

Escondido Union High School District
and
California School Employees Association, Chapter 219
2018-19 and 2019-20 Tentative Agreement
July 24, 2019

Article III – Discipline

D. 4. Appeal to the Superintendent and Board:

An employee who appeals the disciplinary action in accordance with Section 3 above shall be given an opportunity to meet with the Superintendent or his or her designee within five (5) working days of the filing of an appeal. His or her decision shall be rendered within five (5) days of the meeting in writing to the employee. If the employee desires to appeal this decision to the Board of Trustees Education, he or she must make this request in writing within five (5) days of the decision of the Superintendent. ~~and a hearing shall be held in closed session no later than the next regular meeting of the Board of Trustees.~~

The Board may hear the appeal itself or may employ the services of a neutral hearing officer to conduct the evidentiary hearing and to provide the Board with a recommended decision. If the case is to be heard by a neutral hearing officer, the District and the Association representative shall attempt to reach mutual agreement on who will serve as the hearing officer. If they are unable to reach mutual agreement, the California State Conciliation Service shall be requested to provide a list of at least five neutral hearing officers. Upon receipt of this list, the parties shall strike names until one name remains. That individual shall be the designated hearing officer.

If the Board determines to hear the appeal itself, the appeal hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of District counsel, the Association representative, and witnesses. In any case in which the Board hears the appeal, the Board may utilize the services of counsel or a hearing officer to rule upon procedural questions, objections to evidence, and issues of law. The Board shall affirm, modify, or revoke the recommended disciplinary action.

If the appeal is heard by a neutral hearing officer selected by the parties, the neutral hearing officer shall recommend that the proposed disciplinary action be affirmed, modified, or revoked. Upon receipt of the hearing officer's recommended decision, the Board shall meet in closed session to consider the hearing officer's recommended decision. Each party shall be accorded the opportunity to present argument to the Board.

The Board's determination of the sufficiency of the cause(s) for disciplinary action shall be conclusive and **such determination** shall not be subject to the grievance procedure contained in Article IV of this Agreement.

Article V – Hours and Overtime

D Work Year

- 1 Effective 7/1/2018, the Athletic Trainer will increase from 180 to 194 work days.
- 2 Effective 7/1/2019, the Learning Center Office Assistant will increase work days from 207 to 212.

Article VII - Insurance Benefits

A. Health and Welfare Benefits

C. Benefits for part time employees:

For the 2020 benefit years 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, Holiday, and Vacations

C Holidays

- 1 Number of Paid Holidays – No change to existing language
- 2 Additional Holidays – No change to existing language

D Vacation Plan

- 1 Vacation Allocation - No change to existing language

Article XI - Wages and Employee Expenses

The District values the cost of 1% at \$179,140.

The total value of the wages and employee expenses is 6.70% for the 2018-19 and 2019-20 school years.

The breakdown of the 6.7% is listed below:

- **The total value of the on-schedule wages is 6.0% for the 2018-2019 and 2019-2020 school years. The CSEA bargaining unit may determine how the 6.0% is distributed between Salaries and/or Employee Benefits for the 2019-2020 school year and the 2020 benefit year.**
 - **There will be an increase to the CSEA salary schedule of 3.55% effective July 1, 2018 for the 2018-2019 school year.**
 - **There will be an increase to the CSEA salary schedule of 2.45% effective July 1, 2019 for the 2019-2020 school year.**

In addition, there will be a one-time payment of \$500 for the current bargaining unit members who are employed as of August 14, 2019 the value of which is approximately 1.1%.

- According to Article XII: D2, the collective bargaining agreement states that any increase of compensation as a result of reclassification shall become effective upon ratification by CSEA and approval by the Governing Board.
 - However, the current bargaining unit members who are employed as of August 14, 2019 in a classification that received an increase in range in the reclassification negotiation process, will receive a one-time payment equivalent to 0.7% of their annual salary as of July 1, 2018.
 - This 0.7% is on a one-time basis only and on a non-precedential basis as part of the 2018-19 contract negotiations between the District and CSEA on total compensation.

Article XII

D CLASSIFICATION AND RECLASSIFICATION

2 Reclassification:

See attached MOU on Reclassifications dated July 24, 2019 the value of which is approximately \$110,000.

E REOPENING OF NEGOTIATIONS AND NEGOTIATIONS OF SUCCESSOR CONTRACTS

1 Closure Clause

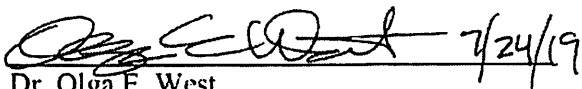
This proposal represents full and final agreement between the parties on all articles for the 2018-2019 school year and on Article VII: Insurance Benefits and Article XI: Wages and Employee Expenses for the 2019-20 school year.


2 Negotiation of Successor Agreement


For the 2019-20 school year, the parties to this Agreement shall submit initial proposals for a successor Agreement except those articles mentioned in E.1. above.

The foregoing is agreed to by the parties hereto.


ON BEHALF OF THE DISTRICT


Dr. Olga E. West
Assistant Superintendent, Human Resources


Amanda Phillips
Assistant Superintendent, Business Services


Gerald Conradi, District Legal Counsel

ON BEHALF OF CSEA


Karen Sainz
CSEA Bargaining Chair


Rachel Macías, CSEA President


Michael Breyette
Senior Labor Relations Representative


Handwritten initials and date: J³ Aug 24 2019