

## NEGOTIATIONS UPDATE

### Escondido Union High School District & CSEA

December 11, 2017

#### District Team:

1. Olga West, Assistant Supt, HR
2. Mike Simonson, Asst. Supt., Business
3. Charan Kirpalani, Dir. HR
4. Jerry Conradi, Legal representative

#### CSEA Team:

1. Bev Berk, President
2. Charlene Marie, Bargaining Chair
3. Rachel Macias
4. Julio Macias
5. Adam Chavez
6. Chris North
7. Janett Roberts
8. Sandy Dab....
9. Alfredo Alvarado, CSEA Labor Representative
10. Michael Breyette, CSEA Sr. Labor Representative

December 11, 2017 was the third negotiation session as the November 29<sup>th</sup> session was cancelled by CSEA. We started the day at 1:00 p.m. with introductions of all team members for our new CSEA Labor Representative Alfredo Alvarado.

The District shared information on the historical information on LCFF revenues from 2015-16, 2016-17, and 2017-18. Mr. Simonson shared the following information:

- 2015-16 was the year with the largest jump in revenues.
- The revenues have been less in the last two years.
- In the last two years, the District has lost approximately 245 students. We are losing students to charter schools such as the one that is currently seeking approval from the Board.
- We are working on a positive school image through our Customer Service efforts, the advertisements for Independent Study and the Learning Centers.

The District then presented a proposal that encompassed AB119 and the open articles. The District offered an increase of .55% to the base salary and a one-time payment of 0.5%. In addition, the District indicated that it would provide information to the CSEA required under AB119. The District would provide four orientation sessions in the 2018 calendar year. However, the District would not provide social security numbers or date of birth of the employees for security reasons. The District provided leave language for parent leave according to the law.

CSEA wanted clarification on the District proposal presented. CSEA caucused at 12:40 p.m. to write their counter proposal. We resumed at 3:25 p.m. CSEA presented their counter proposal, and the District asked clarifying questions. The District will review the proposal and prepare a response at the next session.

We set dates for the next negotiation sessions.

January 24, 2018 1:00 p.m. - 5:00 p.m.

Feb. 22, 2018 8:00 a.m. – 3:00 p.m.

Documents included in the update:

Funding History 2015/16 through 2017/18

District Proposal presented 12/11/2017

CSEA Proposal presented 11/1/2017

12/14/17  
 (1)

Funding History

	15/16	16/17	17/18
BASE	\$ 4,107,003.00	\$ 1,936,515.00	\$ 1,035,342.00
LCAP	\$ 4,042,773.00	\$ 1,777,913.00	\$ 388,376.00
CTE	\$ 540,479.00	\$ 380,000.00	\$ 175,000.00
Total	\$ 8,690,255.00	\$ 4,094,428.00	\$ 1,598,718.00
ADA	7293	7074	7070
EFB	\$ 14,546,762.00	\$ 17,017,029.00	\$ 12,041,435.00
	Actual	Actual	Projected

Enrollment

Labels	Oct-15	Oct-16	Difference	Oct-17	Difference: Two year	
Total	7718	7529	-189	7485	-44	-233
VHS	319	259	-60	230	-29	-89
SPHS	2258	2212	-46	2236	24	-22
OGHS	2033	1919	-114	1840	-79	-193
EHS	2415	2381	-34	2387	6	-28
DLA	682	751	69	783	32	101
NPS	11	7	-4	9	2	-2

Escondido Union High School District

12/11/2017  
②

Proposal to California School Employees Association, Chapter 219

December 11, 2017

**Article II – Employment Rights**

**B. 1. f. Orientation for New Employees**

- i. CSEA will be notified of the dates for the District’s new employee orientations. CSEA will be accorded an opportunity to make a brief presentation at the conclusion of each of the District’s orientation sessions.
- ii. Currently, there are two new orientation sessions scheduled in the school year. For the 2018 year only (January through December), we will offer two additional classified orientation sessions. This will allow us to evaluate the needs for the following year(s).
- iii. At times during the school year when no group orientation meetings for new unit members are scheduled, the District shall provide a packet prepared by CSEA to new unit members containing contact and introductory information about CSEA.
- iv. Release time for CSEA members to attend new employee orientations will be in accordance with Article XII, Section C.1.f.

**g. Employee Information**

- i. “Newly Hired Employee” or “New Hire” means any new employee to the District who is hired or rehired into a CSEA bargaining unit position.
- ii. This contact information on file with the District shall include the following items, unless the unit member has requested the information be withheld to provide personal privacy\*.
  - a. First Name
  - b. Middle Initial
  - c. Last Name
  - d. Suffix
  - e. Job title
  - f. Department
  - g. Work location
  - h. Street address\*
  - i. City\*
  - j. State\*
  - k. Zip\*

- l. Home phone number\*
  - m. Cell phone number\*
  - n. Personal email address\*
  - o. Hire date
- ii. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.
- iii. The District shall provide CSEA contact information for each unit member three times each school year on October 31, January 31, and May 31.

### **Article VII - Insurance Benefits**

- A. Health and Welfare Benefits - See attached MOU signed October 4, 2017
- C. Benefits for part time employees:  
For the 2018 benefit year only, as an exception to section C.2, part time employees working four (4.0) hours per day or greater shall have their mandatory tenthly payroll contributions for all single plans equal to those for full time employees. Part time employee who elect single coverage must take Dental, Vision, and Life insurance at no additional cost.

### **Article VIII - Leaves of Absence, Holidays, and Vacations**

- A. Paid Leaves of Absence
  - 8. Parental Leave:
    - a. Parental leave is defined as 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.
    - b. Employees (mothers or fathers, whether natural, adoptive, or foster parents) are allowed to use available sick leave for purposes of bonding if the employee has worked for the employer for the last 12 months.
    - c. The employee will utilize all available leave time, including sick, personal, vacation, and compensatory time. Once an employee has exhausted all available leave options, and continues to be absent on account of paternal leave, the employee will be subject to 50% differential pay.
    - d. Half pay is the daily rate of pay minus the actual cost of the substitute or what a substitute would be paid if no sub is needed. The employee would be

compensated at no less than 50% of his or her regular salary. If the employee does not exhaust all paid leave options, the employee is not eligible for differential pay.

- e. Parental leave can be utilized within 12 months from the birth and/or placement of the child. The employee may utilize up to 12 work weeks in one year. Where practicable, the employee should give advance notice to the District of at least 30 days prior to the leave commencing. In addition, leave is granted in weeks with a minimum leave time of two weeks. The employee may request a duration of less than two weeks on two occasions. The 12 weeks leave is allowed per child. If both parents are employed by the District, the 12 weeks are shared between the employees.
- f. Parental leave is not in addition to the leave benefits of FMLA and of CFRA. Parental leave runs concurrently with both federal FMLA leave, entitlements provided by CFRA leave, and Article VII: A, Section 7.j. Entitlement to Other Sick Leave.

Propose moving this language to Article V: Hours & Overtime, A. 10.

### 3. Teacher Training Days

#### B. Unpaid Leaves of Absence

Revise, add, and/or delete language to be in compliance with new laws applicable to contract provisions.

### **Article XI - Wages and Employee Expenses**

Effective upon ratification and board approval, there will be an increase to the classified unit total compensation by 0.55% to be distributed between Salaries and/or Employee Benefits at the discretion of CSEA bargaining unit.

Effective upon ratification and board approval, each CSEA member will receive a one time off schedule payment of 0.5 % of their base salary.

The District values the cost of 1% at \$168,000.

The foregoing is agreed to by the parties hereto.

ON BEHALF OF THE DISTRICT

Dr. Olga E. West  
Assistant Superintendent, Human Resources

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Date \_\_\_\_\_

ON BEHALF OF CSEA

Charlene Marie  
CSEA Bargaining Chair

\_\_\_\_\_

Date \_\_\_\_\_

Bev Berk  
CSEA President

\_\_\_\_\_

Date \_\_\_\_\_

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its  
CHAPTER # 219

11/1/2019.

Reopener Bargaining Proposal  
November 1, 2017

*Except as noted below all current contract articles and sections of the collective bargaining agreement shall remain unchanged. All tentative agreements are subject to CSEA Policy 610.*

**ARTICLE VII – INSURANCE BENEFITS**

- *CSEA proposes to revise the October 4, 2017 Health and Welfare MOU between the parties, as follows:*
  - B. Benefits for part time employees:
    - 3. As an exception to C.2, the District shall contribute the amount necessary for part time employees working four (4) hours per day or greater shall have their mandatory tenthly payroll contributions for all single plans equal to those for full time employees. Part time employees who elect single coverage must take Dental, Vision, and Life Insurance at no additional cost.
- *CSEA would like to have a good faith conversation with the District about the minimum age requirement for the retirement bridge. CSEA retains the right to provide a proposal on this topic after said discussions.*

**ARTICLE VIII – LEAVES OF ABSENCE, HOLIDAYS AND VACATION**

**New Section:** A. Paid Leaves of Absence

7. Sick Leave:

J. Sick Leave Usage:

Sick leave may be used for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Employees who are a victim of domestic violence, sexual assault, or stalking are also eligible. (Labor Code § 246.5)

"Family member" means a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status); a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a

*CSEA reserves the right to withdraw, amend, and/or add to this proposal as necessary, in accordance with applicable sunshine laws. Language in italics is provided for intent purposes and will not be added to the bargaining agreement.*

registered domestic partner; a grandparent; a grandchild; or a sibling. (Labor Code §245.5(c)) The foregoing provisions are intended to comply with AB 1522.

**New Section: 8. Child Bonding Leave with Pay:**

**a. Maternity/Paternity Leave:**

A unit member may request a leave of absence due to the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave"), as follows:

When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Right Act ("CFRA," Government Code 12945.2), the unit member shall receive fifty percent (50%) differential pay for 12 workweeks of parental leave.

A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this section.

✓ works 12 months.

If a unit member seeks to take parental leave, as specified above, but has not exhausted all available sick leave, the unit member may use sick leave for parental leave purposes. However, the 12-weeks of paid parental leave shall only be available to members who exhaust all sick leave before the 12-week period.

*vacation all paid leave.*

Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the CFRA, so long as the unit member qualifies for such leave. *The foregoing provisions are intended to comply with Education Code section 45196.1 (AB 2393).*

- CSEA proposes to replace the existing Vacation Allocation chart located on pp.45 of the Collective Bargaining Agreement, as follows:

Years of Service With the District	Number of Days of Vacation Allowed		
	10 Month	11 Month	12 Month
1	10.00	11.00	12.00
2	10.00	11.00	12.00
3	10.00	11.00	12.00
4	10.00	11.00	12.00
5	10.00	11.00	12.00
6	12.50	13.75	15.00
7	12.50	13.75	15.00

8	12.50	13.75	15.00
9	12.50	13.75	15.00
10	12.50	13.75	15.00
✓ 11	15.00	16.50	18.00
12	15.00	16.50	18.00
13	15.00	16.50	18.00
14	15.00	16.50	18.00
15	15.00	16.50	18.00
✓ 16	17.50	19.25	20.00
17	17.50	19.25	20.00
18	17.50	19.25	20.00
19	17.50	19.25	20.00
20+	20.00	21.00	22.00

**ARTICLE XI – WAGES AND EMPLOYEE EXPENSES**

- Effective July 1, 2017, the classified salary schedule shall be adjusted with an across the board salary increase equal to six percent (6%).
- If during the life of this agreement any other employee group receives a salary or benefit settlement greater than that included in this agreement, CSEA shall receive the same increase.

Signed this 1<sup>st</sup> day of November, 2017.

**CSEA**

**DISTRICT**

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