

NEGOTIATIONS UPDATE

Escondido Union High School District & CSEA

February 19, 2020

District Team:

1. Charan Kirpalani, Dir. HR
2. Amanda Phillips, Asst. Supt., Business
3. Jerry Conradi, Legal representative

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 19, 2020 was the third session of negotiations between the District and CSEA for the 2019-2020 school year. Our negotiation session started at 9:15 a.m. with introductions, and agreement on the day's agenda.

The District provided a list of employees who currently receive a bilingual stipend

CSEA provided the District with their 3rd proposal. The District and CSEA reviewed this proposal. The District caucused to further review CSEA's proposal.

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CSEA provided the District with their 4th proposal. The District and CSEA reviewed this proposal.

The District will further review CSEA's proposal and provide a counter proposal at our next negotiation session of February 28, 2020.

Documents included in this update:

- District Proposal #3 presented 2/19/2020
- CSEA Proposal #3 presented 2/19/2020
- CSEA Proposal #4 presented 2/19/2020

2/19/20
9:22 am

CSEA Proposal #3;
02/19/2020; Page 1

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

**CSEA Proposal to EUHSD #3
February 19, 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:

An employee wishing to transfer to another school or work location in the same classification may ~~annually, on or before June 1, file a Transfer Request form with the Human Resources Department.~~ **apply for transfer anytime of year if a vacancy exist by filing a form with the Human Resources Department.**

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. Extended Leave shall be defined as being out of work for **twelve (12) weeks** or longer.
2. When Bus Driver out on Extended Leave returns to work, Bus Drivers return to their prior assignments.

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.

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

F. Bilingual Stipend [New Language]

1. All bargaining unit members currently receiving the Bilingual Stipend shall be grandfathered and shall continue to receive the Bilingual Stipend which is compensated by (2) ranges of the CSEA salary schedule.

2. The District will develop a list of all bargaining unit members that are currently receiving the Bilingual Stipend and distribute list to CSEA per request.

3. Bilingual Stipend shall be granted to bargaining unit members when a Site Administrator or Department Director identifies that there is a need for additional bilingual support and also identifies a bargaining unit member that could fulfill bilingual services.

4. A Bilingual Stipend shall increase compensation by (2) two ranges of the CSEA salary schedule for bargaining unit members who only use their bilingual skills verbally.

5. When Site Administrator or Department Director identifies there is a need for additional support, the District may test bargaining unit members for a bilingual reading and writing skills. Bargaining unit members that pass the bilingual stipend test shall have increased compensation by **three (3)** ranges of the CSEA salary schedule.

6. CSEA shall have input as to what shall be on the bilingual test.

7. Employees receiving the bilingual stipend shall not be asked to use their skills for IEP meetings.

Article VIII – Leaves of Absence, Holidays, and Vacation

A. Paid Leaves of Absence: Status Quo

Tentatively agreed on February 19, 2020

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

Escondido Union High School District
Human Resources Director, Charan Kirpalani

2/19/20
11:53

**Escondido Union High School District
Proposal #3
to
California School Employees Association, Chapter 219
for the 2019-20 school year**

February 19, 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. **Any transfer request shall expire on June 30th of each school 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.

Article X – Transportation

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)

2/19/20
2:55 pm

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

**CSEA Proposal to EUHSD #4
February 19, 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

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b. Bus Driver Preference for Additional Hours

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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.

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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 the course and scope of their duties. Value of stipend is to equate to two (2) ranges on the CSEA salary schedule.

22. Employees covered under Article II, A, 20 shall not be asked to translate or interpret for IEPs and IEP meetings.

Article VIII – Leaves of Absence, Holidays, and Vacation

A. Paid Leaves of Absence: Status Quo

Tentatively agreed on February 19, 2020

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

Escondido Union High School District
Human Resources Director, Charan Kirpalani