

Signed w/ permission  
by Don Harper



# AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



MDUSD-CST  
December 2, 2021

~~UNION PROPOSAL # 11  
Article 8 Section 1 Religious Observance  
September 27, 2021~~

## TENTATIVE AGREEMENT - ARTICLE 8

### RELIGIOUS OBSERVANCE – Status Quo

1. Religious Observance

Employees shall be granted a leave of absence without pay ~~personal leave or sick leave hours~~ for observance of a religious holiday of their faith, not to exceed two (2) days per year.

District:

[Signature] 12-6-21  
Cocois Abraham 12-7-21  
[Signature] 12/9/2021  
\_\_\_\_\_  
\_\_\_\_\_

CST:

Den Harper 1-24-22  
Carmen Terreros-Torres 1-24-22  
Jane Kwiatkowski 1-24-22  
Jane Fopatz 1-24-22  
Cheryl Barrett 1-24-22  
Debbie Hickey 1-24-22  
Pamela Humphrey 1-24-22  
Chloe Park 1-24-22  
\_\_\_\_\_

Signed with  
permission by Den Harper



MDUSD-CST  
October 8, 2021

TENTATIVE AGREEMENT - ARTICLE 11

IMPROVEMENT OF HEALTH LEAVE

22. Improvement of Health

Any employee may, at the discretion of the Board of Education, be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of ~~pn~~ot more than one (1) year. The leave must be recommended by a physician in written form. A written statement from the physician certifying the employee's ability to return to service is required before reinstatement.

District:

D. Lopez 10-8-21  
[Signature] 10/8/2021  
[Signature] 10/18/21  
Cesar Alvarado 10/15/21  
\_\_\_\_\_

CST:

Dan Harper 10/19/2021  
Carmen Terreros-Torres 10/19/2021  
Jane Kwitkowski 10/19/21  
Jane Frantz 10/19/21  
Cheryl Barrett 10/19/21  
Debbie Hickey 10/19/21  
Pamela Humphrey 10/19/21  
Chloe Park 10/19/21  
\_\_\_\_\_

Signed with permission  
by Dan Harper



# AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



MDUSD Proposal to CST on 9-2-21 @ Time  
CST Proposal to MDUSD on 8-23-21 @ 3:00 pm

## UNION PROPOSAL # 3

**Article 14 New Parent Leave, Section 27 Paid Parental Leave, Entitlement  
August 23, 2021**

### ARTICLE 14 NEW PARENT LEAVE

#### 28. ~~27~~ 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.

~~Where both parents are employees of the district, the district will limit the period of bonding leave to shall afford each parent 12 total workweeks to be shared between the two parents of bonding leave. Time shall not be shared between the two parents.~~

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.





## AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021

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.

**CST Bargaining Team:**

<u>Don Happer</u>	<u>9/3/21</u>
<u>Carmen Torres-Torres</u>	<u>9/3/21</u>
<u>Jake Kiatkowski</u>	<u>9/3/21</u>
<u>Jane Frantz</u>	<u>9/3/21</u>
<u>Cheryl Barrett</u>	<u>9/3/21</u>
<u>Debbie Hickey</u>	<u>9/3/21</u>
<u>Pamela Humphrey</u>	<u>9/3/21</u>

Signed with permission  
by Don Happer

**MDUSD Bargaining Team:**

<u>[Signature]</u>	<u>9-7-21</u>
<u>[Signature]</u>	<u>9-7-21</u>
<u>[Signature]</u>	<u>9-7-21</u>
<u>[Signature]</u>	<u>9/7/21</u>



## AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



MDUSD-CST  
December 2, 2021

UNION PROPOSAL # 12  
~~Article 18—Sick Leave 36. Accrual and 37. Notice of Sick Leave~~  
~~September 27, 2021~~

### TENTATIVE AGREEMENT - ARTICLE 18

#### SICK LEAVE

##### 36. Accrual

- a. A full-time employee accrues sick leave at the rate of one ~~and a half (1.5)~~ days 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.

##### 37. 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 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. 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. ~~Immediately upon return to work after such absence, the employee shall fill out the appropriate form, update their information into District Absence Management System for reporting such absence and submit it to their supervisor. 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 the District Absence Management System Help Desk in~~



# AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



Personnel Services Human Resources. At the end of the month the employee shall sign the appropriate absence confirmation form.

District:

Langford 12-6-21  
Cory Alvarado 12-7-21  
Grant G 12/9/2021  
 \_\_\_\_\_  
 \_\_\_\_\_

CST:

Jan Harper 1-24-2022  
Carmen Terrones-Torres 1-24-22  
Jane Kwiatkowski 1-24-22  
Jane Frantz 1-24-22  
Cheryl Barrett 1-24-22  
Debbie Hickey 1-24-22  
Pamela Humphrey 1-24-22  
Chloe Park 1-24-22  
 \_\_\_\_\_

Signed with permission  
by Dan Harper



TENTATIVE AGREEMENT - ARTICLE 23

PERSONNEL FILES

52. Personnel Files

- a. The official personnel file of each employee shall be maintained at the District administrative office and stored electronically.
- b. An employee, while on duty, shall have the right to inspect and review any official record(s) relating to his/her performance as an employee or to a grievance concerning the employee which is kept or maintained by the District in the employee's personnel file in the ~~Human Resources Personnel Office or in the employee's personnel file in their department or school, except those excluded by the Education Code or State Law.~~ The contents of such records shall be made available to the employee for inspection and review during the regular business hours of the District department or school.
- c. An employee may also authorize in writing the Union representative to also inspect his/her personnel file. Such reviews shall be reasonable in number, at reasonable intervals, at a reasonable time and in the presence of a member of the administrative staff or his/her designee.
- d. All personnel files shall be kept in confidence and available for inspection only to other employees and members of the governing board when necessary in the proper administration of the District or the supervision of the employee.
- e. Information of a derogatory nature, except material excluded from inspection by the Education Code or State Law, shall not be entered or filed unless and until the employee is given notice (~~fifteen (15) twenty (20) ten (10)~~ days if personally received by the employee ~~or and~~ emailed to the employee or ~~twenty (20) thirty (30) fifteen (15)~~ days if mailed to the employee) and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary deduction. An affected employee shall be provided a copy of derogatory materials placed in his/her official personnel file. An employee shall have the right to enter and have attached to any derogatory statement, his/her comments thereon.
- f. Upon written request by a unit member, the District will remove derogatory material, other than the member's regular evaluations, which was entered in his/her file more than two (2) calendar years prior to the date of the request, and place the derogatory material in a confidential folder in the member's electronic personnel file within 20 calendar days of the employee's request. The derogatory material shall be removed from the employees files within 20 calendar days of the request and shall be considered removed at the date of the request. The confidential folder may be opened and the

specific contents referred to at the request or with the ~~notification-permission~~ of the member. The member or his/her designee has the right to request to be present at any opening of the confidential folder. Further, the contents of the confidential folder may be opened and utilized by the District in any proceeding relevant to current disciplinary action or where dismissal is being considered, ~~or controversy in which the employee first made a factual contention regarding the events covered the derogatory material in the confidential folder, to the extent that such material is required to rebut the member's assertion at the level at which it was raised.~~ The contents of the confidential folder will also be produced by the District as required by law.

District:

Danfah 11-9-21  
Christa Fay 11/9/2021  
Tommy 11/10/21  
Cesar Hernandez 11/11/21  
\_\_\_\_\_

CST:

Dan Harper 11/29/2021  
Carmen Terrones-Torres 11/29/21  
Jane Kwiatkowski 11/29/21  
Jane Frontz 11/29/21  
Cheryl Barrett 11/29/21  
Debbie Hickey 11/29/21  
Pamela Humphrey 11/29/21  
Chloe Park 11/29/21  
\_\_\_\_\_

Signed w/ permission  
by Dan Harper



AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021



MDUSD-CST  
August 23, 2021

TENTATIVE AGREEMENT - ARTICLE 24

APPLICATION

40. District Policies and Procedures

District policies and procedures application-apply to the employees covered by this Agreement to the extent that the subject matter of such policies and procedures are not covered to any extent by this Agreement.

District

[Signature] 9-2-21  
[Signature] 9/2/21  
[Signature] 9/2/21  
[Signature] 9/2/21

CST:

[Signature] 9/3/21  
[Signature] 9/3/21  
[Signature] 9/3/21  
[Signature] 9/3/21  
[Signature] 9/3/21  
[Signature] 9/3/21  
[Signature] 9/3/21

} signed w  
permission  
by  
Don Hanger





AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021



MDUSD-CST  
October 18, 2021

ARTICLE 26  
SAFETY

56. Immediate Physical Harm

~~if a safety hazard will lead to the immediate physical harm of the employee, the District shall respond immediately.~~

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56.57. Reports of Unsafe Conditions

Each employee shall report, in writing, any unsafe condition in his/her working environment to his/her immediate supervisor. That supervisor shall ~~promptly respond within fifteen-twenty ten (15-20-10) work days, respond in writing to the employee, stating what will be done to make the condition safe, or, if no action will be taken, the reason(s) why. if the safety hazard will lead to the immediate physical harm of the employee the District shall respond immediately.~~

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~~Each employee shall report, in writing, any unsafe condition in his/her working environment to his/her immediate supervisor. That supervisor shall, within twenty (20) work days, respond in writing to the employee, stating what will be done to make the condition safe, or, if no action will be taken, the reason(s) why.~~

~~Employees shall immediately report alleged violations of unsafe working conditions. The employee shall first report alleged violations of unsafe working conditions to his/her immediate supervisor, the Union, and Human Resources. The immediate supervisor shall respond in writing to the employee within five (5) work days from that reporting with a copy to the Union as to the timelines and the action to be taken. If the immediate supervisor has not resolved the condition within this period of time, the employee may then submit such alleged violations, in writing, to the appropriate department head. If the department does not satisfactorily resolve the complaint within five (5) work days, the employee may then submit, in writing, his/her concerns to the Office of General Counsel. The office of General Counsel shall respond in writing to the employee within ten (10) work days from the receipt of that written allegation with a copy to the Union, as to the timelines and action to be taken.~~

~~The District shall be responsible for the distribution of safety rules to all personnel and for the activities of the Office of General Counsel to oversee the conditions of the District's facilities.~~

~~The District shall provide training for the operation of all present and new equipment.~~

Commented [DH1]: This contract language is almost identical to the Teamster Local 856 Safety language

57.58. Decisions under CAL/OSHA and S.B. 198

The District shall abide by any final determination made pursuant to the California Occupational Safety and Health Act and shall comply with the mandates of S.B. 198.



**AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021**



58.59 Safety Committee

The District safety committee shall maintain the current level of employee representation. ~~Two~~  
~~(2) The CST representative(s) assigned to the Safety Committee members shall be afforded the~~  
~~opportunity to attend such meetings.~~ Released time with pay shall be granted for this purpose.  
~~The Safety Committee shall meet regularly quarterly, as requested by either party.~~

District:

*[Signature]* 10-18-21  
*[Signature]* 10/18/21  
*[Signature]* 10/18/21  
*[Signature]* 10/18/21

CST:

*[Signature]* 10/19/2021  
Carmen Terrones-Torres 10/19/2021  
Jane Kwiatkowski 10/19/2021  
Jane Franz 10/19/2021  
Cheryl Barrett 10/19/2021  
Debbie Hickey 10/19/2021  
Pamela Humphrey 10/19/2021  
Chloe Park 10/19/2021

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with permission  
Signed by Dan Harper  
*[Signature]*

**TENTATIVE AGREEMENT - ARTICLE 29**

**GRIEVANCE PROCEDURE**

**63. Definitions**

The following definitions control the meaning of the terms as used in this procedure.

- a. Grievance is a complaint of one or more employees that they have been adversely affected by a violation, misapplication, or misinterpretation of this agreement.
- b. Grievant is the Union, the employee or employees filing the grievance.
- c. Immediate Supervisor is the person at the lowest administrative level who has been designated management or supervisory and who assigns, reviews, or directs the work of the employee.
- d. Party is the grievant and the District.
- e. Work Day is a day when the administrative offices of the District are open.

**64. Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure but, with the mutual agreement between the District and Local One, the time limitation for any step may be extended.

**65. Presentation**

An employee or his/her representative, or both, may present a grievance while on duty. The grievant shall be limited to not more than two (2) representatives. If there is more than one grievant no more than two (2) grievants may participate at any one time while on duty. However, additional grievants may participate with the mutual agreement of Local One and the District.

**66. Representation**

The grievant may be represented by Local One or, as provided by law, the employee may represent him/herself at any formal step of this procedure. If the grievant is represented by him/herself, Local One retains the right to be present at any formal step of the procedure as an observer. Five (5) working days prior to any formal grievance hearing, the District shall notify Local One of time, date, and place of all self-represented grievance presentations. For purposes of this notification requirement Step 1 is not considered a formal step. Local One shall be limited to not more than two (2) observers.

**67. Informal Discussion - Step 1**



The alleged violation should be discussed with the immediate supervisor.

**68. Formal Grievance - Step 2 (Immediate Supervisor)**

- a. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) work days after the event or circumstances occasioning the grievance, if the employee knew or should have known of the event or circumstances.
- b. A formal grievance shall be initiated in writing on a form prescribed by the District and approved by the Union and shall be filed with the immediate supervisor. The form shall be completed to show the following:
  - 1) Grievant(s) name and work location.
  - 2) Grievant(s) work function.
  - 3) The date the grievance is delivered to the immediate supervisor.
  - 4) The provision(s) of the agreement alleged to have been violated.
  - 5) The circumstances of the grievance (concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
  - 6) The remedy sought by the grievant(s).
  - 7) The name of the representative, if any, chosen by the grievant(s).
  - 8) Remarks.
  - 9) The signature(s) of the grievant(s).
- c. Within ten (10) ~~twenty (20)~~ work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant. If the grievant is not represented by the Union, a copy shall be sent to the Union.

**69. Formal Grievance - Step 3 (The Appropriate Personnel Director or School Principal)**

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision in writing within ten (10) work days to the appropriate classified director or school principal. The grievant shall identify each aspect of the immediate supervisor's decision with which the grievant disagrees.
- b. The appropriate classified director or school principal shall have a conference with the grievant and consider as fully as he/she deems necessary the circumstances of the grievance.

- c. Within ten (10) ~~twenty (20)~~ work days of the filing of the appeal to Step 3, the appropriate classified director or school principal shall respond in writing to the grievant. That response shall state the appropriate classified director or school principal's view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Union, a copy shall be sent to the Union.

70. **Formal Grievance - Step 4 (Assistant Superintendent/Personnel or Designee)**

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision in writing within ten (10) work days to the Assistant Superintendent/Personnel or his/her designee. The grievant shall identify each aspect of the appropriate classified director or school principal's decision with which the grievant disagrees.
- b. The Assistant Superintendent/Personnel or his/her designee shall investigate the grievance as fully as he/she deems necessary, and may provide for conferences with the grievant, who shall continue to have his/her right of representation. The Assistant Superintendent of Personnel or his/her designee shall respond within ten (10) ~~twenty (20)~~ work days of the appeal to the grievant. That response shall state the Assistant Superintendent of Personnel's or his/her designee's view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Union, a copy shall be sent to the Union.

71. **Formal Grievance - Step 5 (Arbitration)**

Local One may submit the grievance to final and binding arbitration if the grievant is not satisfied with the disposition of the grievance at Step 4.

Such submission by Local One must be made within fifteen (15) working days after service of the decision, in writing, to the Assistant Superintendent of Personnel or his/her designee. That demand shall identify each aspect of the Assistant Superintendent of Personnel's or his/her designee's decision with which the grievant disagrees. The District and Local One shall select a mutually acceptable arbitrator. Should they be unable to agree to an arbitrator within ten (10) working days of the Union's submission of the grievance to arbitration, submission of the grievance shall be made to the California State Conciliation Service with a request that a list of arbitrators be submitted. Selection of the arbitrator shall be by alternate striking of names from the list. Either party shall have the right to reject any list in its entirety and request a new list.

72. **Modification**

The arbitrator shall have no power to add to, delete, or amend the terms of the Agreement.

73. **Cost**

The cost of the arbitrator shall be shared equally by the District and Local One.

74. **Attendance at Hearing**

The District agrees that employees shall not suffer loss of compensation from District employment for time spent as a grievant, representative, or witness at a hearing held pursuant to this procedure.

75. **Notice to Union**

When the grievant is not represented by the Union, no solution shall be finally approved until the Union is given a statement in writing of the proposed solution and five (5) work days to file a response.

76. **Recording of the Hearing**

At the request of either party, a recording of the hearing shall be made. The cost of the recording shall be borne by the party requesting it. The recording shall be of such quality as to permit the preparation of an accurate record.

77. **Waiver of Step**

By mutual consent, any step of the procedures may be waived by the District and Local One.

District:

[Signature] 1-10-22  
[Signature] 1/12/22  
[Signature] 1/13/22  
\_\_\_\_\_  
\_\_\_\_\_

CST:

[Signature] 1-24-22  
[Signature] 1-24-22  
[Signature] 1-24-22  
[Signature] 1-24-22  
[Signature] 1-24-22  
[Signature] 1-24-22  
[Signature] 1-24-22  
[Signature] 1-24-22  
\_\_\_\_\_

Signed w/ permission  
by Dan Hopper





**AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021**



**MDUSD-CST  
January 10, 2022**

**TENTATIVE AGREEMENT - ARTICLE 33**

**HOLIDAYS**

**92. Holiday Entitlement**

A. Employees are entitled to payment for authorized holidays, provided they were scheduled to work were in a paid status during any portion of the work day immediately preceding or succeeding the holiday. The authorized holidays shall 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)
- A day in February in observance of Lincoln's Birthday
- ~~March 31 (Cesar Chavez Day)~~
- A day during the Spring Recess (Board Holiday)
- Last Monday in May (Memorial Day)
- June 19<sup>th</sup> (Juneteenth)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- Day after Thanksgiving Day (Board Holiday)
- December 25 (Christmas Day)

B. All CST members get an ~~a~~ Annual choice of one ~~two~~ of the following:

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

C. ~~238 and 260 day employees would be granted an additional one (1) day as a (second) annual choice within the following~~ one of the following during a break:

- Day before November School Recess "Thanksgiving week"
- Winter Recess
- Day during the Spring Recess

D. One (1) ~~All CST employees shall receive two (2)~~ additional holidays designated as a "floating holiday." The date of such holidays shall be selected by the employee subject to approval of the District. That approval shall not be unreasonably withheld.

**93. Saturday and Sunday Holidays**



# AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



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.

**94. 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.

**95. 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.

**96. Additional Holidays**

The District shall comply with Education Code Section 37220.

District:

*Don Folger* 1-10-22  
*Stephanie* 1/12/22  
*Janeth* 1/13/22  
\_\_\_\_\_  
\_\_\_\_\_

CST:

*Don Harper* 1-24-2022  
*Carmen Torres-Torres* 1-24-2022  
*Jane Kwiatkowski* 1-24-2022  
*Jane Frantz* 1-24-2022  
*Cheryl Barrett* 1-24-2022  
*Debbie Hickey* 1-24-2022  
*Pamela Humphrey* 1-24-2022  
*Chloe Park* 1-24-2022  
\_\_\_\_\_  
\_\_\_\_\_

Signed with permission  
by Don Harper



**AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021**



MDUSD-CST  
December 2, 2021

UNION PROPOSAL # 6  
Article 34-Discipline  
August 23, 2021

**TENTATIVE AGREEMENT - ARTICLE 34**

**DISCIPLINE**

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

99. 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, ~~careless~~ 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.

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AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021



- 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 position.
- 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.

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\*In this context, travel between locations shall be construed as on the job site.

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

a. Administrative Leave

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 Director of Personnel/Chief of Human Resources after the employee has been notified of the specific allegation(s).

District:

Dan Harper 12-6-21  
Craig Williams 12-7-21  
Quinn 12/9/2021

CST:

Dan Harper 1-24-22  
Carmen Terrones-Terres 1-24-22  
Jane Kwiatkowski 1-24-22  
Jane Fantz 1-24-22  
Cheryl Barnett 1-24-22  
Debbie Hickey 1-24-22  
Patricia Humphrey 1-24-22  
Chloe Park 1-24-22

Signed w/ permission  
by Dan Harper



## AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



MDUSD Proposal to CST on 1-24-22 @ Time: \_\_\_\_\_  
CST Amended Counter Proposal to MDUSD 1-10-22 @ Time: 3:30pm  
CST Counter Proposal to MDUSD on 1-10-22 @ 12:39 pm  
MDUSD Proposal to CST on 10-8-21 @ 1:35 pm  
CST Proposal to MDUSD Emailed on 8-23-21 @ 12:02 pm

**UNION PROPOSAL # 7**  
**Article 35 – Substitute Coverage**  
**August 23, 2024**

### ARTICLE 35 SUBSTITUTE COVERAGE

#### 102. Application

- a. The District shall allow for all unit positions the ability to request a substitute from the very first day that the employee is out of the workplace, regardless of the length and/ or reason of the absence.
- b. Exceptions are for positions with specialized skills, access to confidential student and staff records, and financial impact on the District. The positions excepted include:

Attendance Student Records Coordinator; Treasurer High School;

Career College Advisor; Student Resource Tech;

~~Positions in the Personnel Department;~~

Positions in the Fiscal Department;

Fiscal positions in other Departments (Fiscal Analyst I and II, Account Clerk- intermediate and senior, Accounting/ Accountability Specialist, Buyer, and Lead Buyer).

For these excepted ~~All~~ positions ~~within~~ the CST bargaining unit member shall have the ability to request a substitute after the third (3rd) work day of absence if qualified substitutes are available.

These exceptions ~~This does~~ not preclude any Temporary Assignment Out of Classification coverage commencing on the first day of the absence.



AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021



District:

CST:

*[Signature]* 3-29-22  
*[Signature]* 3/29/22  
*[Signature]* 3/29/22  
Cesar Alameda 5/29/22  
STEPHANIE KUBER

*[Signature]* 3/28/2022  
*[Signature]* 3/28/2022  
*[Signature]* 3/28/2022  
*[Signature]* 3/28/2022  
*[Signature]* 3/28/2022  
*[Signature]* 3/28/2022  
*[Signature]* 3/28/2022  
*[Signature]* 3/28/2022  
*[Signature]* 3/28/2022

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 PERMISSION BY  
*[Signature]*

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Signed with permission  
 by Dan Harper



TENTATIVE AGREEMENT - ARTICLE 36

LAYOFF PROCEDURES

103. **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.

104. **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.

105. **Notice**

- a. A written notice of layoff shall be given to affected employees not less than sixty (60) days prior to the effective date of the layoff. The District shall notify Local One prior to its giving layoff notices to affected employees.
- 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 sixty (60) days prior to the effective date of their layoff.
- 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.
- d. Copies of Layoff Notices shall be provided to the Union.
- 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.

~~f. For the 20210-20221 school year only, the District shall not implement any layoffs or involuntary reductions until after June 30, 20221. This provision shall sunset on June 30, 20221.~~

106. **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 ~~or~~ and email. 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 [H.R. Personnel](#).
- h. Employees returning to service from layoff shall be reinstated with their accrued seniority while in paid status.

**107. 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.

**108. Application of Grievance Procedure**

This Article shall not be subject to the Grievance Procedure.



Article 36 – Layoff Procedures

District:

Langley 12-6-21

Cross Mountain 12-7-21

Gracht-H 12/9/2021

\_\_\_\_\_  
\_\_\_\_\_

CST:

Don Harper 1-24-22

Carmen Terones-Torres 1-24-22

Jane Kwiatkowski 1-24-22

Jane Frontz 1-24-22

Cheryl Barrett 1-24-22

Debbie Hickey 1-24-22

Pamela Humphrey 1-24-22

Chloe Park 1-24-22

\_\_\_\_\_

Signed by Don Harper  
with permission



## AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



MDUSD-CST  
November 8, 2021

### TENTATIVE AGREEMENT - ARTICLE 37

#### PROMOTION

##### 114. Testing Procedures

- a. Prior to qualifying for oral examinations (interview) which are required for all positions, candidates must successfully complete an initial test subject to the provisions of paragraph 1164c.
- 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 complete/compete in the interview process. (List of "same test" positions attached as Appendix B.)
- c. If an individual successfully completes the written test but is not chosen for the promotion following the interview process, the written test results are valid for ~~two (2)~~ 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 ~~two (2)~~ 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. Candidates must meet the minimum passing score of 70% on each section of the written test to be eligible for an interview. A maximum of ten (10) candidates may be interviewed based upon the highest scores above the minimum passing score. ~~Candidates with a Bachelor's degree do not need to take a test for a position below Range 47, or positions below School Office Manager, not required by Ed. Code.~~
- e. 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. 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.



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- g. 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 ~~two (2)~~ 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 ~~two (2)~~ five (5) years.

### 115. Interview Procedures

- a. After the District determines who has qualified pursuant to initial testing, interviews of qualified candidates shall occur.
- b. 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.
- c. Following all interviews, the full panel shall tabulate its results and determine the top three (3) candidates.
- d. The top three (3) candidates shall receive an interview with the hiring supervisor.
- e. Three or Fewer Candidates: If there are 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 (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





### AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



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, the District shall contact the Local One President 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 Personnel+ Human Resources Office shall meet with an employee, upon written request, to discuss why the employee was not selected for a position. ~~The Director shall provide the employee, upon written request, with a memorandum or other writing discussing the reasons he/she was not selected for the position. Neither this meeting nor the reasons provided shall be subject to the grievance procedure.~~

District:

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CST:

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Signed w/ permission  
by Dan Harper

**ARTICLE 39  
TRANSFER**

**122. Definitions**

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.

**123. 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.

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 work, and months per year assigned to the position.

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.

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.



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

**124. 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).

**125. Transfer for Just Cause**

- a. ~~Except for the reasons noted above in section 124, No~~ employee shall be involuntarily transferred without just cause. ~~for any reason except surplus staff, reduction in force, or school closure.~~ In determining such just 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.

**CST Bargaining Team:**

Don Hopper 9/3/21  
Carmen Torres-Torres 9/3/21  
Jane Kiviatkowski 9/3/21  
Jane Fritz 9/3/21  
Cheryl Barrett 9/3/21  
Nebbie Hickey 9/3/21  
Pamela Humphrey 9/3/21

signed with permission  
by Don Hopper

**MDUSD Bargaining Team:**

[Signature] 9-7-21  
[Signature] 9-7-21  
[Signature] 9-7-21  
[Signature] 9/7/21





## AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



MDUSD Proposal to CST on 1-10-21 @ Time: \_\_\_\_\_  
 CST Counter Proposal to MDUSD on 12-10-2021 1:59 pm  
 MDUSD Proposal to CST on 12-2-21 @ 1:05 pm  
 CST Proposal to MDUSD on 9-27-21 @ 1:44 pm  
 MDUSD Proposal to CST as Part of Package on 9-20-21 @ 1:34 pm

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### UNION PROPOSAL # 15

~~Article 42 - Salary Administration - 131 Longevity Pay  
 September 27, 2021~~

This is proposals is contingent upon the sections and/or subsections in Article 42 Salary Administration of the contract listed remaining status quo: Section 127 Definitions, Section 128 Initial Placement, Section 129 Step increase, Section 130 Salary on Promotion, Section 132 Time of Payment, and Section 134 Bilingual Pay.

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### ARTICLE 42 SALARY ADMINISTRATION

#### 127. Defintions Status Quo

- 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.

#### 128. Initial Placement Status Quo

- 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.

#### 129. Step Increase Status Quo

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## AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



- 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.

~~b. Five (5) percent annual step adjustments shall occur for all bargaining unit members annually on their anniversary date per Article 1.30 Step Increase and it shall be stated at the top of each page of Appendix D Salary Schedule for each contract year.~~

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### 130. Salary on Promotion Status Quo

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.

### 131. 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. ~~Effective July 1, 2017~~ Employees completing ten (10) years of continuous service shall receive an additional ~~three and one-half (3.5%)~~ percent of their salary schedule rate. An additional ~~three and one-half (3.5%)~~ percent of the employee's salary schedule rate is received with completion of each four (4) year period thereafter.

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~~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.~~

~~(This agreement shall take effect upon approval of CST and MDUSD, with retro pay from 1/1/2017 for the affected employees.)~~

### 132. Time of Payment Status Quo



**AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021**



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.

**133. Temporary Assignment Out of Classification**

- a. An employee ~~explicitly assigned and approved~~ by his/her supervisor to perform ~~more than 50% of the duties of a higher classification (reference Govt. Code 20480) for 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%) ~~across the board, with no need to complete an hourly time sheet.~~ This salary adjustment of five percent (5) will be above his/her regular rate of pay, for the ~~entire~~ period of the temporary assignment ~~(not to exceed 960 hours for the fiscal year, reference Govt. Code 20480 a), i.e. if the assignment is ongoing monthly, the member shall receive the full five percent (5%) pay differential for the entire month, except until the assignment is complete or the work is no longer needed to be done.~~
- 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, without need for an hourly timesheet to be completed. 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.~~

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**Additional Coverage Pay**

~~An employee assigned by his/her supervisor to a detail classification or temporary lower salary, and in addition to their current job classification duties shall receive compensation at the rate of thirty three (\$33.00) dollars per hour while completing the other positions duties. Additional Coverage pay shall apply when covering the duties of an employee in the same classification.~~

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**Automatic Upgrade**

~~If a substitute employee or temporary employee works more than 960 hours in a CST member unit position, the employee will automatically become a permanent employee of the District on the 963<sup>rd</sup> hour.~~

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**134. Bilingual Pay: Status Quo**

- 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:





### AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



- 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 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.

District:

Joseph 3-29-22  
John R. O 3/29/22  
Conrad 3/29/22  
Carmel 5/29/22  
Stephanie Roberts 5/29/22  
 (signed w/ permission by C.A.A)

CST:

Dan Harper 3/28/2022  
Carmen Terrones-Torres 3/28/2022  
Jane Kwiatkowski 3/28/2022  
Jane Frantz 3/28/2022  
Cheryl Bennett 3/28/2022  
Debbie Hickey 3/28/2022  
Pamela Humphrey 3/28/2022  
Chloe Park 3/28/2022

signed w/ permission  
by Dan Harper



AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



MDUSD Counter Proposal to CST on 1-24-22 @ Time: \_\_\_\_\_
CST Counter Proposal to MDUSD on 1-10-22 @ 12:54 pm
MDUSD Counter Proposal to CST on 12-10-22 @ 1:36 pm
CST Counter Proposal to MDUSD on 12-2-2021 @ 12:57 pm
MDUSD Proposal to CST on 10-8-21 @ 1:23 pm
CST Proposal to MDUSD Emailed on 9-27-21 at 1:29 pm

UNION PROPOSAL # 14
Article 44 Employee Benefits- 135, Coverage 142 a, In Lieu of Medical Coverage
September 27, 2021

ARTICLE 44
EMPLOYEE BENEFITS

This proposals is contingent upon the sections and/or subsections of the contract listed remaining status quo: Article 44 Benefits Sections: 135 b, c and d, 136 Health Benefit Opt Out, 137 I.R.C. Section 125 Plan, 138 New Employees, 139 Retirees, 140 Retirement Health Benefit and Incentive, 141 Requirements/Conditions Imposed by Carriers, 142 Payroll Deduction Rights and Information, 143 In Lieu of Medical Coverage, 144 Application of Grievance Procedure, 145 Leave of Absence – Effect on Benefits, and 146 Extension of Health Benefits.

135. Coverage:

- a. The District will pay up to 80% ~~95%~~ ~~100%~~ of the ~~2016~~ ~~2021~~ the current Kaiser CalPERS rate, by level, for single, employee+ 1 and family plan who work at least 4 hours a day and/or 20 hours a week. Moving forward, in each subsequent Benefit Year beginning in 2018, the District will adjust the District payment up to 80% ~~90%~~ ~~95%~~ ~~100%~~ of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar cost increase does not exceed 4 percent of the then current dollar cost. Should the dollar cost increase in any year exceed 4 percent, the District share will be calculated to include the 4 percent increase and the dollar amount over 4 percent increase shall be paid by the Employee, unless the District and CST negotiate a different amount. If this is the case, the District share will be less than 80% ~~90%~~ ~~95%~~ ~~100%~~ of the then current Kaiser CalPERS rate, unless the District and CST negotiate a different amount.
b. In the event that the dollar cost increase exceeds 4 percent and District/Bargaining unit negotiations regarding any excess percentage share begin, benefit coverage will continue. Members will not be at risk of losing coverage during these negotiations.
c. The District will continue to pay the full cost of vision and dental benefits for all employees working 4 or more hours per day and 20 or more hours per week.

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## AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



- d. Employees who separate from the District will have any remaining balances owed deducted from their final pay check

Commented [DH1]: proposal is contingent upon these sections and/or subsections of the contract remaining status quo

### 136. Health Benefit Opt Out (Status Quo)

Employees may opt out of medical coverage at any time without penalty and without having to show proof of other insurance. However, in order to qualify for cash in lieu payments, the employee must provide proof of other insurance.

### 137. I.R.C. Section 125 Plan (Status Quo)

A Section 125 Plan shall be available for unit members to use to pay with "pre-tax" dollars the difference between the District's contribution toward medical benefits and the cost of a more expensive plan offered by CalPERS and selected by the employee. Such plans may also be utilized, within the sole discretion of the employee, to voluntarily purchase with pre-tax dollars, other kinds of benefits, e.g., orthodontia, child care, etc. Purchase of these additional benefits is the employee's sole responsibility. If an employee chooses to set aside "a certain amount of money, but fails to fully utilize the amount within the plan year, any amount not used is surrendered to the District."

### 138. New Employees (Status Quo)

New employees must enroll in health benefits and any optional Section 125 Plan within sixty (60) days of the first date of eligible employment.

### 139. Retirees (Status Quo)

- a. The District shall reimburse health and medical plan insurance premiums for those classified employees fifty-five (55) years of age or older retiring under the Public Employees Retirement System who are current members of the Classified Service having five (5) years of full-time employment with the District until said employees become eligible for Medicare benefits.

b. CalPERS Payment

The District will contribute seventy-eight dollars and forty cents (\$78.40) per year directly to CalPERS for each eligible retiree for medical insurance. Pursuant to California Government Code §22892 (c), this amount shall increase annually by at least 5% of the employer contribution for active employees until such time as both are equal. In addition, the District will contribute to each retiree who qualifies under Section 139a, on an individual basis an amount which, when added to the annual amount will cover the plan as provided in Section 139a.

Because PERS requires that the CalPERS premiums be deducted from the retiree's PERS warrant, the District will provide, in advance, a non-taxable reimbursement monthly up to the amount designated above.





## AFSCME Local 1 CST Unit and MDUSD Successor Negotiations 2021



Should the retiree subsequently enroll in a more expensive plan, the District's obligation is limited to the lower amount (i.e., the contribution level for retiree's health benefit in Section 125, one-party plan).

### 140. Retirement Health Benefit and Incentive (Status Quo)

Effective for employees who retire after July 1, 2016, the District will reimburse or reinstate coverage, taking into account each individual retirees' circumstances, for medical benefits for the retiree only at the CalPers Kaiser Rate as well as pay the cost of dental insurance for a maximum of ten (10) years or until the retiree reaches age 65, whichever occurs first. In order to be eligible for retiree medical and dental benefits, the employee must have worked for the District for at least five years prior to retirement. The employee must complete the appropriate application in the office of the General Counsel at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement.

### 141. Requirements/Conditions Imposed by Carriers (Status Quo)

The benefits provided under this section (Retiree Health Benefits) shall be subject to any requirements or conditions which may be imposed by the carrier and/or provider.

### 142. Payroll Deduction Rights and Information (Status Quo)

In addition to the foregoing District-paid plans, an employee may authorize amounts to be withheld for premiums of certain group life, income protection, and disability insurance plans. Information on these programs may be obtained from representatives of Local One or from the Risk Management Department.

### 143. In Lieu of Medical Coverage (Status Quo)

An employee who is otherwise provided basic group medical coverage may opt to have the District pay ~~two thousand~~ one hundred forty dollars (\$140240.00) per month (or the highest rate paid for all District bargaining units) cash in-lieu of benefits. Such payment shall be in lieu of medical coverage paid by the District and shall be initiated only following the employee's certification, on a form prescribed by the District, of alternative coverage.

~~For the contract year 2021-2022 In Lieu of Medical Coverage shall be paid retroactively to July 1, 2021, to all bargaining unit members that have opted out of medical coverage with the District.~~

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### ~~142-144.~~ Application of Grievance ~~Procedure~~ Procedure (Status Quo)

The administration of any of the plans referenced in this Article shall not be subject to the grievance procedure.

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AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021



144-145. Leave of Absence - Effect on Benefits (Status Quo)

- a. Hospital, medical, dental, vision and prescription drug coverages continue as part of the compensation of employees on paid leaves of absence.
- b. Employees on authorized, unpaid leaves of absence may continue their hospital, medical, dental, vision, and prescription drug coverages at the employee's expense.
- c. Typically payment in advance for a three (3) month premium is required; however exceptions to the three (3) month advance payment may be made on a case by case basis. Payment shall be made with either a cashier's check or money order. In the event of a price increase in any of the coverages, the employee on leave shall pay the increase with either a cashier's check or money order. A billing shall be sent to the employee on leave for immediate payment. It shall be the employee's responsibility to notify the District of any change in address or family status to insure continuity of coverages. Prepaid premiums must be received by the tenth (10th) of the preceding month in the office of the Director of Fiscal Services for coverages to continue effective. Coverages must continue without interruption in order to insure eligibility and protection.

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145-146. Extension of Health Benefits (Status Quo)

Any employee who is laid off may continue to participate in the District benefit program as specified in this Article at his/her own expense for a period of up to six (6) months.

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*[Handwritten signatures and dates for District representatives]*  
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 3/29/22  
 3/29/22  
 3/29/22  
 STEPHANIE ROBERTS

CST:

*[Handwritten signatures and dates for CST representatives]*  
 3/28/2022  
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SIGNED WITH PERMISSION BY *[Signature]*

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Signed with permission by Dan Harper



AFSCME Local 1 CST Unit and MDUSD  
Successor Negotiations 2021



MDUSD-CST  
August 23, 2021

TENTATIVE AGREEMENT - ARTICLE 45

TERM

79. Term

This agreement shall have a three-year term from July 1, ~~2018-2021~~ through June 30, ~~2021~~ 2024.

80. Successor Agreement

The Union and the District shall present proposals for a Successor Agreement no later than March ~~30, 2021~~ 2024.

District:

[Signature] 8-25-21

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[Signature] 8/25/2021

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[Signature] 8/26/21

CST:

[Signature] 9/2/2021

[Signature] 9/2/21

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Signed w/  
permission  
by  
Dun Hopper