

**TENTATIVE AGREEMENT BETWEEN THE
ESCALON UNIFIED SCHOOL DISTRICT ("EUSD") AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS'
ESCALON CHAPTER #345 ("CSEA") 2019-2020**

January 22, 2020

ARTICLE II - ORGANIZATIONAL SECURITY

2.1 Membership and Dues Deduction:

2.1.1 ~~District shall distribute CSEA-supplied membership application to new hires (but not make any statement suggesting workers must join). CSEA shall notify the District of the identity of unit members and the amount of dues deductions levied by CSEA on these members. District shall provide a jointly agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US (2018), expressing District's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.~~

2.1.2 ~~The District shall not interfere with the terms of any agreement between CSEA and the District's employees with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.~~

2.1.32 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

2.2 Dues Deduction:

- 2.2.1 The ~~employer~~ **District** shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 2.2.2 **The District's managers, supervisors and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.**
- 2.2.3 The ~~employer~~ **District** shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 2.2.4 There shall be no charge by the ~~employer~~ **District** to CSEA for **regular membership dues** deductions.

~~2.3~~ — **Membership Information:**

- ~~2.3.1~~ — ~~The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.~~
- ~~2.3.2~~ — ~~The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.~~
- ~~2.3.3~~ — ~~The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.~~
- 2.43 **Hold Harmless Provision:**
- 2.3.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee

organization to the employer to cancel or change membership dues authorization. The ~~employer~~ **District** shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

- 2.3.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE VI – HOURS AND OVERTIME

- 6.3.1 Any employee covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for a period of time not to exceed five (5) hours. The length of time for such lunch periods shall be scheduled by the District for a period of no longer than one (1) hour, nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.

- 6.3.1.1 Employees who work five (5) hours or more per day may request of their supervisor to work through their regularly scheduled lunch break and allow the employee to reduce their work day by half an hour.

ARTICLE XII – PAY AND ALLOWANCES

- 7.1.2.4 4.5 % increase to the salary schedule to all bargaining unit members retroactive to July 1, 2019.

ARTICLE XII – LEAVES

- 12.6.1 When an employee in this unit is absent from duty on account of illness, accident, or industrial accident/illness for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due the employee shall be 50% of the employee's regular salary. ~~for any month in which the absence occurs shall not exceed the sum actually paid a substitute employee employed to fill the employee's position during the absence. If a substitute is not hired as a result of this absence, the employee will be paid his/her full salary. Except as the District has in effect a salary schedule for substitute employees, the amount paid the substitute employee during any month shall be less than the salary due~~

~~the employee absent from duty.~~ The employee's absence(s) must be verified in writing by his/her physician.

ARTICLE XVI - LAYOFF AND REEMPLOYMENT

16.2 Notice of layoff

Classified employees who are to be laid off shall be notified in writing not less than ~~forty-five (45)~~ **sixty (60) days** prior to the effective date and shall be informed of their displacement and reemployment rights.

Failure to give written notice shall invalidate the layoff.

Once the Board approves the recommendation for layoff, the administration shall negotiate with the Association concerning the effect of the layoff, if any.

ARTICLE XXI – NEGOTIATIONS

21.2 Commencement of negotiations

Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

21.2.1 Both Parties agree to sunshine their negotiation openers during or before the first EUSD Board of Trustee meeting in November. A minimum of 4 negotiations sessions will be scheduled **and held** before the end of ~~February~~ **January**. Negotiations shall not cause undue hardship on the operation of the District. Parties agree that negotiation times shall occur during normal work hours, which are defined as dates and times that the District Office is open for business.

ARTICLE XXII – EVALUATION PROCESS

22.1 Probationary period

~~Each new employee shall serve a six month probationary period. Time spent on leave of absence shall not apply toward completion of the probationary period. Pursuant to Education Code section 45113(a), "[a] permanent employee who accepts a promotional position and fails to complete the probationary period . . . shall be employed in the classification from which he or she was promoted."~~

Pursuant to A.B. 1353, effective January 1, 2020, the probationary period for classified employees hired on or after January 1, 2020 shall be a period of six months or 130 days

of paid service, whichever is longer. For the purpose of calculating 130 days of service, consistent with the court's decision in CSEA v. Compton Unified School District (1985) 165 Cal.App.3d 697 and Education Code section 45301, holiday or vacation days shall count towards this calculation, but other days of leave, including but not limited to, illness leave, injury leave, bereavement leave, parenting leave or pregnancy leave shall not count towards 130 days of service so as to provide the district with a reasonable opportunity to observe and evaluate an employee's performance on the job before according him or her the status of permanent employee. (Randolph v. City of Los Angeles (1977) 67 Cal.App.3d 201, 205.)


ARTICLE IXXX - DURATION


Term of Agreement


- 29.1 This term of agreement shall be in full force and effect from July 1, 2019 through June 30, 2022.
- 29.2 For the 2020-2021 year the parties agree to reopen negotiations on Pay and Allowances, Health and Welfare Benefits and one (1) additional article to be selected by each party per year. For the 2021-2022 year the parties agree to reopen negotiations on Pay and Allowances, Health and Welfare Benefits and two (2) additional articles to be selected by each party.


Agreed to this 22nd day of January in Escalon, California.

Escalon Unified School District









CSEA

