NEGOTIATIONS UPDATE

Escondido Union High School District & CSEA

February 28, 2020

District Team:

- 1. Charan Kirpalani, Dir. HR
- 2. Amanda Phillips, Asst. Supt., Business

CSEA Team:

- 1. Rachel Macias, President/Bargaining Chair
- 2. Gabriel Robles, Transportation
- 3. Mandy Brown, EHS
- 4. Julio Macias, DSC
- 5. Chris North, SPHS
- 6. Juan Vargas, DLA
- 7. Sandra Dabasinskas, Classified Retiree
- 8. Alfredo Alvarez, CSEA Labor Representative

February 28, 2020 was the fourth session of negotiations between the District and CSEA for the 2019-2020 school year. Our negotiation session started at 9:09 a.m. with introductions, and agreement on the day's agenda.

The District provided CSEA with their 4th proposal. The District and CSEA reviewed this proposal. CSEA caucused to further review the District's proposal.

CSEA provided the District with their 5th proposal. The District and CSEA reviewed this proposal. The District caucused to further review CSEA's proposal.

The District will further review CSEA's proposal and provide a counter proposal at our next negotiation session of March 27, 2020.

<u>Documents included in this update:</u>

- District Proposal #4 presented 2/28/2020
- CSEA Proposal #5 presented 2/28/2020

Escondido Union High School District Proposal #4

to

California School Employees Association, Chapter 219 for the 2019-20 school year

February 28, 2020

Article II - Employment Rights

A. Definitions

11. Permanent Employee

Current contract language – TA 1/16/2020

12. Probationary Employee

Current contract language – TA 1/16/2020

20. Bilingual Stipend

To be eligible to receive a bilingual stipend an employee must be identified by the District as needing to perform duties requiring proficiency in English and a second language on a routine and consistent basis in the course and scope of their duties.

Members receiving the bilingual stipend shall continue to receive the stipend while in their current assignment.

21. Bilingual Positions

It is recognized that certain bilingual positions (e.g. Bilingual Attendance Clerk) require the ability to communicate effectively, both orally and in writing, in both Spanish and English.

C. Transfers:

a. Requesting a Voluntary Transfers:

An employee wishing to transfer to another school or work location in the same classification may semi-annually, on or before June 1-September 1 and February 1, file a Transfer Request form with the Human Resources Department. Prior to June 30th of each year, Human Resources will contact those employees who have a transfer on file to see if they would like to reaffirm their transfer request for the following year.

Article VIII - Leaves of Absence, Holidays, and Vacation

- A. Paid Leaves of Absence
 - 7. Sick Leave
 - c. Notification of Immediate Supervisor: Employees who must be absent from work are required to notify their school or department in advance of the absence by utilizing the District absence management system so that arrangements can be made for substitutes where necessary.

The District will work with CSEA to promote employee awareness of the absence management system and to consider options available within the system.

<u>Article X – Transportation</u>

- A. Assignment of Routes:
 - 7. Long Term Temporary Assignments:

When a School Bus Driver is on a paid or unpaid leave of absence that extends 12 consecutive weeks or longer, their bus route will follow the bidding process outlined in Article X.A.2. of this Agreement.

When the School Bus Driver returns to work, the driver will be able to exercise their right to a daily bus route assigned to a driver with less seniority.

8. Maintain current practice as outlined in Article X.B.1 and Article V.C.

Article XII - Negotiations

- D. Classification, Reclassification:
 - 2. Reclassification:

Maintain current contract language.

Article XIV - Term of Agreement

July 1, 2019 through June 30, 2022. (See MOU dated July 24, 2019)

2/28/20 11:55 am

CSEA Proposal #5; 02/28/2020; Page 1

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its ESCONDIDO CHAPTER #219

CSEA Proposal to EUHSD #5 February 28, 2020

CSEA proposes the following:

Cover page:

July 1, 2016 June 30, 2019 July 1, 2019 – June 30, 2022

Article II - Employment Rights

C. TRANSFERS:

a. Requesting a Voluntary Transfers:

The vacancy announcement shall be posted for a minimum of five (5) working days for internal candidates within the same classification. During which time employees may complete an application for the transfer. Employees granted a transfer shall not be directed to test for the position.

If there are no internal candidates within five (5) days or no internal candidate is selected, the District will open the vacant position to all applicants.

Article X - Transportation

J. Coverage [New Language]

a. Bus Drivers on Extended Leave

When a Bus Driver is on an extended leave, the District shall open the Route up for bidding of the Bus Driver that is out on extended leave.

- 1. When a School Bus Driver is a on a paid or unpaid leave of absence that extends 12 consecutive weeks or longer, their bus route will follow the bidding process outlined in Article X.A.2. of this agreement.
- 2. When School Bus Driver returns to work, the driver will be able to exercise their right to a daily bus route assigned to a driver with less seniority.

b. Bus Driver Preference for Additional Hours

When there is a need or a for a Bus to be driven, available Bus Drivers shall have priority over other classifications to driving a bus. (CSEA is awaiting requested information in writing)

ARTICLE XII - Reclassification

2. Reclassification:

"Reclassification" means a gradual increase in higher level duties being performed by a unit member that increases the responsibility and/or skill level.

It is the intent of this section to examine a unit members' pay range to determine if it accurately reflects the duties of the classification being performed by incumbents to the level of other comparable school districts.

Effective July 1, 2015 2020, the District and CSEA shall conduct job analyses every School Year three years beginning with the 2017 2018 2020-2021 school year. CSEA and the District shall meet to negotiate reclassification beginning in the 2021-2022 school year for all classifications. The District shall send the Job Analysis Form* to all classified employees no later than October 31. Employees seeking reclassification must return the completed Job Analysis Form and any supporting documentation to the CSEA negotiating team and the District no later than December 10.

CSEA shall submit to the District up to 30 bargaining unit positions to be considered for reclassification no later than January 31. CSEA and the District shall meet to negotiate and finalize the reclassifications beginning in the month of February. *(Form to be agreed upon by both parties).

Any increase in compensation as a result of the reclassification process shall become effective upon-ratification by CSEA, Chapter 219 and approval by the Governing Board of the District. July 1 of the respective year in which reclassification negotiations is taking place.

The District may propose a reclassification at any time. Reclassifications shall be contingent upon available funding.

CSEA counter proposal on District proposal is as follows:

Article II - Employment Rights

A. Definitions:

12. Probationary Employee: Status Quo

20. Bilingual Stipend

To be eligible to receive a bilingual stipend an employee must be identified by the District as needing to perform duties requiring proficiency in English and a second language on a routine and consistent basis in their current job classification.

Article VIII - Leaves of Absence, Holidays, and Vacation

A. Paid Leaves of Absence: Status Quo

Tentatively agreed on February 28, 2020

CSEA, Chapter Escondido #219, Chapter President, Rachel Macias

Escondido Union High School District Human Resources Director, Charan Kirpalani