

NEGOTIATIONS UPDATE
Escondido Union High School District & CSEA
February 22, 2018

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. Rachel Macias, President
2. Charlene Marie, Bargaining Chair
3. Julio Macias
4. Adam Chavez
5. Chris North
6. Janett Roberts
7. Sandy Dabasinskas
8. Michele McCaffery
9. Alfredo Alvarez, CSEA Labor Representative

February 22, 2018 was the fifth negotiation session. We started at the table negotiations for the day at 9:00 a.m. with introductions of all team members and setting the agenda for the day.

The District then presented a revised memorandum of understanding for AB119, New Employee Orientation. This proposal outlines what employee information the District is willing to share with CSEA as well as the involvement of CSEA in the orientation sessions.

Then, the District provided a comprehensive proposal on the regular contract negotiations. The District offered an increase of 1.75% for 2017-18 to be used for Salary and/or Benefits at the discretion of the unit. This compensation package would become effective retroactive to July 1, 2017. This is a one-year proposal and builds on the one-year proposal offered on December 11, 2017.

CSEA provided counter proposals to the District on both AB119, New Employee Orientation and on regular contract negotiations.

After discussion, the CSEA provided a counter to the AB119 MOU and the District provided a second contract proposal. We will meet again in March. The District will respond to the AB119 MOU proposal and CSEA will respond to the contract proposal. We concluded negotiations at 3:07 p.m.

We set dates for the next negotiation sessions.

March 14, 2018	1:00 p.m. - 4:00 p.m.
April 2, 2018	12:00-3:30 p.m.
April 12, 2018	12:00-3:30 p.m.

Documents included in the update: (see below)

District MOU AB119 Proposal, 2/22/2018 9:00 a.m.

District Contract Proposal 2/22/2018 9:05 a.m.

CSEA MOU AB119 Proposal 2/22/2017 11:10 a.m.

CSEA Contract Proposal 2/22/2018 11:20 a.m.

District MOU AB119 Proposal, 2/22/2018 1:15 p.m.

CSEA MOU AB119 Proposal 2/22/2017 3:01 p.m.

9:00am.

Memorandum of Understanding for AB119

Between

Escondido Union High School District

&

California School Employees Association, Chapter 219

February 22, 2018

1. 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. CSEA shall provide the District a web link for use on the District's employee orientation online system. The District agrees to update the Association link as needed.
- v. Release time for CSEA members to attend new employee orientations will be in accordance with Article XII, Section C.1.f.

2. 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. The District shall provide CSEA with information within 30 days of employment for newly hired employees or on their first pay period following employment.
- iii. 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. Employee ID#
 - p. Current known CalPERS status
 - q. Hire date
- iv. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.
- v. The District shall provide CSEA with contact information specified in section 2. iii above for each unit member three times each school year on October 31, January 31, and May 31.
- vi. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement except as follows:
- i. Only CSEA Chapter 219 can grieve this agreement.

Signed this 22th day of February, 2018

CSEA

DISTRICT

Rachel Macias, CSEA President

Dr. Olga E. West, Assistant Supt., HR

Date

Date

**Escondido Union High School District
Proposal to
California School Employees Association, Chapter 219**

9:05 am

February 22, 2018

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 tenths 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. 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.
- e. 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 from Article VIII: Leaves C. 3. to Article V: Hours & Overtime, A. 10.

3. Teacher Training Days

Article XI - Wages and Employee Expenses

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

The District values this offer at 1.75%

Effective July 1, 2017, there will be an increase to the classified unit total compensation by .75% for 2017-2018 to be distributed between Salaries and/or Employee Benefits at the discretion of CSEA bargaining unit.

In addition to the above, each member will receive an off schedule payment equal to 1% of their salary schedule earnings for 2017-18 payable on or before June 30, 2018.

Article XII

E. REOPENING OF NEGOTIATIONS AND NEGOTIATIONS OF SUCCESSOR CONTRACTS

1. This proposal represents full and final agreement between the parties on all articles for the 2017-18 school year.

The foregoing is agreed to by the parties hereto.

ON BEHALF OF THE DISTRICT

Dr. Olga E. West
Assistant Superintendent, Human Resources

Date _____

ON BEHALF OF CSEA

Charlene Marie
CSEA Bargaining Chair

Date _____

Rachel Macias
CSEA President

Date _____

2/22/2018
11:10 am.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER # 219**

**Memorandum of Understanding
(AB 119 Counter Proposal)**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Escondido Union High School District (hereinafter, "District") and the California School Employees Association and its Chapter #219 (hereinafter, "Association")

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- a. The District shall provide CSEA President or designee notice of any scheduled orientation meetings for new unit members.

2. EMPLOYEE INFORMATION

- a. "Newly Hired Employee" or "New Hire" means any bargaining unit employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation.
- b. The District shall provide CSEA with information on the new hires. The information shall be provided to CSEA electronically in Excel format, in a password protected file, via a secure FTP site or service, which shall be provided by the Association. This information shall be provided on the last working day of the month. The file shall include the employees' information below, with each listed field in its own column:
 - i. First Name;
 - ii. Middle Initial;
 - iii. Last Name;
 - iv. Suffix (e.g. Jr., III);
 - v. Job Title / Classification;
 - vi. Department;
 - vii. Primary Worksite Name;
 - viii. Work Telephone Number;
 - ix. Home Street Address (Incl. Apartment #);
 - x. City;
 - xi. State;
 - xii. ZIP Code (5 or 9 Digits);
 - xiii. Home Telephone Number (10 Digits);
 - xiv. Personal Cellular Telephone Number (10 Digits);
 - xv. Personal Email Address of the Employee;
 - xvi. Employee ID;
 - xvii. CalPERS Status;
 - xviii. Hire Date;

The District shall provide CSEA the password to the secure Excel file via email.

- c. Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members names and contact information above on the last working day of October, January, and May. The information shall be provided to CSEA electronically in Excel format, in a password protected Excel file, via a secure FTP site or service, which shall be provided by the Association. The file shall include the employees' information below, with each listed field in its own column:
- i. First Name;
 - ii. Middle Initial;
 - iii. Last Name;
 - iv. Suffix (e.g. Jr., III);
 - v. Job Title / Classification;
 - vi. Department;
 - vii. Primary Worksite Name;
 - viii. Work Telephone Number;
 - ix. Home Street Address (Incl. Apartment #);
 - x. City;
 - xi. State;
 - xii. ZIP Code (5 or 9 Digits);
 - xiii. Home Telephone Number (10 Digits);
 - xiv. Personal Cellular Telephone Number (10 Digits);
 - xv. Personal Email Address of the Employee;
 - xvi. Employee ID;
 - xvii. CalPERS Status;
 - xviii. Hire Date;

The District shall provide CSEA the password to the secure Excel file via email.

Any personal information in item 2 above, shall only be provided to the Association when supplied to the district by the employee.

3. NEW EMPLOYEE ORIENTATION

- a. The District shall provide CSEA access to new employee orientation meetings. The District shall release the CSEA President and his/her designee for the purposes of providing a presentation regarding CSEA at the conclusion of the District's orientation session.
- b. Currently, there are two new orientation sessions scheduled in the school year in the months of January and August. For 2017-2018 school year, the parties agree to offer two additional classified orientation sessions in the months of March and November. This will allow the parties to evaluate the needs in the coming year.

- c. At times during the year between new employee orientation meetings the District shall provide a packet prepared by CSEA to any newly hired employee. CSEA shall provide the copies of the CSEA literature/membership applications to the District for distribution.
- d. CSEA shall provide the District a weblink for use on the District's employee orientation online system. The District agrees to update the Association link, if necessary, as needed.

4. GRIEVANCE PROCEDURE

- a. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except as follows:

- i. Only CSEA and its Chapter 219 can grieve this agreement.

5. DURATION

- a. This agreement shall become effective July 1, **2017**, and shall continue in effect up to and including June 30, **2020**, and renew automatically if not reopened in writing by either party prior to renewal.

Signed this **22nd** day of **February, 2018**.

CSEA

DISTRICT

2/22/18
11:20am.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER # 219**

**Reopener Bargaining Proposal #4
February 22, 2018**

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.

CSEA has concerns regarding EUHSD's February 22, 2018 proposal regarding Article XI – Wages and Employee Expenses. On January 24, 2018, EUHSD proposed 3.75% to be distributed for Salaries and/or Employee Benefits for 2017-18 and 2018-19. On February 22, 2018, EUHSD proposed a .75% to be distributed for Salaries and/or Employee Benefits increase effective July 1, 2017 for 2017-18. CSEA views EUHSD's February 22, 2018 proposal as regressive bargaining. The total compensation being proposed on February 22, 2018 by EUHSD is less then what was proposed on January 24, 2018.

ARTICLE VII – INSURANCE BENEFITS

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 continue good faith conversations 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

1. 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 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.*

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.

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 differential pay for 12 workweeks of parental leave.

Differential pay shall be 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 shall be compensated at no less than fifty percent (50%) of his/her regular salary.

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.

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.

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 five and a quarter percent (5.25%).
- 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 22nd day of February 2018.

CSEA

DISTRICT

1:15 pm

Memorandum of Understanding for AB119
Between
Escondido Union High School District
&
California School Employees Association, Chapter 219
February 22, 2018

1. Orientation for New Employees

- i. District Notice to CSEA of New Hires: CSEA president or designee 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 in April and November. This will allow us to evaluate the needs for the following year(s) prior to the winter break in December of 2018.
- 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. CSEA shall provide the District a web link for use on the District's employee orientation online system. The District agrees to update the Association link as needed.
- v. Article XII, Section C.1.f. will be revised to include an additional four hours of release time for the purpose of orientation sessions. This will amend this section to 148 hours of release time for Association business.

2. Employee Information

- i. "Newly Hired Employee" or "New Hire" means any bargaining unit employee, whether a new employee to the District who is hired or rehired, permanent, full time, or part time hired into a CSEA bargaining unit position.
- ii. The District shall provide CSEA with information within 30 days of employment for newly hired employees or on their first pay period following employment.
- iii. The District shall provide CSEA with information on the new hires and existing employees electronically in Excel format, in a password protected file, via a secure FTP site or services, which shall be provided by CSEA.
- iv. 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
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- c. Last Name
- d. Suffix
- e. Job title
- f. Department
- g. Work location
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- i. City*
- j. State*
- k. Zip*
- l. Home phone number*
- m. Cell phone number*
- n. Personal email address*
- o. Employee ID#
- p. Current known CalPERS status
- q. Hire date

- iv. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.
- v. Periodic Update of Contact Information: The District shall provide CSEA with contact information specified in section 2. iii above for each unit member three times each school year on October 31, January 31, and May 31.
- vi. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement except as follows:
 - i. Only CSEA Chapter 219 can grieve this agreement.

Signed this 22th day of February, 2018

CSEA

DISTRICT

Rachel Macias, CSEA President

Dr. Olga E. West, Assistant Supt., HR

Date

Date

2/22/18
3:01 pm

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER # 219

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(AB 119 Counter Proposal)

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- b. The District shall provide CSEA with information on the new hires. The information shall be provided to CSEA electronically in Excel format, in a password protected file, via a secure FTP site or service, which shall be provided by the Association. This information shall be provided on the last working day of the month. The file shall include the employees' information below, with each listed field in its own column:
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 - xii. ZIP Code (5 or 9 Digits);
 - xiii. Home Telephone Number (10 Digits);
 - xiv. Personal Cellular Telephone Number (10 Digits);
 - xv. Personal Email Address of the Employee;
 - xvi. Employee ID;
 - xvii. CalPERS Status;
 - xviii. Hire Date;

The District shall provide CSEA the password to the secure Excel file via email.

Periodic Update of Contact Information: The District shall provide CSEA with contact information specified in Section 2.b. (above) for each unit member, three (3) times each school year on October 31, January 31, and May 31. The District shall provide data electronically in Excel format, password protected file, via a secure FTP site or services, which shall be provided by CSEA.

Any personal information in item 2 above, shall only be provided to the Association when supplied to the district by the employee.

3. NEW EMPLOYEE ORIENTATION

- a. The District shall provide CSEA access to new employee orientation meetings. The District shall release the CSEA President and her/his designee for the purposes of providing a presentation, no less than thirty (30) minutes, regarding CSEA at the conclusion of the District's new employee orientation session.
- b. Currently, there are two new orientation sessions scheduled in the school year in the months of January and August. For 2017-2018 school year, the parties agree to offer two additional classified orientation sessions in the months of April and November. This will allow the parties to evaluate the needs for the following year(s) prior to winter break in December of 2018.
- c. Article XII Section C.1.f. will be revised to include an additional four hours of release time for the purposes of New Employee Orientation sessions. This will amend this section to 148 hours of release time for Association business.
- d. At times during the year between new employee orientation meetings the District shall provide a packet prepared by CSEA to any newly hired employee. CSEA shall provide the copies of the CSEA literature/membership applications to the District for distribution.
- e. CSEA shall provide the District a weblink for use on the District's employee orientation online system. The District agrees to update the Association link, if necessary, as needed.

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5. DURATION

- a. This agreement shall become effective July 1, **2017**, and shall continue in effect up to and including June 30, **2020**, and renew automatically if not reopened in writing by either party prior to renewal.

Signed this **22nd** day of **February 2018**.

CSEA

DISTRICT
