CONTRACTUAL AGREEMENT

July 1, 2024 through June 30, 2027

(*as amended on May 30, 2023)

between

MT. DIABLO UNIFIED SCHOOL DISTRICT

&

PUBLIC EMPLOYEES' UNION, LOCAL ONE/AFSCME

Clerical, Secretarial & Technical

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AGREEMENT

This Agreement between the Mt. Diablo Unified School District Board of Education (hereafter District) and the Local One Clerical, Technical and Secretarial Unit (hereafter Local One) has been reached through "meeting and negotiating" as defined by Section 3540(h) of the Government Code.

ARTICLE 1
RECOGNITION

1. The District recognizes Local One as the exclusive representative of the employees in the Clerical, Technical and Secretarial Unit pursuant to Chapter 10.7 (commencing with Section 3540) of the Government Code.

ARTICLE 2
COVERAGE

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

Academic Data Technician
Accounting Technician
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 Education student Information System (SIS) Specialist
Adult School Office Manager
Attendance Secretary
Attendance/Student Records Assistant
Attendance/Student Records Coordinator
Bilingual Testing Program Technician
Bilingual Translator/Interpreter
Buyer
Buyer, Lead
Career/College Advisor
Child Welfare & Attendance Liaison
Community Liaison
Community School Coordinator
Copy Machine Operator
Data Entry Clerk
Elementary School Secretary
Facilities Technician
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 - 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
Human Resources Assistant I
Human Resources Assistant II
Human Resources Technician
Principal Clerk
Principal School Office Manager
Print Shop Equipment Operator
Print Shop Finisher
Program Analyst
Programmer Analyst
Registrar High School
School Office Manager
Secretary
Security Operations Dispatcher/Clerk
Senior Account Clerk
Senior Account Specialist Clerk EPSDT Medi-Cal
Senior School Office Manager
Senior Secretary
Senior Typist Clerk
Special Education Student Information Systems Specialist
Student Enrollment Coordinator
Student Enrollment Specialist
Student Records Technician
Student Resource Technician
Switchboard Operator/Receptionist
Treasurer High School
Typist Clerk
Use Permit Technician

3. The Parties will meet every year in November to review and/or update at least three (3) job descriptions that have not been reviewed and/or updated within a six (6) year period.

ARTICLE 3
DISTRICT RIGHTS AND DUTIES

4. In conformance with the law, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. The exercise of the foregoing rights, authority, duties and responsibilities, by the District, the adoption or rescinding of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of the agreement. It is understood and agreed that the District retains its rights and duties to manage its operations in conformance with the law. Included in, but not limited to, those rights and responsibilities, are the exclusive right to: determine its organization; direct the work of its employees; determine the hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue.

ARTICLE 4
ORGANIZATIONAL RIGHTS

5. **Local One Rights**

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

a. The right of access at reasonable times to areas in which employees' work, for the purpose of representing bargaining unit members on grievances and matters related to their employment. The union representative may be denied permission by the District's representative to talk to the employee on their duty time if that will unduly interfere with the employee's work. Any disagreement over this access shall be immediately referred to the Director of Personnel for determination. Any such restriction shall be limited to no more than 24 hours. Provision of this remedy shall not bar use of the Grievance Procedure.

b. The right to use, without charge, institutional bulletin boards and mailboxes for the posting of information or notices concerning Local One matters.

c. The right to review employee's personnel files when accompanied by the employee or on presentation of a written authorization signed by the employee.

d. The right to be supplied with a seniority roster, by classification, of affected bargaining unit employees, prior to any lay off. The roster shall indicate the employee's present classification and primary job site.

e. The right to receive, upon request and at actual cost to the District, a reasonable number of copies of materials related to wages, hours and other terms and conditions of employment which are relevant for Local One to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.

f. The right of release time for employees who are elected Local One officers or appointed Local One representatives to conduct necessary Local One business, providing that where substitutes are required and actually used, Local One shall pay wages of such substitutes at the usual rates. Such release time shall not exceed twenty (20) days in any one school year except by the consent of the Director of Personnel or designee. Elected Local One officers or appointed Local One representatives are defined as those individuals elected or appointed to the organization at large and not elected or appointed representatives to the Mt. Diablo Unit of Local One.

g. New Employee Orientation. AB 119 - New Hire Orientation. Procedures/legislation requires that MDUSD shall provide Local One mandatory access to its new employee orientations. MDUSD shall provide CST/Local One personal information and notify the Union of its scheduled orientation session. The orientation sessions will be scheduled with consensus between the Union and District. The Union shall receive the notification of the scheduled orientation within 30 days of new employee's hire. MDUSD shall afford the Union private uninterrupted time to orientate the employee regarding Local One/ AFSCME.

h. MDUSD shall provide the Union with the names, job title, department, work location, work, home /personal cellular telephone numbers, personal email addresses, home address of each newly hired employees within 30 days of hire or by the first pay period of the month following hire.

(See Appendix G)

ARTICLE 5
OVERTIME

6. **Overtime Defined**

Upon prior approval of the immediate supervisor, an employee may work overtime in an emergency or for any other valid reason. The Employee Job Assignment Form, attached as Appendix F, lists each employee's work schedule. It shall be reviewed with the employee annually. Overtime is work:

a. On holidays. All employees assigned to work on holidays will 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.
b. In excess of eight (8) hours in any one (1) day.
c. In excess of forty (40) hours in any one (1) week.
d. Performed on the sixth or seventh day in any one (1) work week where an employee's assignment has averaged four (4) hours or more during the previous five (5) consecutive days.
e. Performed on the seventh day in any one (1) work week where an employee's assignment has averaged less than four (4) hours during the work week.

7. **Overtime Compensation**

Overtime may be taken as compensatory time off (CTO) paid at the rate of one and one-half (1 1/2) times the hours worked or paid at the rate of one and one-half (1

1/2) times the employee's hourly rate of pay at the employee's option.

Compensatory time off shall be used within one (1) year from the date on which it was earned. The employee shall designate the form of compensation prior to working the overtime. Once the employee has made a designation, it shall not be subject to change. Where the employee has designated CTO, the employee shall request the scheduling of that CTO. If the employee's request for CTO has been denied, the employee shall be paid in cash at the end of one (1) year.

8. **Overtime - Equal Distribution**

Overtime or extra hour offers shall be distributed and rotated as equally as is practical among employees in the same classification within each department/section/site, as applicable.

9. **Refusal of Extra Work**

An employee required to work other than during regularly assigned hours shall be entitled to reject such assignment if there is a personal emergency.

10. **Call-In Minimum**

Any employee required or requested to return to the work site other than at a regularly scheduled time shall be entitled to a minimum of two (2) hours compensation at the appropriate rate. The assignment shall include, but not be limited: Back-to-School or Open House.

ARTICLE 6
GENERAL TERMS RESPECTING LEAVES OF ABSENCE

11. **Break in Service**

No leave of absence granted by the District shall be deemed to be a break in service. An unpaid leave of absence which exceeds thirty (30) days shall result in adjustment of longevity, step increase and seniority dates.

12. **Return from Leaves**

a. An employee returning from paid leave shall return to the position held prior to taking such leave, provided the position still exists. An employee returning from an improvement of health leave of less than six (6) months or a combination of paid leave and improvement of health leave of less than six (6) months, shall be returned to the site and position held prior to taking such leave, provided the position still exists. In all other cases, employees returning from leave may accept a position in a lower

classification if there is no vacancy available in their current classification. Seniority shall follow the unit member to the lower classification.

The employee will be offered a position in a lower classification only after the vacancy has been posted for lateral transfer and/or promotion. When a position in the unit member's former classification becomes available, the member will be offered the position before it is posted. Once the unit member accepts a position in a lower classification, they must remain in the specific position in order to retain their right to return to the classification they held prior to taking the leave.

b. No employee returning from leave shall have greater right to a position than they would have if they had not gone on leave.

13. **Continuation of Health, Dental and Vision Coverage**

An employee on unpaid leave may continue their coverage under the District's health, dental, vision and life insurance plans then in effect, or changed during the period of leave. The employee shall remit the full cost of the premium to the District one (1) month in advance. An employee on paid leave shall continue to have the premium payments made by the District as provided in this Agreement.

14. **Immediate Family**

"Immediate family" means husband or wife, mother or father, sister or brother, son or daughter, mother-in-law or father-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law of the employee or the employee's spouse; grandchild of the employee or of the employee's spouse; grandmother or grandfather of the employee or of the employee's spouse; uncle or aunt of the employee or of the employee's spouse; niece or nephew of the employee or of the employee's spouse; step-parents of the employee or of the employee's spouse; or any person residing in the immediate household.

15. **General Leave**

a. The employee may be granted up to thirty (30) days unpaid leave with prior approval of the Director of Human Resources or designee.

b. Unpaid leave beyond thirty (30) days or paid leave, in such amounts as may be decided, may be granted at the discretion of the Board of Education.

c. Leave for retraining and study may be applied for under this Article.

d. This leave is additional to any other leave provided by this Agreement.

16. **39-Month Reemployment List**

Pursuant to the Education Code Section and Board Policy an employee who has used all leaves paid and unpaid shall be placed on a 39-month reemployment list.

ARTICLE 7
PERSONAL NECESSITY LEAVE

17. **Entitlement**

An employee may use their 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.

18. **Verification**

The employee may be required to furnish additional information.

19. **Notification and Conditions of Use**

a. 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 their 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.

b. An employee shall give prior notice of the use of personal necessity leave. The employee must notify the District's absence management system of the reason for the absence no later than one (1) hour before their 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 their immediate supervisory, or authorized designee by email, text, or phone 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 8
RELIGIOUS OBSERVANCE

20. **Religious Observance**

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

ARTICLE 9
UNION LEAVE

21. **Local One Unit Leave**

Employees designated by the Local One Unit to conduct business during working hours shall be granted paid leave. An overall total of thirty-three (33) days leave shall be granted for this purpose and to attend the Local One annual conference.

Such days shall not include released time provided elsewhere in this Agreement or for negotiations. Local One shall reimburse the District for union leave in an amount sufficient to pay for substitute employees who are required and employed.

ARTICLE 10
BEREAVEMENT LEAVE

22. **Bereavement**

An employee shall be granted up to a maximum of four (4) days leave on full pay with no deduction of sick leave in the event of death of a member of the immediate family, as defined in Article 6, General Terms Respecting Leaves of Absence [Section 14, Immediate Family], or five (5) days if travel beyond two hundred (200) miles or out of state is required and ten (10) days if travel beyond the Continental United States is required. Designation of relationship and travel shall be provided to the District. An employee may elect to use, in addition to bereavement leave, all or a portion of the ten (10) days of personal necessity leave per Article 7, section 19(b)(1).

ARTICLE 11
IMPROVEMENT OF HEALTH LEAVE

23. **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 not 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.

ARTICLE 12
INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

24. **Accrual and Definition**

An employee shall receive sixty (60) work days leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the

employee becomes ill or is injured while they are serving the District and the accident or illness is reported to the agency handling Workers Compensation claims in accordance with their regulations and the agency accepts responsibility for the treatment of the employee.

25. **Non-Accumulation**

Allowable leave shall not be accumulated from year to year.

26. **Administration**

a. Industrial accident or illness leave shall commence on the first day of absence.

b. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers Compensation laws of this State, exceed the normal wage for the day.

c. Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers Compensation.

d. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

e. The industrial accident or illness leave shall be used in lieu of sick leave benefits. When entitlement to industrial accident or illness leave under this Article has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers Compensation laws of this State at the time of the exhaustion of benefits under this Article, they shall be entitled to use only so much of their accumulated and available sick leave and vacation leave, which, when added to the Workers Compensation award, provides for a day's pay at the regular rate of pay.

f. During all paid leaves of absence, whether industrial accident leave as provided in this Article, sick leave, vacation, compensatory time or other available leave provided by law or by this Agreement, the employee shall endorse to the District wage loss benefit checks received under the Workers Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Article.

g. The Superintendent or designee shall require certification by the attending physician that the employee is medically able to return to and perform the duties of their position.

h. An accident report shall be filed with the General Counsel's Office within twenty- four (24) hours after the occurrence of the accident.

ARTICLE 13
MATERNITY LEAVE

27. Pregnancy, Childbirth, Miscarriage and Recovery Therefrom

Each female employee is entitled to a leave of absence from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. Maternity leave shall be subject to the provisions covering sick leave. The length of the disability shall be determined by the employee and the employee's medical advisor. If the employee elects not to use sick leave, a request for leave of absence without pay shall be submitted to the Director of Personnel, before the expected date of delivery, specifying the expected beginning and end of the leave and the anticipated date of delivery as determined by a physician.

ARTICLE 14
NEW PARENT LEAVE

28. **Unpaid Leave**

a. **Newborn**

An employee who is a parent of a newly born child shall be entitled, upon request, to a leave of absence without pay to commence any time during the first year after the birth of the child. This leave shall not exceed one (1) calendar year.

b. **Adoption**

An employee who adopts an infant child (one [1] year of age or less) shall be entitled, upon request, to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. This leave shall not exceed one (1) calendar year.

29. **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.

An employee must first exhaust all available sick leave, including all accumulated sick leave, and continue to be absent from their duties on account of parental leave in order to gain access to differential pay.

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 their 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 their 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.

ARTICLE 15
OFFICIAL APPEARANCE AND JURY LEAVE

30. **Official Appearance**

An employee shall be granted a leave of absence when ordered to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

31. **Jury Duty**

An employee shall be granted a paid leave of absence when required to report for jury duty during regular work hours, except that an employee whose assigned shift begins at or afternoon shall be released from duty on any day during which they are required to serve at least four (4) hours jury duty.

Employees on telephone standby for jury duty during assigned work hours shall take calls from their work location.

32. **Compensation**

Employees granted such leaves of absence shall pay to the District any amount received as jury or witness fees. Any mileage or parking allowance shall not be deemed to be a fee.

ARTICLE 16
FAMILY CARE LEAVE

33. The District shall provide leave consistent with related leaves within this agreement, as well as Federal and State family care leave requirements (CFRA and FMLA).

ARTICLE 17
MILITARY LEAVE

34. **General Entitlement**

The rights of employees to military leave are governed by the applicable federal and/or state statutory provisions.

35. **District Paid Medical, Dental and Vision Benefits While on Active Military Duty**

a. Eligible unit members shall be entitled to receive up to 180 calendar days of medical, dental and vision benefits pursuant to Education Code section 44018, subdivision (b)(2).

b. If a unit member remains on active military duty beyond the 180 calendar days set forth above, the District shall, pursuant to Education Code section 44018, subdivision (b) (1), provide the unit member a monthly stipend sufficient to cover the cost of continuing the health and welfare benefits set forth in (a) above on a month-to- month basis for the duration of the unit member's active military duty. The unit member shall execute, as necessary, authorization(s) needed to implement this provision, including but not limited to, an Internal Revenue Code (IRC) section 125 payroll deduction.

36. **Use of Earned Vacation, Compensatory Time Off (CTO), and Personal Necessity Leave While on Active Military Duty**

Unit members shall be entitled to utilize their earned vacation leave, compensatory time off (CTO), and personal necessity leave (as authorized in this Agreement) while on leave for active military duty. Such leaves shall be utilized as if the unit member is rendering service to the District, i.e., in place of the employee's regular workdays.

ARTICLE 18
SICK LEAVE

37. **Accrual**

a. A full-time employee accrues sick leave at the rate of one (1) day 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.

38. **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 no later than one (1) hour before their 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 their immediate supervisor, or authorized designee by email, text, or phone. At least one day prior to their expected return to work, the employee must notify their supervisor in order that any employee filling the position on a substitute basis may be terminated.

b. 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 their school's assigned HR substitute help person. At the end of the month the employee shall sign the appropriate absence confirmation form.

39. **Verification**

a. The District reserves the right to require medical verification of illness for shorter periods of time when there is probable cause to require such verification. Prior written notice of such requirements shall be given to the employee unless the District has reasonable cause to believe the employee's use of sick leave is related to a concerted activity.

b. If the District directs an employee to secure medical verification from a doctor of the District's choice, the District shall pay the cost of such verification.

40. **Extended Sick Leave**

Following current CA Education code for classified employees, and effective with leaves that start after July 1, 2023, leaves that are provided by the terms of this or other articles in this CBA, including comp time, and vacation time, are part of, and will concurrently overlap with, an employee's 5 months of extended sick leave. While on extended sick leave, the employee shall receive the difference between their own salary and the amount paid to a substitute, and benefits if previously receiving benefits, to a total of five (5) months).

An employee will be asked and required to confirm prior to, or at the very beginning of, their leave if they would like to utilize part or all of their total earned but unused vacation leave balance to replace their full workdays/daily FTE (i.e. 8 hours) in order to continue to be compensated. (This option is exclusive of, and may not apply, when any current laws or rare instances (e.g. receipt of initial family temporary disability insurance benefits) allow an employer to require an employee to use vacation leave).

If there is no substitute filling the position, the employee will receive their full pay.

41. **Sick Leave Donation**

The purpose of this procedure is to allow a Local One (CST) unit member to donate a limited amount of their accrued sick leave days to another unit member due to the unit member's catastrophic illness or injury.

Catastrophic illness or injury means an unexpected and/or life-threatening illness or injury to the employee that is expected to incapacitate the employee for an extended period of time.

Procedures:

a. When an employee determines that they wish to donate some of their accrued sick leave days to a specific employee in need, they shall fill out the appropriate form.

b. Prior to receiving a donation, the employee will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential. The District will then make a determination as to whether the receiving employee is qualified for the donation and if the employee wishes to receive donations.

c. If the transfer of sick leave days is approved by the District the employee may donate a minimum of eight (8) hours to a maximum of forty (40) hours, provided the employee does not reduce their sick leave accrual below two hundred and forty (240) hours.

d. No employee is eligible to receive the donation if they have used more than their current annual entitlement of sick leave or personal necessity/business leave in two of the last three years, except the District may waive this provision in verified instances of continuing illness or injury.

e. Participation is voluntary; donation is irrevocable and confidential.

f. Workers' compensation claims are excluded from this program.

g. The unit member shall first use the balance of their current annual entitlement, then their accumulated days, vacation days and compensatory time. Donated days shall run concurrently with extended leave.

h. The combination of all paid leave, inclusive of the summer recess, shall not exceed 12 calendar months. It is expected that if the illness/disability is to exceed this period of time, the employee should apply for PERS disability allowance, if applicable.

i. The District has responsibility and authority for the final decision regarding participation in this program.

ARTICLE 19
MILEAGE

42. **Compensation**

Employees required by the District to use their own auto in performance of their duties and employees who are assigned by the District to more than one (1) work site shall be reimbursed at a rate, adjusted annually on July 1, at a per-mile rate equal to that allowed, without itemization, by the Internal Revenue Service for:

a. Travel between work sites approved by the District.

b. Meetings or activities assigned or approved by the District.

c. Other work-related responsibilities approved by the District.

43. **Approval**

Reimbursement for required mileage shall be for miles actually driven and not include travel to and from home.

44. **Limitation**

One-way mileage to meetings or activities within the District shall not exceed twenty- five (25) miles.

ARTICLE 20
EMPLOYEE EXPENSES AND MATERIALS

The District may provide and require the use of identification badges, emblems and cards for unit members at no cost to the employees.

ARTICLE 21
MEDICAL EXAMINATION

46. The District may require an employee to submit to a medical examination as a condition of continued employment. Any required examination shall be conducted by a physician designated and paid for by the District.

ARTICLE 22
EVALUATION

47. **Purpose**

Evaluation is designed to appraise the performance of an employee for the following purposes:

a. To assist the employee with the development of their greatest potential.

b. To assess the performance of the employee.

c. To commend the employee for distinguished performance.

d. To notify the employee of a needs to improve and/or unsatisfactory performance.

48. **Immediate Supervisor**

Employees are to be evaluated by their immediate supervisor who is not a unit member.

49. **Frequency of Evaluation**

All permanent unit members shall be evaluated on the same annual schedule during the months of January and February.

50. **Evaluation Discussion:**

a. Permanent unit members will be given at least two (2) days' notice of their evaluation discussion. If, after receiving notice, the employee is absent on the day of the scheduled evaluation discussion, the District, at its option, can hold the evaluation discussion on the first day of the employee's return or any point thereafter without further notice.

b. Probationary employees shall be evaluated at the end of their second and fifth months of employment. The probationary period is six (6) months in length from the first day of employment. If the employee is absent during the probationary period, then the probationary period will be extended to the extent permitted by law. Probationary unit members will be given at least two days' notice of their evaluation discussion.

c. Nothing in this article is intended to alter the District's current ability to release probationary employees with or without cause.

d. The District shall notify the employee in writing if they fail probation before the end of the probationary period.

51. **Evaluation Forms**

The form shall be developed by the District in consultation with the Union and attached as Appendix C.

52. **Discussion of Evaluation**

a. The evaluator and the employee shall discuss the evaluation prior to its being filed. The employee shall sign the evaluation. (Such signature does not indicate that they agree with the evaluation.)

b. When an employee is rated below Satisfactory in any factor, the evaluator shall give reasons for such rating and specific recommendations for improvement. Ratings shall not be subject to the grievance procedure. Evaluators are encouraged to complete the "Recommendations" and/or "Commendations" section of the evaluation form.

c. The employee shall be informed of their right to prepare and have filed with the evaluation any written comments thereon which the employee wishes to make. The comments shall be prepared within ten (10) work days of the evaluation conference and shall be attached to the evaluation.

ARTICLE 23
PERSONNEL FILES

53. **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 their 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 Office. 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 their 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 their 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 (twenty [20] days if personally received by the employee and emailed to the employee or thirty [30] 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 their official personnel file. An employee shall have the right to enter and have attached to any derogatory statement, their 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 their 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 confidential folder may be opened and the specific contents referred to at the request or with the permission of the member. The member or their 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. The contents of the confidential folder will also be produced by the District as required by law.

ARTICLE 24
APPLICATION

54. **District Policies and Procedures**

District policies and procedures 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.

ARTICLE 25
SAVINGS CLAUSE

55. **Savings**

If any provision of this Agreement should be held invalid by operation or law, or by the final judgment of any court of competent jurisdiction, or by an un-appealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.

56. **Replacement for Severed Provision**

In the event of invalidation of any Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Section.

ARTICLE 26
SAFETY

57. **Immediate Physical Harm**

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

58. **Reports of Unsafe Conditions**

Each employee shall report, in writing, any unsafe condition in their working environment to their immediate supervisor. That supervisor shall, within fifteen (15) 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. This form will be online and developed collaboratively between CST, HR, and M & O. This form does not supersede the work order process or timeline.

59. **Decisions under CAL/OSHA**

The District shall abide by any final determination made pursuant to the California Occupational Safety and Health Act.

60. **Safety Committee**

The District safety committee shall maintain the current level of employee representation. The CST representative(s) assigned to the Safety Committee 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.

ARTICLE 27
SUMMER SCHOOL EMPLOYMENT

61. Summer school employment shall be conducted in accordance with the District "Summer School/Extended Year" administrative procedures, and in accordance with Appendix Sections I and II of Appendix E shall not be modified without mutual agreement of the District and Local One. Grievances related to this section shall be limited to allegations that the procedures identified in Section I and II have been violated.

ARTICLE 28
ORGANIZATIONAL SECURITY

62. **Maintenance of Membership**

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

63. **Remittance of Dues**

The amounts deducted pursuant to Sections 62 (Maintenance of Membership) shall be remitted promptly to Local One with an alphabetical listing of the employees from whom deducted.

64. **Hold Harmless**

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

ARTICLE 29
GRIEVANCE PROCEDURE

65. **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.

66. **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.

67. **Presentation**

An employee or their 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.

68. **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.

69. **Informal Discussion - Step 1**

The alleged violation should be discussed with the immediate supervisor.

70. **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) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give their decision in writing to the grievant. If the grievant is not represented by the Union, a copy shall be sent to the Union.

71. **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, they 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 they deem necessary the circumstances of the grievance.

c. Within ten (10) 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.

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

a. If the grievant is not satisfied with the decision rendered pursuant to Step 3, they may appeal the decision in writing within ten (10) work days to the Assistant Superintendent/Personnel or their 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 their designee shall investigate the grievance as fully as they deem necessary, and may provide for conferences with the grievant, who shall continue to have their right of representation. The Assistant Superintendent of Personnel or their designee shall respond within ten (10) work days of the appeal to the grievant. That response shall state the Assistant Superintendent of Personnel's or their designee's view of the facts and their 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.

73. **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 their designee. That demand shall identify each aspect of the Assistant Superintendent of Personnel's or their 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.

74. **Modification**

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

75. **Cost**

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

76. **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.

77. **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.

78. **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.

79. **Waiver of Step**

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

ARTICLE 30
SHOP STEWARDS

80. **Shop Stewards**

a. Local One may designate shop stewards for the purpose of processing grievances or meeting with employees to discuss issues prior to filing a potential grievance. Such stewards shall collectively be entitled to utilize up to 96 hours of paid release time per month for this purpose.

b. Local One shall notify the District in writing of those members of Local One designated as shop stewards and any subsequent changes.

c. The shop steward shall request release time in writing from their immediate supervisor and shall report in upon return to duty. That release shall not be unreasonably denied.

d. Upon entering another work location, the shop steward shall identify themself, if possible, to the supervisor in charge of that location and state the purpose and expected duration of the visit.

e. The shop steward may be denied permission by the District's representative to talk to the employee on their duty time if that will unduly interfere with the employee's work. Any disagreement over this access shall be immediately referred to the Head of Human Resources for determination. Provision of this remedy shall not bar use of the Grievance Procedure**.**

ARTICLE 31
HOURS OF WORK

81. **Full-time**

a. All full-time employees work an eight (8) hour day, forty (40) hours per week.

b. The work week shall consist of five (5) consecutive days. Primarily the work week shall be Monday to Friday, except for the employee(s) assigned to the Department of Information Technology (IT) and security section of the Maintenance and Operations Department.

c. In the event that the assigned work week of a unit position is to be changed to different days, notice of the change shall be made to each affected employee, and to Local One, at least twenty (20) work days prior to such change, except in case of emergency. Any qualified employee may request to be assigned to the new work week or, if scheduled for reassignment to a different work week, may request reassignment to a position within the class which has the work week the employee is currently working. Involuntary reassignments shall be limited to one (1) month duration and assigned in reverse seniority on a rotating basis.

d. An assignment which includes Saturday and/or Sunday as part of the regular work week shall be paid at the regular rate for classification plus ten (10) percent during the period of such assignment.

e. Employees hired subsequent to the date of the execution of the contract whose assignment may be subject to change shall be so informed at the time of initial employment whenever the employer is aware of such potential reassignment. Any employee so informed may be subject to an involuntary change in work week for an indefinite period that shall include permanent reassignment.

f. Full-time employees shall have an unpaid duty-free lunch period of at least thirty (30) minutes to be taken as near the midpoint of the day as possible and a paid fifteen (15) minute rest period in the morning and in the afternoon as determined by the District.

g. An employee who is requested (and accepts) or required by their supervisor to work during their lunch period shall be remunerated for all time worked during the normal lunch period in accordance with the provisions of Article 5. However, this does not prohibit the supervisor and employee from adjusting the lunch period or work day to provide for an alternate lunch period.

h. Rest periods shall not be cumulative nor shall they be used to shorten the work day.

82. **Part-time**

a. All part-time personnel are employed for a fractional part of an eight (8) hour day or less than forty (40) hours per week.

b. All part-time employees employed for four (4) consecutive hours per day or more will have a fifteen (15) minute rest period.

c. A part-time employee working five (5) hours per day or more shall be entitled to an unpaid duty free thirty (30) minute meal period which shall be scheduled by the immediate supervisor.

d. An employee who is requested (and accepts) or required by their supervisor to work during their lunch period shall be remunerated at their regular hourly rate. However, this does not prohibit the supervisor and employee from adjusting the lunch period or work day to provide for an alternate lunch period.

83. **Assigned Hours**

a. The actual hours of duty time shall vary at work locations, dependent upon individual assignments.

b. The District shall assign a fixed shift and fixed number of hours to each position at the beginning of each school year. This assignment shall be made in writing.

c. Employees shall be assigned a work week upon initial employment within a classification. The number of hours in the work week shall not be voluntarily reduced except in accordance with the following procedure. With good cause, an employee may request a reduction in their hours. The request shall be for an unpaid leave of absence. The initial request may not exceed one calendar year. Should the leave not be approved the position will be filled by the incumbent at the original hours. If the incumbent does not desire the position at the original hours, the employee's alternative would be to resign, participate in the transfer process or request consideration for job sharing per Section 84. If the position becomes vacant, the District will either fill the position at the original hours or proceed to reduce the hours in accordance with Article 36 (Layoffs).

d. The starting and ending time of the shift may be changed due to changes in bell schedules, slip reading schedules, bus schedules, for safety of employees, by mutual agreement or other just cause given the employee in writing and subject to challenge in the grievance procedure.

e. Where a site has more than one shift and the shift need not be associated with a particular assignment, the persons within the classification shall be assigned on the basis of seniority, with the most senior employee having the right to select their shift, rotating until all assignments have been made.

84. **Increase in Part-time Assignment**

a. An employee who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive work days or more, shall have their basic assignment changed to reflect the longer hours.

b. If a part-time employee's average paid time, excluding overtime, exceeds their average assigned time by fifteen (15) minutes or more per work day in any calendar month of the school year, the hours paid per day for compensable leaves of absence, vacation and holidays in that month shall be equivalent to the average paid time per working day in that month, excluding overtime.

c. When additional hours are authorized for a part-time position by the Director of Personnel, the assignment shall be offered to the incumbent. If the incumbent does not wish to continue in the assignment, the vacancy shall be posted pursuant to Article 39.

85. **Shift Differential**

a. Differential compensation is provided in the form of a paid one-half (1/2) hour meal break for all employees who work more than five (5) hours on an evening or night shift. In addition, employees assigned to the night shift (11 PM to 7 AM) receive a two and one-half (2 1/2) percent salary differential. This differential is based on their assigned monthly or hourly regular rate of pay.

b. Employees whose normal work day is divided into shifts separated by periods in excess of one (1) hour shall receive a paid one-half (1/2) hour meal break.

c. Security Operations Dispatcher/Clerks shall receive a twelve and one-half (12.5) percent salary differential for weekday shifts worked from either 3 PM to 11 PM or 11 PM to 7 AM and all weekend shifts. This amount is comprised of the ten (10) percent differential set forth in Paragraph 79 (d) above and an additional two and one half (2.5) percent differential and applies only to Security Operations Dispatcher/Clerks.

86. **Job Sharing**

a. Job sharing is a plan whereby two (2) people share the responsibilities for one (1) identifiable full-time position.

b. Mutual agreement between the two (2) employees, the immediate supervisor, and the Director of Personnel or designee, is required before a job-sharing agreement can be implemented.

c. In addition to mutual consent, the following conditions must exist in order for job sharing to be approved:

1) Both employees must hold permanent status in the classification. Employees may request a voluntary demotion to previously held classifications in order to participate.

2) The District shall not bear any additional expense as a result of the job sharing.

d. Salaries of participants will be paid on a proportional basis.

e. The District shall fund medical, dental, and vision benefits on a pro rata basis where job sharing participants provide the remaining premium payment to the District in advance.

f. A job-sharing situation can be terminated by the District if there is just cause for such termination. The job-sharing participants affected shall be given a written statement of the reasons for the termination. Upon termination of the job-sharing arrangement by the District, the job sharing participants affected shall revert to the full- or part-time status held prior to such job sharing.

g. With District approval, an employee may withdraw from job sharing. In the event approval is denied, the employee may apply for transfer to a longer hour position(s) under the transfer section of this agreement.

h. If one of the participants in the job-sharing program resigns, goes on leave, or returns to full-time employment, the position being shared shall be filled by the remaining participant if they so request.

i. No classification within the bargaining unit shall be unreasonably excluded from the job-sharing program.

ARTICLE 32
VACATION

87. **Vacation Accrual**

a. An employee assigned to a regular full-time position earns vacation at the rate of one and one-sixth (1 1/6) working days for each month of paid service. An employee assigned to a regular part-time position earns vacation at the same ratio as their 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	11 Month	10 Month
1-4 Years of Service	14 days	12.83 days	11.66 days
5-10 Years of Service	18 days	16.5 days	15 days
11 and more Years of Service	24 days	22 days	20 days

88. **Vacation Computation**

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.

89. **Vacation Eligibility**

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.

90. **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 92a, 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 their 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 their vacation, they may appeal to the Chief of Human Resources or their designee. The Chief of Human Resources or their designee's decision shall be final.

91. **Vacation Scheduling (less than three days)**

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.

92. **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. Any employees above the ten (10) days of vacation in addition to one (1) year's entitlement (vacation accumulation maximum"), set forth in Paragraph 92a 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 June 30, 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 via work email and US mail each CST bargaining unit member who is projected to reach the vacation accumulation maximum by June 30, 2023.

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 their designee.

93. **Interruption of Vacation**

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 33
HOLIDAYS

94. **Holiday Entitlement**

a. Employees are entitled to payment for authorized holidays, provided they were scheduled to work during any portion of the work day immediately preceding or succeeding the holiday. The authorized holidays include:

January 1 (New Year's Day)
Third Monday in January (Dr. Martin Luther King, Jr.'s Birthday)
Third Monday in February (President's Day)
Cesar Chavez Day
A day during the Spring Recess (Board Holiday)
Last Monday in May (Memorial Day)
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 annual choice of one 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:

- November School Recess “Thanksgiving week”
- Winter Recess
- Spring Recess

d. One (1) additional holiday designated as a "floating holiday." The date of such holiday shall be selected by the employee subject to approval of the District. That approval shall not be unreasonably withheld.

95. **Saturday and Sunday Holidays**

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

96. **Holiday Eligibility**

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

97. **Holiday Pay**

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

98. **Additional Holidays**

The District shall comply with Education Code Section 37220.

ARTICLE 34
DISCIPLINE

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

99. **Progressive Steps**

In administering disciplinary matters, progressive steps will be utilized to the greatest extent permitted by individual circumstances, and the level of discipline shall be commensurate with

the offense. Progressive steps may be followed except if the discipline is severe, the district may determine it necessary to skip a step or steps.

a. Verbal reprimand

b. Written Warning

c. Written reprimand

d. Suspension without pay. Suspension Is Temporary Removal from the Employment of the District without pay for a specified period of time, not to exceed thirty (30) calendar days.

e. Involuntary reassignment or demotion:

1) Involuntary demotion is placement in a lower classification.
2) Involuntary reassignment for discipline is a change of assignment whereby an employee is deprived of an incident of classification and/or removed for punitive reasons.

f. Dismissal - dismissal is removal from the employment of the district.

100. **Cause**

A permanent employee may have disciplinary action taken against them 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 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.

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.

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.

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

101. **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 their continuing presence would be seriously detrimental to the welfare of the District, students, or employees. Such leave may be ordered by the Chief of Human Resources after the employee has been notified of the allegation(s).

b. **Informal Meeting**

An employee, against whom disciplinary action will be taken, shall meet with the Assistant Superintendent/Personnel or their designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to orally respond. The employee may be represented at the hearing by a representative of their choice.

c. **Pre-disciplinary (Skelly) Meeting**

The District shall provide written notice of the charges as set forth below and offer the employee an opportunity for a pre-disciplinary (Skelly) meeting on the charges.

d. **Written Notice**

An employee against whom disciplinary action is taken, shall be informed in writing, either in person or by Certified mail to the last known address, of the following:

1) **Statement of Charges**. A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made based on facts which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

2) **Right to a Hearing**. The employee may request a hearing, in writing either by mail or personal delivery, within five (5) working days after service of the statement of charges. A form shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing within the five (5) working days, the disciplinary action shall be effective on the date the employee was served by such notice.

3) **Access to Material**. The employee may, upon request, have copies of the material upon which the charges are based.

e. **Formal Hearing**

1) **Involuntary Reassignment, or Demotion for Discipline**

a) If a hearing is requested, it shall be conducted by the Superintendent or their designee.

b) The hearing shall be held within a reasonable period of time but not before five (5) working days after the filing of the request for a hearing.

c) The employee shall be given the opportunity to be represented at the hearing by a representative of their choice.

d) Technical rules of evidence shall not apply at the hearing.

e) At the conclusion of the hearing the decision of the Superintendent or their designee shall be effective immediately; however, the employee within five (5) work days may appeal the Superintendent/designee's decision to the Board in accord with 101(e) of this Article.

2) **Suspension**

Suspension shall be administered consistent with Education Code section 45113(f).

Note: (f) (1) Except as specified in paragraph (2), a permanent employee who timely requests a hearing on charges against the employee shall not be suspended without pay, suspended with a reduction in pay, demoted with a reduction in pay, or dismissed before a decision is rendered after the hearing, unless the governing board, or an

impartial third-party hearing officer provided pursuant to the terms of an agreement with an employee organization under Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, finds that at the time discipline was imposed at the conclusion of the review process specified in Skelly v. State Personnel Bd. (1975) 15 Cal.3d 194, the employer demonstrated by a preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the district's policies or regulations.

(2) If a hearing on the charges will be conducted by an impartial third-party hearing officer or the governing board pursuant to subdivision (e), the school district may stop paying a permanent employee before a decision is rendered after 30 calendar days from the date the hearing is requested.

(3) To the extent that this subdivision conflicts with a provision of a collective bargaining agreement entered into by a public school employer and an exclusive bargaining representative before January 1, 2023, pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, this subdivision shall not apply to the school district until the expiration or renewal of that collective bargaining agreement.]

3) **Dismissal**

If a hearing is requested, it shall be conducted by an arbitrator. The arbitrator shall be mutually selected by the District and the Union from an agreed upon list of arbitrators. A record of the hearing may be made. Cost of the hearing shall be shared equally by the District and the Union.

f. **Appeal to the Board of Education on Designee's Recommended Decision**

1) The designee shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. If the designee is an arbitrator the arbitrator's report shall be sent to the Board. A copy of the recommended decision shall be sent to the employee.

2) Prior to making a final decision, the Board of Education shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.

3) The Board of Education shall either accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the findings of fact or the arbitrator's report. If the Board modifies the designee's decision it shall provide the employee with its rationale for the modification.

4) The decision of the Board of Education shall be final.

g. **Failure to Appear**

Failure (without good cause) by the employee to appear in person or to be represented by a designated representative in their stead for any scheduled hearing shall constitute a waiver of the hearing. Disciplinary action will be taken without a hearing.

102. **Disciplinary Action Involving a Probationary Employee**

a. Employee New to the District

A probationary employee may be released with or without cause during their probationary period within the employee's regular work year.

b. Employee Previously Holding Permanence in Another Position.

A regular employee holding permanence in another classification shall be returned to the previous class when released from probation without cause.

ARTICLE 35
SUBSTITUTE COVERAGE

103. **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 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 positions 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 do not preclude any Temporary Assignment Out of Classification coverage commencing on the first day of the absence.

ARTICLE 36
LAYOFF PROCEDURES

104. **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.

105. **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 their seniority is greater than those employees presently serving in that classification.

e. An employee displaced from their 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.

106. **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.

107. **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 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 their 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.

h. Employees returning to service from layoff shall be reinstated with their accrued seniority while in paid status.

108. **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.

109. **Application of Grievance Procedure**

This Article shall not be subject to the Grievance Procedure.

ARTICLE 37
PROMOTION

110. **First Consideration**

Permanent employees in the bargaining unit shall be given first consideration in filling any job vacancy within the bargaining unit which can be considered a promotion, assuming such employee(s) has complied with the selection procedure (i.e. the HR Department will continue its practice of arranging for the paper application packet of existing employees to be reviewed first, and for existing employees to be scheduled to interview first [within the same day of interviews]).

111. **Posting of Notice**

a. Notice of all job vacancies in the unit shall be posted online in prominent locations at each District job site, unless an eligibility list has been previously established.

b. The job vacancy notice shall remain posted for five (5) work days, during which time employees within the unit may apply for the vacancy. Any bargaining unit employee, who will be on leave or layoff during the period of posting, may file an interest card with the Director of Personnel and that employee shall be informed of the vacancy.

c. Sections "a" and "b" above shall not be applicable during the school summer recess. The District will discontinue the summer mailings and will instead notify employees of all vacancies through the District's website. Such employees may apply for the position(s) by the final filing date listed on the job posting. It is the employee's responsibility to keep an accurate address on file with the Personnel Office.

112. **Notice Contents**

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the salary range, the deadline for applying to fill the vacancy, and where known, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position.

113. **Filing**

Any employee in the bargaining unit may apply for the vacancy by submitting an electronic application to the personnel department within the application period. Any bargaining unit employee on leave or vacation may authorize their Shop Steward to file on the employee's behalf.

114. **Promotional Order - Eligibility Lists**

Eligibility lists may be maintained for certain entry and high turnover classifications. In the case of vacant positions for which there is an eligibility list of five (5) or fewer permanent employees, management shall fill the position pursuant to paragraph 116, sections "d" and "e" of this Article.

If more than five permanent employees are on the list, management shall fill the position from those permanent employees on this list.

115. **Testing Procedures**

a. In addition to qualifying for oral examinations (interview) which are required for all positions, candidates may be required to successfully complete an initial test subject to the provisions of paragraph 115c.

b. If an individual applies for a vacancy at their same salary level and the written test is the same as for their current position or applies for a vacancy in a lower classification for which the same skills are required but to a lesser degree, they are not required to take the written examination for the position being sought. However, they are still required to compete in the interview process. (List of "same test" positions attached as Appendix B.)

c. If an individual is required to and successfully completes a written test but is not chosen for the promotion following the interview process, the written test results are valid for 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 five (5) year period. During the grace period, members can still apply and interview for promotional openings.

d. The District determines which candidates to be interviewed. Candidates with an Associate's degree or higher do not need to take a test.

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.

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 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 five (5) years.

116. **Interview Procedures**

a. 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.

b. Following all interviews, the full panel shall tabulate its results and determine the top three (3) candidates.

c. The top three (3) candidates shall receive an interview with the hiring supervisor.

d. Five or Fewer Candidates: If there are five 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.

e. 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 recompete for the position. The District shall contact such individuals and, at the employee's request, the original applications shall automatically be considered new applications.

f. Prior to interviewing any candidates, the panel will meet sufficiently in advance (e.g. 15 minutes to 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 asked of each candidate. This shall not preclude the asking of legitimate, job-related follow-up questions to the candidates.

g. 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.

h. Union Appointees to Interview Panel: When a panel is to be convened, the District shall contact the CST unit Local One President and CST unit officers 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.

117. **Promotional Procedures**

Where an employee has accepted a promotion in the district, the current manager may hold the employee for more than 30 Calendar Days after District Human Resources provides written notice of the promotion to the employee. However, the District agrees to begin to compensate the member at the new and correct compensation level after calendar day 30 regardless if the promotion has begun. The new supervisors should negotiate a reasonable start date preferably two (2) weeks from the date of promotion. Promotional procedures shall only be as described in this Agreement. Promotions are governed by Appendix D of this Agreement except as expressly modified or abridged by the terms of this Agreement.

118. **Allegations of Violations**

Allegations of procedural violations of this Article are subject to the grievance procedure (Article 29) as follows:

a. Sections 111 up to and including Section 115, and Section 117 are grievable through Step 5 (Arbitration).

b. Every other section of this Article is grievable through Step 4 (Assistant Superintendent of Personnel or Designee).

ARTICLE 38
RECLASSIFICATION

119. The Director of Personnel is charged with the responsibility of recommending to the Superintendent and the governing board any changes or revisions in the established classification plan. Based upon input from District administrative personnel or any employee or authorized representative of employee organizations, and upon an appropriate review of duties and responsibilities assigned to specific positions, the Director of Personnel may recommend the reclassification of a position or positions where assigned job duties and responsibilities have changed significantly.

The basis for reclassification of the position must be a gradual accretion of duties and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities. Determinations as to the gradual accretion will be on the basis of guidelines provided by administrative procedures. Work load increase will not be considered as a basis for reclassification review.

An employee who has been reclassified with their position shall be ineligible for subsequent reclassification with their position for a period of at least three years from the initial action.

120. **Salary Placement of Reclassified Positions**

When, as a result of reclassification of a position, the salary range of the position is moved upward, incumbents in the reclassified position(s) shall be placed at a step on the new range which will result in an increase of at least five (5) percent, providing such placement will 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.

When a reclassified employee is placed on Step 1 as a result of reclassification, they shall be entitled to movement to Step 2 at the end of six (6) months.

When, as a result of reclassification of a position, the salary range of the position is moved downward, all incumbents serving therein shall be continued at their former rate of pay (Y-Rated) until future salary adjustments provide a salary increase for those incumbents in the new salary classification. Other than reclassification, any other downward adjustment of salary shall be considered a demotion, and shall take place only in accordance with the layoff or disciplinary procedures of this Agreement and applicable law.

121. **Incumbent Rights**

When a position or class of positions is reclassified, the incumbent(s) in the position(s) shall be entitled to serve in the reclassified position(s).

122. **Administrative Procedures**

a. Employees wishing to initiate a reclassification of their position(s) will submit a request on the appropriate district form to the District Local One reclassification committee by **March 1**. The deadline will be extended to the next work day if March 1 falls on a holiday or weekend. This request must include itemization of duties not contained in existing job description. Only reclassification requests which substantiate that the position responsibilities significantly exceed the requirements of the current position description in areas requiring additional skills, greater responsibility and decision-

making requirements, or more hazardous physical performance requirements, shall be considered. Additional performance requirements shall be considered.

Additional workload in areas covered by the current job description shall not qualify the position for reclassification consideration. A reclassification request is not the basis for a wage comparison study or a comparable worth study.

b. The District Local One Reclassification Committee will send a copy of the reclassification packet to the immediate supervisor. The supervisor will review the packet, complete Part II of the form and return the entire packet to the District Local One Reclassification Committee. If the supervisor does not support the request, written rationale must be supplied to the committee with a copy to the employee. The employee may submit rebuttal in writing to the committee.

c. All reclassification requests shall be reviewed by a panel composed of one (1) Local One appointee, one (1) District appointee, and a third appointee agreed upon by the District and Local One. The cost of the third appointee shall be shared by Local One and the District. The panel shall meet prior to April 1 to review the submitted packets. The employee(s) requesting the reclassification shall present their facts to the panel with any substantiating evidence. The committee shall review each request, interview each of the candidates, and make its recommendations to the Director of Personnel to a maximum of four requests per year by April 15. In extenuating circumstances, this number can be extended by mutual agreement.

d. The Director of Personnel shall investigate each request forwarded by the committee and make their recommendation to the Board of Education by May 15. Written notification to applicants of their approval or denial shall occur no later than the first board meeting of June.

e. The decision of the Director of Personnel on reclassification requests shall be final.

f. All approved reclassification requests shall be effective upon Board approval and applied prospectively on July 1.

g. Neither decisions on reclassification requests nor this procedure shall be subject to the grievance procedure of the negotiated agreement.

Reclassification Timeline

- By March 1- Reclassification application requests must be submitted to Personnel Services by this date. The deadline will be extended to the next work day if March 1st falls on a holiday or weekend.
- By April 1- Requests shall be reviewed by the Panel. Interviews with employees requesting reclassification shall be scheduled.
- By April 15 - Interviews for employees requesting reclassification shall be held. The committee shall review all reviewed reclassification requests and make its recommendations to the Director of Personnel.

- By May 15 - Director of Personnel shall investigate each request forwarded by the committee and make his or her recommendations to the Board of Education.
- Written notification to applicants of their approval/denial shall occur no later than the first board meeting of June.
- By July 1-AII approved reclassifications shall be effective upon the Board's approval and applied by this date.

ARTICLE 39
TRANSFER

123. **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.

124. **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 their being unsuccessful, upon written request. If the employee is still unsatisfied, they 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 their designee. However, the denial shall be based on good cause.

125. **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 their 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).

126. **Transfer for Just Cause**

a. Except for the reason noted above in section 125, no employee shall be involuntarily transferred without just cause. In determining 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.

ARTICLE 40
PROFESSIONAL DEVELOPMENT

The District reserves the right to identify two of the three professional development (in-service) days within the CST work year for training and/or professional development. Topics will be at the

District's discretion with input from CST. The parties shall meet and confer annually prior to scheduling all training/professional development dates.

ARTICLE 41
CAREER DEVELOPMENT

The District shall provide a Career Development Fund to the CST Unit for the purpose of education and training. All Local One members are encouraged to improve their knowledge and skills as they relate to their present position, to prepare for a higher position in their present or related field, or a degree program that relates to education or human services. The District will reimburse the cost up to $400 so long as the funds are available to any current employed Local One employee who undertakes academic, technical, vocational training, or education. The up to $400 reimbursement shall be known as the "Career Growth Award".

Effective March 27, 2007, the parties agreed to form a single committee to address issues pertaining to Career Development ("Committee"). This solo Committee replaced the current Professional Growth and Professional Enrichment committees. Effective September 5, 2013, the Committee will be comprised of two members assigned by Local One/CST and two members assigned by the District. The Committee shall address issues pertaining to the articles and improvement, if any, and also will determine how the available funds are to be allocated, if applicable. The Committee shall discuss other issues as may arise to ensure that the parties meet their objective of providing career development to employees.

**Applications must be submitted to the Committee for review and approval prior to beginning the class or training if a unit member intends to seek a Career Growth Award.

127. **In-service Entitlement**

An employee shall be entitled to be released from duty with pay one (1) day per year for vocational training. That training must relate to present employment or a promotional opportunity.

The day to be used and the program attended are subject to prior approval of the immediate supervisor. That approval shall not be unreasonably withheld.

a. **Responsibility of Applicant:**

   1) Each individual applicant shall seek out courses and submit their plan to the Committee for approval on the official district application form.
   2) Each applicant shall keep an accurate accounting of all credits earned.
   3) Each applicant will be required to provide proof of successful completion of courses before credit will be granted by the committee

b. **Use of One-time Carryover Funds**

   Effective with the 1995-96 fiscal year, the district shall establish a budget for Professional Growth Award of $2,000. The unexpended balance will be carried forward from one year to the next. As of September 5, 2013, the balance of this fund is $36,641.

Courses taken at any accredited college, university, business or technical school, or courses given by a recognized school shall be approved as follows:

1) Reimbursement to a maximum of $400 per employee per fiscal year.
2) Eligibility is restricted to a minimum of one year's employment with MDUSD.
3) Only non-probationary employees are eligible to participate in this program.
4) A year, as described in this policy shall coincide with the District's fiscal year - July 1 through June 30.

Eligibility to participate in the Career Development Program

a. Courses must be taken on the employee's own time, outside their normal working hours. Request for reimbursements must be made on the approved forms available in the Personnel/Human Resources Office.

b. Employee must maintain a "C" level grade or receive a Certificate of Completion to be eligible for reimbursement and present proof of same at time of reimbursement request. Reimbursements shall be made within 30 days of completion of the course upon proof of satisfactory completion.

c. An employee must satisfactorily complete a class in a qualifying job-related course. This program is restricted to limits to ensure fairness and availability to all eligible members within the unit.

d. Upon completion of coursework, the employee is eligible for reimbursement for the class taken. Reimbursements are payable following receipt of (i) credit with a passing grade of C or better, or pass on the pass/fail system, or Certificate of Completion, and (ii) a Verifiable Receipt of monies paid by the actual employee. Please note: If an employee fails to satisfactorily complete and approved course, they shall not be eligible for any refund for that course. Copies of transcripts of grades, a record of units completed, and copies of Certificates of Completion of approved courses shall be placed in the employee's permanent personnel file.

e. All education, training or programs approved under this program shall be completed on an employee's own time and at their expense.

f. A $400 per employee per fiscal year limit shall apply to Professional Growth Awards.

ARTICLE 42
SALARY ADMINISTRATION

128. **Definitions**

a. All education, training or programs approved under this program shall be completed on an employee's own time and at their 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 (I) and (2) in order for it to be reportable for CalPERS members.

129. **Initial Placement**

a. All new employees assigned to a regular position shall receive the first step of the salary range for the class to which the position is assigned unless after a review by a Human Resources Administrator, it is determined that the candidate has relevant experience working in another school district or related field. In this case, the candidate would receive steps of payment comparable to the years of experience.

b. Per the rights afforded by current law, the District shall place any newly created CST bargaining unit classification(s) on the salary schedule, subject to negotiation with Local One, C/S/T regarding the appropriate wage rate. Pending the outcome of such negotiations, the District may fill position(s) in the new classification(s) at the District-determined wage rate.

130. **Step Increase**

a. An employee occupying a regular full-time or part-time position shall advance to the next higher step on the appropriate salary range following completion of six (6) months (130 work days) of probationary service in the class. The employee's Anniversary Date shall be established for future five (5) percent annual step adjustments at this time. Such Anniversary Date shall be established on the first day of the month; or, the first day of the following month if the first increment date falls during the sixteenth to the end of the month.

b. Following the initial step advancement, succeeding step adjustments shall be granted annually on the employee's established Anniversary Date. The step advancement may be denied or delayed if the employee's evaluator gives them an overall rating of unsatisfactory. Denial of a step increase shall be subject to the grievance procedure of this Agreement.

131. **Salary on Promotion**

When an employee is promoted they 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 they are not at the final step.

132. **Longevity Pay**

Extra pay for continued service with the District is provided under a longevity-pay plan and is included in an employee's earnings as special compensation as a percentage in the enhanced base pay. Employees completing ten (10) years of continuous service shall receive an additional three point five (3.5%) percent of their salary schedule rate. An additional three point five (3.5%) percent of the employee's salary schedule rate is received with completion of each four (4) year period thereafter.

133. **Time of Payment**

Employees shall be paid on the last working day of the month in which the work is performed. Extra duty assignments and overtime shall be paid no later than the tenth (10th) day of the calendar month following the month in which the work was performed provided the work was completed by the 20th day of the month.

134. **Temporary Assignment Out of Classification**

An employee assigned and approved by their supervisor to perform more than 50% of the duties of a higher classification (reference Govt. Code 20480 I) over 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 they are currently assigned, shall receive an upward salary adjustment of five percent (5%). This salary adjustment of five percent (5) will be above their regular rate of pay for the period of the temporary assignment (not to exceed 960 hours for the fiscal year, (reference Govt. Code 20480 a).

135. **Bilingual Pay**

a. CST unit members who are identified by Superintendent or designee pursuant to c. below, and who meet all of the criteria in b. below, will be eligible to receive a five percent (5%) increase ("stipend") above their regular rate of pay.

b. To be eligible for the stipend, the unit member must:

    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 their 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.

e. At the time of hire, the District will notify all employees of the opportunity to test to provide bilingual services at those sites or programs identified in section C.

ARTICLE 43
SALARY

2024-2025 School Year

The District agrees that the CST Salary Schedule shall be increased by nine (9%) effective July 1, 2024, representing a salary increase for the 2024-2025 school year.

2025-2026 School Year

"Me Too" Agreement

If the district reaches a final, ratified and approved agreement with MDEA which provides for an across-the-board salary schedule increase (or increase in District medical benefits contribution), the CST bargaining unit members will receive the same percentage salary (or increase to medical benefits contribution) for the 2025-2026 school year with the same effective date as agreed to between the District and MDEA. Salary and medical benefits are defined solely as annual base, salary and annual District contribution to 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 2025-2026 year only.

ARTICLE 44
EMPLOYEE BENEFITS

136. **Coverage:**

a. The District will pay 100% of the 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). The full 2025 Kaiser CalPERS rate will establish a new minimum dollar amount of District medical benefits contribution. Effective January 1, 2026 and moving forward, in each subsequent Benefit Year, the District will pay eighty percent (80%) of the annual increase 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 CST 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.

b. 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.

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.

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

137. **Health Benefit Opt Out**

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.

138. **I.R.C. Section 125 Plan**

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."

139. **New Employees**

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

140. **Retirees**

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 140a, on an individual basis an amount which, when added to the annual amount will cover the plan as provided in Section 140a.

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.

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).

141. **Retirement Health Benefit and Incentive**

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.

142. **Requirements/Conditions Imposed by Carriers**

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.

143. **Payroll Deduction Rights and Information**

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.

144. **In Lieu of Medical Coverage**

An employee who is otherwise provided basic group medical coverage may opt to have the District pay one hundred forty dollars ($140.00) 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.

145. **Application of Grievance Procedure**

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

146. **Leave of Absence - Effect on Benefits**

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.

147. **Extension of Health Benefits**

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

ARTICLE 45
TERM

148. **Term**

This agreement shall have a three-year term from July 1, 2024 through June 30, 2027. The agreement completely closes negotiations for the 2024-2025 and 2025-2026 school years. The agreement is open for the 2026-2027 on salary, benefits, and one article selected by CST and one article selected by the District.

149. **Successor Agreement**

The Union and the District shall present proposals for a Successor Agreement no later than March 30, 2027.

Mt. Diablo Unified School District
Clerical/Secretarial/Technical
2024-2025 Salary Schedule
(9% Increase Effective July 1, 2024)

Position	PCN	Range	Days per Yr	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Academic Data Technician		**596**	**hourly rate**	**35.51**	**37.28**	**39.16**	**41.14**	**43.21**	**45.37**
	ACADATATEC260		annual (260 days)	73,861	77,542	81,453	85,571	89,877	94,370
Accountant		**519**	**hourly rate**	**28.07**	**29.50**	**30.96**	**32.51**	**34.15**	**35.83**
	ACCOUNT260		annual (260 days)	58,386	61,360	64,397	67,621	71,032	74,526
Accounting Technician		**525**	**hourly rate**	**28.58**	**30.04**	**31.54**	**33.13**	**34.77**	**36.49**
	ACCTTEC260		annual (260 days)	59,446	62,483	65,603	68,910	72,322	75,899
Administrative Secretary		**491**	**hourly rate**	**25.79**	**27.08**	**28.43**	**29.84**	**31.34**	**32.93**
	ADMSEC1-26		annual (260 days)	53,643	56,326	59,134	62,067	65,187	68,494
Administrative Secretary II		**507**	**hourly rate**	**27.09**	**28.43**	**29.87**	**31.34**	**32.93**	**34.55**
	ADMSEC2-26		annual (260 days)	56,347	59,134	62,130	65,187	68,494	71,864
Adult & Career Ed. Accountability Specialist		**522**	**hourly rate**	**28.35**	**29.77**	**31.26**	**32.81**	**34.45**	**36.19**
	ADACTAB260		annual (260 days)	58,968	61,922	65,021	68,245	71,656	75,275
Adult & Career Ed. Accounting Specialist		**477**	**hourly rate**	**24.72**	**25.94**	**27.26**	**28.58**	**30.04**	**31.54**
	ADACTSP260		annual (260 days)	51,418	53,955	56,701	59,446	62,483	65,603
Adult & Career Ed. Fiscal Analyst		**522**	**hourly rate**	**28.35**	**29.77**	**31.26**	**32.81**	**34.45**	**36.19**
	ADFISAN260		annual (260 days)	58,968	61,922	65,021	68,245	71,656	75,275
Adult Ed Student info Sys Spec		**477**	**hourly rate**	**24.72**	**25.94**	**27.26**	**28.58**	**30.04**	**31.54**
	AESISPEC260		annual (260 days)	51,418	53,955	56,701	59,446	62,483	65,603
Adult School Office Manager		**477**	**hourly rate**	**24.72**	**25.94**	**27.26**	**28.58**	**30.04**	**31.54**
	ADSOM260		annual (260 days)	51,418	53,955	56,701	59,446	62,483	65,603
Attendance Secretary		**424**	**hourly rate**	**21.02**	**22.06**	**23.18**	**24.37**	**25.55**	**26.84**
	ATTSEC238		annual (238 days)	40,022	42,002	44,135	46,400	48,647	51,103
Attendance/Student Records Assistant		**458**	**hourly rate**	**23.32**	**24.50**	**25.72**	**26.99**	**28.35**	**29.77**
	ATTSRA260		annual (260 days)	48,506	50,960	53,498	56,139	58,968	61,922
Attendance/Student Records Coordinator		**491**	**hourly rate**	**25.79**	**27.08**	**28.43**	**29.84**	**31.34**	**32.93**
	ATTSRC260		annual (260 days)	53,643	56,326	59,134	62,067	65,187	68,494
Bilingual Testing Program Technician		**508**	**hourly rate**	**27.17**	**28.50**	**29.95**	**31.44**	**33.02**	**34.68**
	BILTEST228		annual (228 days)	49,558	51,984	54,629	57,347	60,228	63,256
Bilingual Translator/Interpreter		**508**	**hourly rate**	**27.17**	**28.50**	**29.95**	**31.44**	**33.02**	**34.68**
	BILTRAN206		annual (206 days)	44,776	46,968	49,358	51,813	54,417	57,153
	BILTRAN217		annual (217 days)	47,167	49,476	51,993	54,580	57,323	60,204
	BILTRAN228		annual (228 days)	49,558	51,984	54,629	57,347	60,228	63,256
	BILTRAN260		annual (260 days)	56,514	59,280	62,296	65,395	68,682	72,134
Buyer		**525**	**hourly rate**	**28.58**	**30.04**	**31.54**	**33.13**	**34.77**	**36.49**
	BUYER260		annual (260 days)	59,446	62,483	65,603	68,910	72,322	75,899
Buyer, Lead		**558**	**hourly rate**	**31.65**	**33.22**	**34.86**	**36.63**	**38.43**	**40.36**
	BUYERLD260		annual (260 days)	65,832	69,098	72,509	76,190	79,934	83,949
Career/College Advisor		**534**	**hourly rate**	**29.41**	**30.88**	**32.41**	**34.04**	**35.73**	**37.53**
	CARADV217		annual (217 days)	51,056	53,608	56,264	59,093	62,027	65,152
Child Welfare & Attendance Liaison		**508**	**hourly rate**	**27.17**	**28.50**	**29.95**	**31.44**	**33.02**	**34.68**
	CHWLF238		annual (238 days)	51,732	54,264	57,025	59,862	62,870	66,031
Communications Clerk		**388**	**hourly rate**	**18.84**	**19.78**	**20.79**	**21.80**	**22.89**	**24.05**
	COMMCLK260		annual (260 days)	39,187	41,142	43,243	45,344	47,611	50,024
Community Liaison		**508**	**hourly rate**	**27.17**	**28.50**	**29.95**	**31.44**	**33.02**	**34.68**
	COMLIA260		annual (260 days)	56,514	59,280	62,296	65,395	68,682	72,134
Community School Coordinator		**468**	**hourly rate**	**24.05**	**25.27**	**26.51**	**27.81**	**29.21**	**30.68**
	COMSCSDO	(SDO)	annual (193 days)	37,133	39,017	40,931	42,939	45,100	47,370
	COMSC217		annual (217 days)	41,751	43,869	46,021	48,278	50,709	53,260
	COMSC238		annual (238 days)	45,791	48,114	50,475	52,950	55,616	58,415
Copy Machine Operator		**388**	**hourly rate**	**18.84**	**19.78**	**20.79**	**21.80**	**22.89**	**24.05**
	COPY206		annual (206 days)	31,048	32,597	34,262	35,926	37,723	39,634
Elementary School Secretary		**424**	**hourly rate**	**21.02**	**22.06**	**23.18**	**24.37**	**25.55**	**26.84**
	ELEMSEC228		annual (228 days)	38,340	40,237	42,280	44,451	46,603	48,956
Facilities Technician		**525**	**hourly rate**	**28.58**	**30.04**	**31.54**	**33.13**	**34.77**	**36.49**
	FACTECHMO		annual (260 days)	59,446	62,483	65,603	68,910	72,322	75,899
Fiscal Analyst I		**525**	**hourly rate**	**28.58**	**30.04**	**31.54**	**33.13**	**34.77**	**36.49**
	FISAN1-260		annual (260 days)	59,446	62,483	65,603	68,910	72,322	75,899
Fiscal Analyst II		**558**	**hourly rate**	**31.65**	**33.22**	**34.86**	**36.63**	**38.43**	**40.36**
	FISAN2-260		annual (260 days)	65,832	69,098	72,509	76,190	79,934	83,949
Fiscal Operations Analyst		**596**	**hourly rate**	**35.51**	**37.28**	**39.16**	**41.14**	**43.21**	**45.37**
	FISOPERAN		annual (260 days)	73,861	77,542	81,453	85,571	89,877	94,370

High School Registrar	468	hourly rate	24.05	25.27	26.51	27.81	29.21	30.68
HSREG238		annual (238 days)	45,791	48,114	50,475	52,950	55,616	58,415
HSREG260		annual (260 days)	50,024	52,562	55,141	57,845	60,757	63,814
High School Treasurer	468	hourly rate	24.05	25.27	26.51	27.81	29.21	30.68
HSREAS238		annual (238 days)	45,791	48,114	50,475	52,950	55,616	58,415
Human Resources Assistant	477	hourly rate	24.72	25.94	27.26	28.58	30.04	31.54
HRAST260		annual (260 days)	51,418	53,955	56,701	59,446	62,483	65,603
Human Resources Assistant II	508	hourly rate	27.17	28.50	29.95	31.44	33.02	34.68
HRAST2-260		annual (260 days)	56,514	59,280	62,296	65,395	68,682	72,134
Human Resources Technician	522	hourly rate	28.35	29.77	31.26	32.81	34.45	36.19
HRTECH260		annual (260 days)	58,968	61,922	65,021	68,245	71,656	75,275
Instructional Media Assistant I	400	hourly rate	19.52	20.52	21.56	22.63	23.75	24.91
IMA1-238		annual (238 days)	37,166	39,070	41,050	43,088	45,220	47,429
Instructional Media Assitant II	424	hourly rate	21.02	22.06	23.18	24.37	25.55	26.84
IMA2-238		annual (238 days)	40,022	42,002	44,135	46,400	48,647	51,.103
Instructional Media Assistant - Warehouse	424	hourly rate	21.02	22.06	23.18	24.37	25.55	26.84
IMAWHS260		annual (260 days)	43,722	45,885	48,214	50,690	53,144	55,827
Intermediate Account Clerk	424	hourly rate	21.02	22.06	23.18	24.37	25.55	26.84
INTACLK260		annual (260 days)	43,722	45,885	48,214	50,690	53,144	55,827
Intermediate Typist Clerk	388	hourly rate	18.84	19.78	20.79	21.80	22.89	24.05
INTYP206		annual (206 days)	31,048	32,597	34,262	35,926	37,723	39,634
INTYP217		annual (217 days)	32,706	34,338	36,091	37,845	39,737	41,751
INTYP228		annual (228 days)	34,364	36,079	37,921	39,763	41,751	43,867
INTYP260		annual (260 days)	39,187	41,142	43,243	45,344	47,611	50,024
Mail Clerk	388	hourly rate	18.84	19.78	20.79	21.80	22.89	24.05
MAIL228		annual (228 days)	34,364	36,079	37,921	39,763	41,751	43,867
MAIL238		annual (238 days)	35,871	37,661	39,584	41,507	43,583	45,791
MAIL260		annual (260 days)	39,187	41,142	43,243	45,344	47,611	50,024
Mail Clerk/Courier	404	hourly rate	19.81	20.79	21.82	22.90	24.06	25.26
COUR260		annual (260 days)	41,205	43,243	45,386	47,632	50,045	52,541
Media Services Assistant I	433	hourly rate	21.60	22.69	23.85	25.00	26.26	27.58
MEDIA1-260		annual (260 days)	44,928	47,195	49,608	52,000	54,621	57,366
Media Services Assistant II	439	hourly rate	22.02	23.13	24.27	25.47	26.77	28.07
MEDIA2-260		annual (260 days)	45,802	48,110	50,482	52,978	55,682	58,386
NSHS Clerical Support	468	hourly rate	24.05	25.27	26.51	27.81	29.21	30.68
NSHCLER217		annual (217 days)	41,751	43,869	46,021	48,278	50,709	53,260
Payroll Analyst	596	hourly rate	35.51	37.28	39.16	41.14	43.21	45.37
PAYAN260		annual (260 days)	73,861	77,542	81,453	85,571	89,877	94,370
Principal Clerk	444	hourly rate	22.36	23.45	24.62	25.88	27.17	28.50
PRINCLK260		annual (260 days)	46,509	48,776	51,210	53,830	56,514	59,280
Principal School Office Manager	477	hourly rate	24.72	25.94	27.26	28.58	30.04	31.54
PRSOM228		annual (228 days)	45,089	47,315	49,722	52,130	54,793	57,529
PRSOM238		annual (238 days)	47,067	49,390	51,903	54,416	57,196	60,052
PRSOM260		annual (260 days)	51,418	53,955	56,701	59,446	62,483	65,603
Print Computer/Equipment Oper	491	hourly rate	25.79	27.08	28.43	29.84	31.34	32.93
PRINTCO260		annual (260 days)	53,643	56,326	59,134	62,067	65,187	68,494
Print Shop Equipment Operator	458	hourly rate	23.32	24.50	25.72	26.99	28.35	29.77
PRINTOP260		annual (260 days)	48,506	50,960	53,498	56,139	58,968	61,922
Print Shop Finisher	388	hourly rate	18.84	19.78	20.79	21.80	22.89	24.05
PRINTFI260		annual (260 days)	39,187	41,142	43,243	45,344	47,611	50,024
Program Analyst	596	hourly rate	35.51	37.28	39.16	41.14	43.21	45.37
PROGAN260		annual (260 days)	73,861	77,542	81,453	85,571	89,877	94,370
School Office Manager	477	hourly rate	24.72	25.94	27.26	28.58	30.04	31.54
SOM217		annual (217 days)	42,914	45,032	47,323	49,615	52,149	54,753
SOM228		annual (228 days)	45,089	47,315	49,722	52,130	54,793	57,529
SOM238		annual (238 days)	47,067	49,390	51,903	54,416	57,196	60,052
SOM260		annual (260 days)	51,418	53,955	56,701	59,446	62,483	65,603
Secretary	424	hourly rate	21.02	22.06	23.18	24.37	25.55	26.84
SECTY217		annual (217 days)	36,491	38,296	40,240	42,306	44,355	46,594
SECTY228		annual (228 days)	38,340	40,237	42,280	44,451	46,603	48,956
SECTY260		annual (260 days)	43,722	45,885	48,214	50,690	53,144	55,827
Security Operations Dispatcher/Clerk*	424	hourly rate	21.02	22.06	23.18	24.37	25.55	26.84
SECDISP260		annual (260 days)	43,722	45,885	48,214	50,690	53,144	55,827
Senior Account Clerk	448	hourly rate			24.94	26.19	27.49	28.86
SRACLK260		annual (260 days)			51,875	54,475	57,179	60,029
Senior Account Clerk EPSDT Medi-Cal	448	hourly rate	22.63	23.75	24.94	26.19	27.49	28.86
SRACLK260		annual (260 days)	47,070	49,400	51,875	54,475	57,179	60,029
Senior Account Specilaist EPSDT Medi-Cal	468	hourly rate	24.05	25.27	26.51	27.81	29.21	30.68
SRACSM238		annual (238 days)	45,791	48,114	50,475	52,950	55,616	58,415
SRACSM260		annual (260 days)	50,024	52,562	55,141	57,845	60,757	63,814

Senior School Office Manager	477	**hourly rate**	**24.72**	**25.94**	**27.26**	**28.58**	**30.04**	**31.54**
SRSOM260		annual (260 days)	51,418	53,955	56,701	59,446	62,483	65,603
Senior Secretary	477	**hourly rate**	**24.72**	**25.94**	**27.26**	**28.58**	**30.04**	**31.54**
SRSEC206		annual (206 days)	40,739	42,749	44,924	47,100	49,506	51,978
SRSEC238		annual (238days)	47,067	49,390	51,903	54,416	57,196	60,052
SRSEC260		annual (260 days)	51,418	53,955	56,701	59,446	62,483	65,603
Senior Secretary Alt/Small School	477	**hourly rate**	**24.72**	**25.94**	**27.26**	**28.58**	**30.04**	**31.54**
SRSEC228AS		annual (228 days)	45,089	47,315	49,722	52,130	54,793	57,529
SRSEC260AS		annual (260 days)	51,418	53,955	56,701	59,446	62,483	65,603
Senior Typist Clerk	424	**hourly rate**	**21.02**	**22.06**	**23.18**	**24.37**	**25.55**	**26.84**
SRTYP228		annual (228 days)	38,340	40,237	42,280	44,451	46,603	48,956
SRTYP238		annual (238 days)	40,022	42,002	44,135	46,400	48,647	51,103
SRTYP260		annual (260 days)	43,722	45,885	48,214	50,690	53,144	55,827
SPED Student Info Sys Spec	507	**hourly rate**	**27.09**	**28.43**	**29.87**	**31.34**	**32.93**	**34.55**
SPSTUISS		annual (260 days)	56,347	59,134	62,130	65,187	68,494	71,864
Student Records Technician	507	**hourly rate**	**27.09**	**28.43**	**29.87**	**31.34**	**32.93**	**34.55**
STRECTECH		annual (260 days)	56,347	59,134	62,130	65,187	68,494	71,864
Student Resource Technician	424	**hourly rate**	**21.02**	**22.06**	**23.18**	**24.37**	**25.55**	**26.84**
STRES228		annual (228 days)	38,340	40,237	42,280	44,451	46,603	48,956
Switchboard Operator Receptionist	388	**hourly rate**	**18.84**	**19.78**	**20.79**	**21.80**	**22.89**	**24.05**
SWBRD260		annual (260 days)	39,187	41,142	43,243	45,344	47,611	50,024
Typist Clerk	356	**hourly rate**	**17.09**	**17.95**	**18.84**	**19.78**	**20.79**	**21.81**
TYPCLK206		annual (206 days)	28,164	29,582	31,048	32,597	34,262	35,943
Use Permit Technician	477	**hourly rate**	**24.72**	**25.94**	**27.26**	**28.58**	**30.04**	**31.54**
USEPERMIT		annual (260 days)	51,418	53,955	56,701	59,446	62,483	65,603
Worker' Compensation Liaison	558	**hourly rate**	**31.65**	**33.22**	**34.86**	**36.63**	**38.43**	**40.36**
WCMPLIA260		annual (260 days)	65,832	69,098	72,509	76,190	79,934	83,949

Longevity plan provides for additionall 3.5% at 10 years, and 3.5% each 4 years therafter.

An 8-hour day/40-hour week is 1.0 FTE (Full-Time Equivalent); a 6-hour day/30-hour week is 0.75 FTE, etc.

Annual amounts, above, are based on 1.0 FTE, and a fulll year at the increased rate.

*Positions receive 12.5% differential for 3:00p.m. to 11:00p.m. or 11:00p.m. to 7:00a.m. shifts on weedays and all weeke

**As of January 1, 2022, no CST employee made less than $15 per hour due to California minimum wage increase.

PENDING BOARD APPROVAL

Appendix B
(Revised 5/5/2017)

Mt. Diablo Unified School District

CLERICAL / SECRETARIAL / TECHNICAL UNIT

Types of Tests

REQUIREMENTS KEY:

-1- Rating of experience and education through evaluation of the information given in the application packet.

-2- Written test required
- ❖ Passing score for written components is 70%
- ❖ Passing score for timed typing is 35 net words per minute

-3- Performance/demonstration examination.

Classification	***Requirements***		***Classification***	***Requirements***
Account Clerk *	1 - 2 - 3		Instructional Media Assistant I	1 - 3
Accountant *	1 - 2 - 3		Instructional Media Assistant II	1 - 3
Administrative Secretary	1 - 2 - 3		Intermediate Account Clerk *	1 - 2 - 3
Administrative Secretary II	1 - 2 - 3		Intermediate Typist Clerk	1 - 2 - 3
Adult & Career Ed. Accountability Specialist	1 - 3		Mail Clerk	1 - 3
Adult & Career Ed. Accounting Specialist	1 - 3		Media Services Assistant I	1 - 2 - 3
Adult & Career Ed. Fiscal Analyst	1 - 2 - 3		Media Services Assistant II	1 - 2 - 3
Adult School Office Manager	1 - 2 - 3		Payroll Analyst*	1 - 2 - 3
Attendance Secretary	1 - 2 - 3		Personnel Assistant	1 - 2 - 3
Attendance /Student Records Assistant	1 - 2 - 3		Phototypesetter	1 - 3
Attendance/Student Records Coordinator	1 - 2 - 3		Principal Clerk	1 - 2 - 3
Benefits Specialist	1 - 2 - 3		Principal School Office Manager	1 - 2 - 3
Bilingual Translator / Interpreter	1 - 2 - 3		Print Shop Equipment Operator	1 - 3
Buyer	1 – 3		Print Shop Finisher	1 - 3
Buyer, Lead	1 – 3		Program Analyst	1 - 2 - 3
Career / College Advisor	1 – 3		Programmer Analyst	1 - 3
Child Welfare & Attendance Liaison	1 - 2 – 3		School Office Manager	1 - 2 - 3
Community School Coordinator	1 - 3		Secretary	1 - 2 - 3
Computer Operator	1 - 3		Security Operations Dispatch / Clerk	1 - 2 - 3
Copy Machine Operator	1 - 3		Senior Account Clerk*	1 - 2 - 3
Data Entry Clerk	1 - 2 – 3		Senior School Office Manager	1 - 2 - 3
Drafting Technician	1 - 3		Senior Secretary	1 - 2 - 3
Elementary School Secretary	1 - 2 – 3		Senior Typist Clerk	1 - 2 – 3
Fiscal Analyst *	1 - 2 – 3		Student Resource Technician	1 - 2 - 3
Fiscal Analyst II *	1 - 2 – 3		Switchboard Operator Receptionist	1 - 2 - 3
Food Service Information Systems Coordinator	1 - 2 – 3		Test Program Associate	1 - 3
High School Registrar	1 - 2 – 3		Textbook & Instructional Material Co	1 - 2 - 3
High School Treasurer *	1 - 2 - 3		Typist Clerk	1 - 2 – 3

**** Classifications marked with asterisk require 30 net words per minute***

These positions share the same test:

- Adult School Office Manager
- Personnel Assistant
- Principal School Office Mgr
- School Office Manager
- Senior School Office Mgr
- Senior Secretary
- Attendance Secretary
- Elementary School Secretary
- Secretary
- Senior Typist Clerk
- Student Resource Technician

B+
Scan

MT. DIABLO UNIFIED SCHOOL DISTRICT

CLASSIFIED PERSONNEL PERFORMANCE EVALUATION

SECRETARIAL/CLERICAL/TECHNICAL UNIT EMPLOYEES

!EMPLOYEE ID#

Employee Name

Classification

Location

Rating Period to

Type of Report: Prob. 2 mos. D Prob. 5 mos. D Annual O Special O Biennial ☐

PERFORMANCE RATING

A. PERSONAL QUALIFICATIONS

1. Attends regularly
2. Notifies school/department when absent
3. Adheres to arrival, rest periods and departure time
4. Maintains appropriate appearance
5. Displays tact, courtesy and positive attitude
6. Learns and complies with procedures, rules & regulations

B. EFFECTIVENESS

1. Maintains a high quality of work standard
2. Completes all work assigned on schedule
3. Is effective under conditions of stress
4. Responds to supervision
5. Works well without immediate supervision
6. Has ability to interpret and respond to the problems and events encountered on the job
7. Exercises initiative
8. Organizes work efficiently
9. Displays creativity in solving problems
10. Adheres to safety practices
11. Communicates easily and effectively with students, staff and public
12. Properly cares for office equipment and supplies
13. Accepts suggestions, new ideas and change
14. Maintains professional confidences
15. Works cooperatively with staff

OBJECTIVES FOR NEXT REVIEW PERIOD:

RECOMMENDATIONS:

COMMENDATIONS:

***NOTE:** All ratings other than Satisfactory *REQUIRE* comments by rater. Attach additional sheets as needed.
My signature does not necessarily mean than I am in agreement with this evaluation.
I have the right to submit written comments to the Classified Personnel Office within ten (10) days.

Signature of Employee Date

Signature of Administrator Date

Per03060 12/2015

Copy 1 - Personnel Office Copy 2 - Employee Copy 3 - Administrator Copy 4 - Program

INSTRUCTIONS FOR PREPARING PERFORMANCE REPORT FORMS

ALL RATINGS SHOULD BE COMPLETED AND THE ORIGINAL COPY RETURNED TO CLASSIFIED PERSONNEL OFFICE IN A SEALED ENVELOPE MARKED "CONFIDENTIAL."

I. A Report Shall be Completed for:

A. Each classified employee at the end of the second and fifth months of his/her probationary period.

B. Annually for each permanent, classified employee **until he/she has attained the sixth (6th) step** in a classification and every other year **thereafter.**

C. Employees more frequently when there is a reasonable cause for such evaluation.

II. The Report Shall be Completed by:

A. The *management* employee designated as supervisor. The manager may obtain information from others responsible for assignment and review of the employee's work.

III. An Employee's Performance Shall be Reported by:

A. Rating performance as indicated on the evaluation form.

B. Giving reasons for ratings other than satisfactory in the recommendations section.

C. Recording suggestions made to the employee that will aid in the improvement of less-than-satisfactory ratings.

IV. Management Responsibility:

A. Hold a conference with each employee for whom a report is completed at or about the time the report is prepared.

B. Explain to each employee:

1. The purposes and uses made of performance evaluation reports in promotion, demotion, suspension, dismissal.
2. The basis or reasons for the specific evaluation.
3. Where appropriate, the suggestions for changes or improvements in work performance.
4. His/her right to prepare and have filed with the evaluation any written comments the employee wishes to make.

C. Sign the Performance Report Form and obtain the signature of the employee.

D. The administrator sends original of Performance Report Form to the Classified Personnel Office, provides employee with his or her designated copy, fowards a copy to the Program, Department or Division Administrator, if appropriate, and retains Administrator copy insuring protection against unauthorized disclosure.

DEFINITION OF RATING SCHEME

1 = UNSATISFACTORY: Indicates that an employee's performance is unsatisfactory and definitely not up to standard. Specific explanation must be made on the report.

2 = NEEDS TO IMPROVE: The employee needs to concentrate his/her effort to achieve a satisfactory work performance. This is not to be construed as a notice of unsatisfactory service nor as a disciplinary action. Specific explanation must be made on the report.

3 = SATISFACTORY: Indicates that an employee's work clearly and consistently meets standards.

Classified Personnel
Per03060 4/00

Mt. Diablo USD

Personnel

Promotion/Demotion/Reclassification

Promotion

Any employee may qualify and be selected for placement in a class with a higher maximum salary range than that which he/she current occupies. This change in assignment is termed a promotion and is effected in accordance with the procedures outlined in BP/ AR 4211 relating to employee selection.

Beginning on the first day of paid service in a higher classification, the employee will receive the first step of the higher applicable salary range provided a minimum 5% upward adjustment over his/her present rate of pay occurs. In the event this does not occur, the employee will be placed on such step in the applicable new range that provides a minimum 5% upward adjustment in salary up to the final step of the new range.

An employee promoted into a non-management position shall be considered probationary in the new position for 130 work days (six months). Advancement to the next higher salary step follows satisfactory completion of the probationary period, at which time a new anniversary date is established. If the employee is unable to qualify for permanent status in the class to which he/she was promoted, the employee shall have the right to claim the first vacant position in any existing class in which he/she bad previously gained permanent status.

An employee occupying a regular position may temporarily be promoted to a higher level class with appropriate administrative approval

Demotion

A demotion occurs when an employee is vo1untarily or involuntarily placed in a class with a maximum salary range less than that which the employee currently occupies. An involuntary demotion is effected only under the provisions outlined in BP/AR 4218 relating to disciplinary action.

Upon demotion, the employee will be placed on the step in the lower salary range that is closest to his/her previous rate of pay without exceeding it, unless otherwise directed by the Governing Board.

SUMMER SCHOOL/EXTENDED YEAR

I. **Secretarial/Clerical Assignments***

A. Applications received before the closing date will be prioritized into four categories:
Priority 1 - Current employees working at the same site as the summer school/ESY site and in a related classification at a range equal to or above that of the position being advertised.
Priority 2 - Current employees working at the same site as the summer school/ESY site and in a related classification at a range less than that of the position being advertised.
Priority 3 - Employees receiving layoff notices for the next school year and employees on layoff.
Priority 4 - Substitutes and non-employees.

B. All qualified priority 1's applying before the final filing date will be hired first based on meeting the qualifications within the job description, seniority and performance evaluations.

C. The District will fill remaining vacancies with priority order 2's, 3's, 4's if needed. Selection may be based on:
1) The interview
2) Type of previous assignments
3)Assignment needs
4)Attendance records
5)Evaluations
6)Meets qualifications of the position

D. No site should have two (2) new clerical support staff persons in any one year.

***Classifications:**

Secretary

Instructional Media Assistant

II. If the summer work schedule conflicts with the employee's normal work year, prior approval of the supervisor, along with a plan as to how the overlap will be dealt with-must be submitted to the Personnel Department with the application.

III. An employee accepting a summer school assignment which is beyond his/her regular assignment shall be compensated at the rate and with the benefits regularly applicable to the classification in which employed for summer school.

IV. Employees may request that they be assigned to a specific site. Administration will consider an employee's request, but will not be obligated to assign the employee to the site which was requested.

*** NO VACATION IS GRANTED DURING SUMMER SCHOOL!**

MT. DIABLO UNIFIED SCHOOL DISTRICT

Local #1, Clerical, Secretarial &Technical Unit (CST)

EMPLOYEE JOB ASSIGNMENT FORM (CST)

Name	Classification	Employee ID #
Job Location	Funded Hours per Week	
Daily Start Time	Daily End Time	Work Year - Start Date	Work Year - End Date

Any Exception to the Above must be Preplanned and Authorized by Human Resources

This form is to be completed by supervisors and reviewed with all CST employees annually by September 30th, or within 30 days of promotion, transfer or hire.

Both the employee and supervisor should be aware of the overtime policy contained in Article 5, paragraph 5 of the contractual agreement between the District and Local #1 CST:

"Upon prior approval of the immediate supervisor, an employees may work overtime in an emergency or for any other valid reason.

a) On holidays. All employees assigned to work on holidays will 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.
b) In excess of eight (8)in any one (l)day.
c) In excess of forty (40) hours in any one (1) week.
d) Performed on the sixth or seventh day in any one (1) work week where an employee's assignment has averaged four (4) hours or more during the previous five consecutive days.
e) Performed on the seventh day in any one (1) work week where an employee's assignment has averaged less than four (4) hours during the work week."

Employee Signature	Date	Supervisor Signature	Date

Copy 1- Site Administrator • Copy 2 - Human Resources • Copy 3 - Employee - Copy 4 - CST President

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(NEW) AB-119 - New Employee Orientation (NEO)

Assembly Bill AB-119 (New Employee Orientation- NEO) requires that the public employer (Mt. Diablo Unified School District/MDUSD) provide the exclusive representative (Public Employees Union, Local One) of said employees, mandatory access to its new employee orientations. The parties (MDUSD and Local One) agree to the following and acknowledges the parties' obligation to negotiate pursuant to Government Code Section 3557 and as such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.

New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the Mt. Diablo Unified School District to advise and inform new employees of their employment benefits, responsibilities, Union/ District Rules, and other similar related matters. Currently, MDUSD performs new employee orientations once a month. However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) hour and occurs during working hours.

Notice Requirements

Mt. Diablo Unified School District/ MDUSD will make every effort to provide written notice (by email or letter) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time the District has scheduled its orientation, the District will allow the Union to meet with the new employee within a week of hire.

Public Employees Union, Local One will be provided the opportunity to have its CST representatives to meet with the new employee for up to 60 minutes of uninterrupted private time. The Union may provide for example, literature, written materials, packet of information, and or a visual presentation about its Union to the new employee(s).

The Union's portion of the NEO will be conducted during paid District time as a regular part of the new employee orientation. Typically, the Union's representatives are comprised of the Business Agent and other CST bargaining unit members. Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the District unless agreed to. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the District. If release time is requested, the Union will provide the District, in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

During the new employee orientation, MDUSD shall clearly communicate to each new employee hired into a position/classification represented by the (Local One) bargaining unit, that the employee's position is represented by Local One. To properly identify current leaders, the Union will provide a roster of current representative(s) to the District prior to such orientation.

Reporting Requirements

Within 30 days of hire or by the first pay period of the month following hire, MDUSD shall provide Public Employees Union, Local One with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB-119 requires that MDUSD provide the Union with this information for all employees in the bargaining unit at least every 120 days.

Memorandum of Understanding .Between
The Mt. Diablo Unified School District
And
the C[erical, Secretarial & Technical Unit (CST)
Regarding an on-schedule salary increa5e for the,Hiring and Retention Bonus aigreeme11t
June 2.2:, 202:2

This.Memorandum *of* Understanding ("MOU") is entered into by and between the Mt Diablo Unified School District ("MDLISD" or "the District") and the CST, hereafter collectively referred to a:s "the Parties/' on June 2..2, 2022 regarding an on-schedulesalary increase to resolve all and any questions or potentia I d1ispmesregarding the most recent successor contract and whether or not any agreed to compen.sation increases apply to any money outside of the bas.e regufar monthly salary (such as stipends, vacation rates, .substitute rates, etc.).

CST and the District agree to the foUowing:

1. The parties .agree U1at MDUSD, without reope11ing the contract, will provide an additional 1.5% on schedule increas (pending board approval and AB1200 approval from the county). (This isin addition to any increase agreed to in the most recent completed collectivebargaining agreement between the Parties dated April 12, **2022,)**

2. The L5¾ on-schedule salary i11crec1se will become effective 9/1/2022 for th!=2! 022-2023 salary schedule. The increased salaryrate provided for in Paragraph 1 above is for an employee·s salary (going forward from 9/1/2022) and sh II be r1:1f11:t:lt!tl ir1Lh August 2022 pi;!ycheck or the next paycheck thereafter.

3. Violations of thts MOU or agre,ement shall be subject to the grievance artifcleof the Collective Bargaining Agreement between the Parties.

4. Triis agreement is non-precedential and does not establish a past practice,

5. In exchange tor the above referenced salary increass, CST agrees:

The folrowing section will replace Article 37, Section 1!16 "d"

a. "d.. The District determines which candidates shaU qualify to be int,erviewed based upon its assessment of the initiial tests..A maximum o.f ten (10) candidates may be interviewed based upon the highest scores above the minimum passing score. C.3ndrdates with an Associate's degree or higher do not need to take a test.
b. to waive any and all claims that the 2021-2022 salary increase provided for under the TentJtive Agreement reached by the partiies dated April 12, 2022 applies to incre se previous payments for items such as stipends, hourly rates, overtime, or any other compens.ation other tha1n ain employee's base salary, unless otherwise eKplicitly stated under the existingterms or the CST CBA.

6. This constitutes the full extent of the salary increase contemplated by the Parties under the current collective bargaining agreement. The Parties agree that the "me-too" provision of the Collective Bargaining Agreement does not trigger any additional compensation claims should any other unit also receive MDUSD board approval for any additional salary compensation during the months of June through September, 2022.

7. The District and CST agree that nothing in this agreement alters the term of the existing collective bargaining agreement (except as noted above in section 5) nor is this agreement intended to open or "unzip" the existing collective bargaining agreement which, by its express terms, is closed through June 30, 2024.

For the District:

6/29/2022

Date

For CST:

6/22/2022

Date

Addendum to Memorandum of Understanding Between
The Mt. Diablo Unified School District
And
The Clerical, Secretarial and Technical Unit (CST)
Regarding an on-schedule salary increase 1.5%
August 11, 2022

This Memorandum of Understanding ("MOU") is entered into, by and between the Mt. Diablo Unified School District ("MDUSD" or "the District") and CST, hereafter collectively referred to as "the Parties," to only slightly amend the prior MOU of June 22, 2022

The amendment only alters sections of the June 22, 2022 memo related to the effective date of the 1.5% on-schedule salary increase.

All other provisions of the June 22, 2022 MOU remain in effect.

CST and the District agree to the following minor change:

1. The 1.5% on-schedule salary increase will become effective 7/1/2022 for the 2022-2023 salary schedule. This increased salary rate is only for an employee's base salary only (i.e. not for any timesheets prior to September 1, 2022), and shall be reflected in the August 2022 paycheck or the next paycheck thereafter.

2. The District and CST agree that nothing in this agreement alters the term of the existing collective bargaining agreement nor is this agreement intended to open or "unzip" the existing collective bargaining agreement which, by its express terms, is closed through June 30, 2024.

For the District:

8/11/2022

Date

For CST:

8/11/2022

Date

MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1397
(925) 682-8000

HUMAN RESOURCES

To: CST Leaders & Members
From: Dan Scudero, Director of H.R.
Date: January 12, 2023
RE: Cash in Lieu Amount for 2022-2023

The Cash in Lieu amount for CST members for 2022-2023 is $1844 for the year. So an employee paid over 12 months would receive $153.67 per month. This amount is what your members are currently receiving.

SIGNATURES

For the Board of Education:	For Local One/AFSCME Clerical, Secretarial & Technical Unit (CST)
President, Board of Education	CST Representative
Date	Date

NEGOTIATORS

For Mt. Diablo	**For Local One/AFSCME Clerical, Secretarial & Technical Unit (CST)**
Kimberly Vaiana	Carmen Terrones-Torres
Dulcinea Grantham	Jane Frantz
Lauren Ashton	Jane Kwiatkowski
Courtney Lyons	Aimeé Pratali
Vittoria Abbate	Debbie Hickey
Melanie Koslow	Pam Humphrey
Elizabeth McClanahan	Paula Soto
Stephanie Roberts	Cheryl Battet