

**TENTATIVE AGREEMENT
BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND
MT. DIABLO EDUCATION ASSOCIATION**

OCTOBER 27, 2023

The Mt. Diablo Unified School District (“District”) and the Mt. Diablo Education Association (“MDEA”) have negotiated and reached a tentative agreement on Articles 1, 14, and 16 of the Collective Bargaining Agreement (“CBA”), to completely resolve the successor contract negotiations for the 2024-2025 school year. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by MDEA bargaining unit members and approval by the Governing Board. Both parties agree to recommend the total package agreement to their constituents.

In addition to the terms of the attached Tentative Agreements, the District and MDEA agree to the following terms:

1. General Terms

- A. Full Article Revisions. The Parties agree to incorporate the changes made pursuant to this Tentative Agreement to reflect the changes made to each of the articles.
- B. Conclusion of Negotiations. This Agreement will conclude the successor contract negotiations for the 2024-25 school year.
- C. Effective Date. Upon ratification by MDEA and approval of the District Governing Board the Agreement shall take effect. Unless otherwise noted in the Tentative Agreement, provisions of the Tentative Agreement will take effect on and after the date of the final ratification and approval of this Agreement.
- D. Technical Changes. The Parties agree to work together to review the Index and Appendix and make any necessary changes to the CBA, Index and Appendix to reflect agreements and update cross references.
- E. Changes in Contract. With the exception of the changes referenced in this Agreement, all other contract language will remain status quo.

On Behalf of the District

Dated: 10/27/23



Dr. John Rubio
Human Resources Chief
Mt. Diablo Unified School District

On Behalf of MDEA

Dated: 10/27/2023



Julia Jameyson
MDEA Bargaining Chair



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ARTICLE 1

Agreement - General Terms

1.7 Term

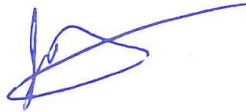
1.7.1 This Agreement shall remain in full force and effect through June 30, 2025 2024.

1.8 Successor Negotiations

1.8.1 Successor Negotiation - The Association and the District shall present proposals for a Successor Agreement no later than January 1, 2025.
November 1, 2023.

1.8.2 The Parties agree to meet and negotiate for at least three (3) full six (6) hour days during the month of January 2025.

Article 1.1 through 1.6, and Article 1.9 shall remain status quo.



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ARTICLE 14
SALARIES

14.1 Salary Increases

14.1.1 Effective July 1 2024, the salary schedule shall be increased by nine percent (9%).

~~14.1.1 Effective July 1, 2021, the salary schedule shall be increased by four percent (4%) and unit members shall receive pay retroactive to July 1, 2021.~~

~~14.1.2 Effective July 1, 2022, the salary schedule shall be increased by four percent (4%).~~

~~14.1.3 Effective July 1, 2023, the salary schedule shall be increased by two and one half percent (2.5%).~~

Article 14.2 through the end of Article 14 shall remain status quo.

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**ARTICLE 16
EMPLOYEE BENEFITS**

16.2 Medical Benefits and Cash In-lieu:

16.2.1 The District will pay ~~eighty percent (80%)~~ **one hundred percent (100%)** of the 2022 Kaiser CalPERS rate, by level, for single, employee+ 1 and family plan **for all of the 2024 and 2025 benefit plan years (January 1, 2024 through December 31, 2025).** **One hundred percent (100%) of The full 2025 Kaiser CalPERS rate will establish a new minimum dollar amount of District medical benefits contribution. Effective January 1, 2026 and M**oving forward, in each subsequent Benefit ~~y~~Year, the District will **pay 80% of the annual increase** ~~adjust the District payment up to eighty percent (80%)~~ of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar increase does not exceed four percent (4%) of the then current dollar cost. Should the dollar cost increase in any year exceed four percent (4%), the District share will be calculated to include **eighty percent (80%)** of the first four percent (4%) increase and the employee's share shall be the remaining **twenty percent (20%)** of the first four percent **(4%)** increase.

In any year the increase exceeds **four percent (4%)**, the amount over four percent (4%), shall be paid by the employee unless the District and MDEA negotiate a different amount. If this is the case, the District share may be less than eighty percent (80%) of the then current Kaiser CalPERS rate.

16.2.1.1 In the event that the dollar cost increase exceeds four percent (4%) and the District/Bargaining unit negotiation regarding any excess percentage share begin, benefit coverage will continue. Members will not be at risk of losing coverage during these negotiations.

16.2.1.2 Effective July 1, 2016: Unit members who work 0.5 FTE or more shall be eligible for health benefits and medical in-lieu payments at the same District contribution rates as full time employees.

16.2.1.3 Effective July 1, 2016, medical in-lieu equal to the highest rate paid for all District bargaining units moving forward (\$1,400 divided by 11 months for 2016-17 school year).

16.2.1.4 Effective July 1, 2017, increase medical in-lieu by same percentage as applied to salary schedule moving forward rounded to the nearest dollar.

16.2.1.5 The annual total for cash in-lieu is listed on the salary schedule in Appendix A

[NEGOTIATION NOTE TO REMOVE LATER - If allowable these changes shall be considered a qualifying event that would allow bargaining unit members to participate in a special open enrollment which would take place at the earliest opportunity.]

Article 16.1 and 16.3 through the end of Article 16 shall remain status quo.