

Successor Agreement Negotiations
to Contract Dated July 1, 2021 – June 30, 2022

Escondido Union High School District (EUHSD)
Proposal to
Escondido Secondary Teachers' Association (ESTA)

Proposal 1
May 11, 2022

Article I: GENERAL PROVISIONS

A. TERM OF AGREEMENT

This Agreement is a bilateral and binding agreement by and between the Escondido Union High School District and the Escondido Secondary Teachers Association/California Teachers Association/National Education Association (ESTA/CTA/NEA), entered into pursuant to Sections 3540-3549 of the Government Code of the State of California (Educational Employment Relations Act of 1975, as amended, for a ~~one~~ three year agreement beginning July 1, 2022, and ending ~~June 30, 2023~~ June 30, 2025.

B. RENEGOTIATIONS DURING TERM.

~~For the 2019-2020 school year, there will be no reopeners.~~

For the 2023-2024 and 2024-2025 school years there will be automatic re-openers for Article VIII, Salaries and Article IX, Employee Benefits.

Article III: EVALUATION PROCEDURES

H. COMPLAINT PROCEDURE

2. Within twenty five days, unless the applicable board policy or administrative regulation governing the investigation requires otherwise, the District will provide information of the complaint to ESTA and notify the employee that a complaint has been filed unless it jeopardizes the safety of minors or the integrity of the investigation.

Article IV: GRIEVANCE PROCEDURES

C. PROCEDURE

1. Level One
 - a. Informal

An aggrieved employee may first discuss the grievance with the immediate supervisor, either directly or through the Association's designated Grievance Representative, with the objective of resolving the matter informally. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Items or incidents to be grieved shall have ~~occurred~~ originated within ~~ninety (90)~~ twenty (20) days of the initiation of Level One "a" of the Grievance Procedure.

E. MISCELLANEOUS

3. Release Time for Grievance Processing

When it is necessary for a representative designated by the Association to ~~investigate a grievance~~ or attend a grievance meeting or hearing during the day, upon notice to the immediate supervisor by the President of the Association, the representative shall be released without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear in such investigations, meetings, or hearing as a witness shall be accorded the same right.

Article VI: LEAVES OF ABSENCE

A. GENERAL LEAVE POLICIES

2. Notification of Intent to Return

The employee shall notify the District of his/her intended return on or before ~~October 1~~ ~~December 15~~ in the event of a first semester leave and on or before March 1 ~~May 1~~ in the event of a second semester or one (1) year leave. This provision will be transmitted in writing to the employee at the time the leave is approved and one (1) month prior to the employee's deadline for notification of intent to return.

B. PAID LEAVES OF ABSENCE

8. Paid Pregnancy Disability Leave

c. Sick Leave Benefits During Pregnancy Leave

At the beginning of pregnancy disability leave, the unit member shall receive six (6) weeks (30 workdays) of paid leave during the contracted work year.

- ~~1. No non-paid calendar breaks shall be counted as part of the six (6) weeks~~
- ~~2. If the school year terminates before the six (6) week paid leave is exhausted, the employee may take the balance of the six (6) in the subsequent school year period.~~

After the six weeks of paid pregnancy disability leave, (paid pregnancy/disability leave of absence), sick leave benefits are in effect the same as for any other paid leave. This leave is only available during the contracted work year when the member is on leave for pregnancy related disability.

10. Sick Leave

k. Personal Business

Each employee is entitled to five (5) ~~ten (10)~~ days of personal business leave to use at their discretion. No more than three (3) consecutive days can be used without prior approval. This leave will be deducted from sick leave.

11. Parental Leave

b. Employees (mother or fathers, whether natural, adoptive, or foster parents) ~~shall receive five (5) calendar contract weeks of paid leave (25 paid service days)~~ are allowed to use available sick leave for purposes of bonding if the employee has worked for the employer for the last 12 months.

- ~~1. No non-paid calendar breaks shall be counted as part of the five (5) weeks~~
- ~~2. If the school year terminates before the five (5) week paid leave is exhausted, the employee may take the balance of the five (5) in the subsequent school year period.~~

c. The employee will ~~first~~ utilize all available leave time, ~~inclusive of the 25 parental leave days from 11b, then use~~ including sick, personal, vacation, and compensatory time. Once an employee has exhausted all available leave options, and continues to be absent on account of parental leave, the employee will be subject to differential pay.

Article VIII: SALARIES

A. CERTIFICATED SALARY SCHEDULE/GENERAL/SPECIAL EDUCATION PROGRAMS

~~Increase the certificated salary schedule (all cells and stipends including Adult Ed/CTE) as follows:~~

~~Effective July 1, 2022, all salary schedules shall be increased by 8.25% or no less than the percentage equal to the funded COLA per the final California state budget for 2022-2023, whichever is greater. If any other employee group receives an on-going increase more than the settlement amount finalized in this agreement, ESTA shall receive the same increase.~~

~~In addition, A one-time, off-schedule payment of 3.5% 2% will be made.~~

Article IX: EMPLOYEE BENEFITS

A. BASIC INSURANCE COVERAGE

5. ~~Beginning January 1, 2023, the district shall increase the benefit reserve cap ongoing, equal to the plan increase for the 2023 calendar year.~~ If an employee's selected plan has an annual cost that exceeds the District's maximum contribution, the employee shall pay tenthsly payroll deductions to cover the difference between the actual cost of the employee's benefit plan and the District maximum contribution.

B. MISCELLANEOUS PROVISIONS

8. Medical Insurance for Retired Employees

a. 5) The retiree medical contribution cap is split into two categories:

Retired age 55-65 = current cap at \$7,700, and

Retired age 65 + = current cap at \$7,700.

On January 1, 2013 the caps shall increase by \$300 to:

Retired age 55-65 = current cap at \$8,000, and

Retired age 65+ = current cap at \$8,000.

On January 1, 2023 the caps shall be as follows:

~~Retired age 55-65 = In no event shall the cap be less than the HMO single plan that a unit member receives with all the same benefits e.g. dental, vision, life. In the event that the HMO single person plan ceases to be offered this will be immediately renegotiated.~~

Article XI: ASSOCIATION RIGHTS

P. EMPLOYEE INFORMATION

5. The District shall provide ESTA with contact information specified in section P.3. above for each bargaining unit member three times each school year on September 30, ~~October 31~~, January 31, and May 31, ~~June 30~~.

Article XII: NEGOTIATIONS

F. RELEASE TIME FOR NEGOTIATIONS

The Association may designate up to six (6) representatives who shall each receive reasonable release time without loss of compensation to attend negotiations and impasse proceedings. The parties define reasonable release time as 8 full days of negotiations and 4 full days for negotiation preparation. The District shall also grant similar release time to the President or designee of the Association in the event he/she wishes to join the Association Negotiating Team.