#### **AGREEMENT**

## between the

#### MT. DIABLO UNIFIED SCHOOL DISTRICT

#### and the

# CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS MT. DIABLO CHAPTER 43 ("CSEA")

February 13, 2025

WHEREAS, the current Collective Bargaining Agreement (CBA) between Mt. Diablo Unified School District and the California School Employees Association, is set to expire on June 30, 2025; and

WHEREAS, both parties recognize the value of maintaining stable and consistent labor relations for the benefit of employees, students, and the community; and

WHEREAS, the parties have mutually agreed to a new term of the current Collective Bargaining Agreement from July 1, 2025, through June 30, 2027, with no changes to the existing language and terms, except as explicitly stated in this agreement.

1. The current Collective Bargaining Agreement with CSEA is hereby renewed for a new term and shall remain in full force and effect through June 30, 2027 as outlined in Article 39 below.

# ARTICLE 39 TERM OF AGREEMENT AND REOPENERS

#### **150** 149. Duration

This agreement shall have a 3 2 year term, July 1, 2022 2025 through June 30, 2025 2027, The parties recognize that pursuant to law certain essential terms and conditions of a collective bargaining agreement continue beyond expiration.

## 151 150. Commencing Successor Contract Negotiations

The parties shall present proposals for a successor agreement no later than January 31,  $\frac{2025}{2027}$ .

- 2. Except as modified by this agreement, all terms, provisions, and conditions of the current CBA shall remain unchanged and fully enforceable.
- 3. The parties agree to the following changes to Article 24, Salary:

ARTICLE 24 SALARY

### FOR 2022-2023 SCHOOL YEAR

92. Retroactive to July 1, 2022, all unit members shall receive an ongoing, on schedule salary increase of fifteen and one half percent (15.5%).

#### FOR 2023-2024 2025-2026 SCHOOL YEAR

93. 92. Effective July 1,  $\frac{2023}{2025}$ , all unit members shall receive an ongoing, on-schedule salary increase of two and one half percent ( $\frac{2.5}{1}\%$ ).

## FOR 2024-2025 2026-2027 SCHOOL YEAR

**94.** <u>93.</u> Effective July 1, 2024 <u>2026</u>, all unit members shall receive an ongoing, on-schedule salary increase of two and one half percent ( $2.5 \pm 1\%$ ).

### **ME TOO AGREEMENT**

95. 94. 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 CSEA, then CSEA 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 CSEA 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, CSEA may file a grievance (and no salary or benefit adjustment will be made pending the resolution of the grievance). Only the CSEA 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 or 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 2022-2025 2025-2027 contract term only and expires at the end of the CSEA contract term.

4. The parties agree to the following changes to Article 25, Employee Benefits:

#### 96.95. Health Benefits

## Coverage

The District will pay 80% one hundred percent (100%) of the 2022 Kaiser CalPERS rate, by level, for single, employee + 1, and family plan for all of the 2026 benefit plan year (January 1, 2026 through December 31, 2026). The full 2026 Kaiser CalPERS rate will establish a new minimum dollar amount of District medical benefits contribution. Effective January 1, 2027, and moving forward, in each subsequent Benefit Year, the benefit language will revert to the following language unless otherwise bargained.

The District will pay 80% of the 2022 2026 Kaiser CalPERS rate, by level, for single, employee + 1, and family plan. Moving forward, in each subsequent Benefit Year, the District will 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 cost 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%), shall be paid by the Employee, unless the District and CSEA 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.

For the 2023 benefit plan year only, the District agrees to pay the cost of the Kaiser CalPERS rate in excess of the District's existing contribution of eighty percent (80%) of the 2023 Kaiser CalPERS rate, by level for single, employee + 1, and family Kaiser plans. CSEA unit members remain responsible for the remaining costs of the plans.

- a. The District continues to pay full cost of vision and dental for all employees working four (4) or more hours per day and/or twenty (20) or more hours per week.
- b. Employees who work less than (4) hours per day and/or twenty (20) hours per week are ineligible for District-paid health benefits.
- c. Employees who separate from the District will have any remaining balances owed deducted from their final pay check.
- 6. This agreement is nonprecedential and does not establish a past practice.
- 7. This agreement is executed by duly authorized representatives of both parties:

# For Mt. Diablo Unified School District:

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Jyr In	X
Ryan Sheehy	0
Interim Chief, Human Resources	

Date: 2/14/2025

# For California School Employees Association:

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Annie Nolen CSEA Chapter President

Date:

Kimberley Montano

CSEA Chapter Vice President

Date: 2/14/2025

Amy Buscaglia

CSEA Labor Relations Representative

Date: