

**Memorandum of Understanding Between
The Mt. Diablo Unified School District
And
The Mt. Diablo Education Association
Regarding
Salary Schedules
June 5, 2023**

This Memorandum of Understanding (“MOU”) is entered into, by and between the Mt. Diablo Unified School District (“MDUSD” or “the District”) and the Mt. Diablo Education Association (“MDEA” or “the Association”), hereafter collectively referred to as “the Parties,” on May 18, 2023 to address the salary schedule and employee pay for the 2022-2023 school year and beyond.

Background: There is a long history of both the MDEA CBA publishing rounded dollar numbers in the CBA salary schedules, and also the district using dollar numbers to the hundredth or thousandths place in the fiscal system to calculate the actual payment amounts. The Parties recently settled a three-year collective bargaining agreement (CBA) in March of 2022 that included salary schedule increases for each of the 2021-2022, 2022-2023, and 2023-2024 school years. In July of 2022 the Parties agreed to a Memorandum of Understanding (MOU) that amended the salary schedule increase for the 2022-2023 school year. In July of 2022 the salary schedules for 2022-2023 and 2023-2024 for MDEA bargaining unit members were updated to reflect the agreements in the July 2022 MOU. These updated salary schedules were incorporated into Appendix A of the Parties’ Collective Bargaining Agreement but were based on the previous CBA rounded numbers. MDUSD published the specific dollar numbers that included the decimal figures of the 2022-2023 salary schedules on their website that therefore differed from the versions that were attached to the CBA.

Due to differences in salary amounts that were used in the MDUSD payroll system for employee salaries for the 2022-2023 school year and the salary schedules in Appendix A of the CBA, over the course of the 2022-2023 school year MDEA, similar to years past, bargaining unit members may be paid an amount that is therefore different than what is in the 2021-2024 CBA (i.e. between \$0.05 and \$2.85 more or less than the exact amount shown on the salary schedule in Appendix A for 2022-2023).


Therefore:

1. Within three business days of the execution of this Agreement, MDUSD agrees to publish to their website the 2022-2023 MDEA bargaining unit rounded salary schedules from Appendix A of the Parties’ Collective Bargaining Agreement.
2. The Parties agree that, in order to avoid the increased costs to the District necessary to audit bargaining unit member payroll and process up to 1300 checks for \$2.85 or less, or attempt to reclaim an amount from \$1.80 or less from as many as 1300 employees, neither party will pursue any redress or remuneration related to any

potential salary discrepancy resulting from the difference in the salary schedule reflected in Appendix A and the salary schedule used for purposes of processing payroll.

3. The Parties agree that in the future when the Parties ratify an agreement that impacts the salary schedules for MDEA bargaining unit members :
 - a. the MDUSD Payroll department will make the calculations for new salary schedules,
 - b. both the Association and the MDUSD HR department will then confirm:
 - i. those new salary schedules to be used by the payroll system accurately reflect the ratified agreement percentage increase,
 - ii. that the salary schedules published in the collective bargaining agreement accurately reflect the salaries used in the payroll system.
4. The Parties agree that this Agreement represents a full and complete resolution of the claims and disputes between the Parties related to the issues covered by the Agreement.
5. The Parties agree that future salary schedule increases will continue to be based on the payroll system numbers. MDUSD further agrees that going forward the salary schedules published on their website will reflect those in Appendix A of the Parties' Collective Bargaining Agreement and will include a footnote placed on the salary schedule that shall read: Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.
6. Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.


For the District:



6/5/2023

Date

For MDEA:



June 5, 2023

Date