

**CAMPBELL UNION SCHOOL DISTRICT  
AND  
CSEA AND ITS CHAPTER 868**

**TENTATIVE AGREEMENT  
November 14, 2017**

The Parties agree to the following to close all negotiations for the 2017-18 school year:

**ARTICLE 3 - ASSOCIATION RIGHTS**

**No Changes to 3.1**

**3.2 Association Leave**

**3.2.1 Leave Pay**

The Association President or designee may use one day of Association Leave per month from August through May (ten days total). The District and the Association president shall agree upon a schedule at the start of the school year. In addition, provided advance notice of at least two (2) days is given to the District. The Association may designate such members, as it deems necessary, who are Association representatives, to receive paid leaves of absence. The total number of such leaves will not exceed ~~forty (40)~~ twenty (20) hours for each fiscal year or major portion of each fiscal year. A paid leave of absence shall be granted to three (3) designated representatives for a maximum of five (5) days in order to attend the CSEA Annual Conference.

**3.2.2 [No Change]**

**3.3 Employee Rights**

**3.3.1 Participation in Employee Organizations:**

The District and CSEA recognizes the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the CSEA shall not be compulsory.

**3.3.2 CSEA Membership**

~~The District will provide a CSEA, Chapter 868 membership application in the information packet provided to each new employee within the bargaining unit. A unit member has the right to choose, either: to become a member of CSEA; or, to pay to CSEA a fee for representation Agreement during the services, or to refrain from either of the above courses of action upon the grounds set forth in Section 3.4.1 below. If and when the Human Resources Department plans a classified New Employee Group Orientation, CSEA will be given 15 minutes immediately following the orientation to provide information about CSEA.~~

### **3.3.3 3.3.2 Interview Committee**

The Parties agree that CSEA will have the right to have a CSEA representative serve on interview panels in accordance with Article 12 section 12.3.2. By August 1st of each year, CSEA Chapter 868 will provide the District with a master list of CSEA representatives eligible to serve. The master list will specify three (3) classified employees in each department who have been approved by the Executive Board. If the District wishes to have an alternative classified employee on the panel this may be done upon mutual agreement between Chapter 868 President and the District.

**No Changes to 3.4, 3.5, 3.6, 3.7**

**Add the following:**

### **3.8 Employee Orientations and Union Access to Information**

#### **3.8.1 Access to New Employee Information**

On or before the date of the regular paycheck of the month following hire, the District shall provide the Association President with the following information for any newly hired employee:

- a. Employee ID
- b. Name
- c. Job title
- d. Department
- e. Work location
- f. Work telephone number
- g. Home and personal cellular telephone numbers
- h. Personal email address
- i. Home address
- j. Hours per week worked (e.g. 40 or 30 or similar)
- k. FTE value (e.g. 1.00 or .75 or similar)
- l. Months per year worked (e.g. 10 or 12 or similar) or days worked per year
- m. Current status (e.g. on leave, active employee)
- n. Indicate whether CSEA Chapter 868 dues or agency fees are being deducted

#### **3.8.2 Access to Unit Member Information**

No later than September 1 of each school year, and every 120 days, after, the District shall provide the information in 3.8.1 above to the Association President for all unit members.

#### **3.8.3 Exceptions**

The District shall not be required to provide an employee's home and personal cellular telephone number or email address to the Association if the employee does not provide such information to the District, or if otherwise prohibited by law.

### **3.9 On-boarding and Orientations**

The Association shall have access to employees newly hired into positions within the bargaining unit during the District's new employees onboarding or orientation process, as follows:



- a. The District will provide a newly hired employee with informational materials from the Association during the employee on-boarding process. It is the Association's responsibility to prepare and duplicate such materials and make materials available to the District to distribute to newly hired employees.
- b. For employees hired at the beginning of the year, a group orientation will be held at the District's "Back to School Breakfast" or similar meeting. Thirty (30) minutes shall be provided to a CSEA Representative to address new bargaining unit members and provide information about CSEA. The CSEA Labor Relations Representative may also attend the orientation.
- c. For Campbell Care employees hired after the meeting in section b. above, CSEA shall be provided thirty (30) minutes to address new bargaining unit members and provide information about CSEA. This new employee orientation for Campbell Care shall occur on the second (2<sup>nd</sup>) Friday of every month during which new Campbell Care employees are hired. The District shall provide reasonable notice to CSEA of any needed scheduling change with this monthly orientation. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. The CSEA Labor Relations Representative may also attend the orientation.
- d. For each new bargaining unit member not covered by sections b. or c. above, the new employee may meet with a CSEA Representative for up to fifteen (15) minutes during the first workday on his or her site, or within the first week if the first day is not feasible. The CSEA Representative will coordinate with each Supervisor or designee to mutually agree upon a time. The District shall provide notice to the CSEA Chapter President and the site Principal/Supervisor of the hire of a new employee and their first scheduled day at the site. The CSEA Chapter President shall, as soon as practicable, provide the District notice of the CSEA Representative that will attend the orientation meeting. The CSEA Labor Relations Representative may also attend the orientation.
- e. CSEA shall be provided with up to forty (40) hours per fiscal year to release CSEA representatives for CSEA orientations and related travel. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. Should the release time described in this section be exhausted prior to onboarding all new hires within a fiscal year, the parties agree to negotiate additional time for the purpose of providing CSEA information to new bargaining unit members. CSEA representatives are responsible for reporting release time into the District's online and paper reporting.
- f. If an employee does not wish to spend the allotted amount of time in a CSEA orientation, the employee may so inform CSEA.

- g. The Parties agree that section 3.8 and 3.9 satisfy all notice requirements of Government Code Section 3556.
- h. The provisions of Article 3.8 and 3.9 may be grieved only by CSEA and its Chapter 868.

#### **ARTICLE 4 - COMPENSATION**

##### **4.1 Salary Schedule and District Contribution**

Total Compensation for 2016-17 shall be increased as follows:

On salary schedule increase, retroactive to July 1, 2016: 6.00%

Total Compensation for 2017-18 shall be increased as follows:

On salary schedule increase, retroactive to July 1, 2017: 4.00%

The salary schedules shall be attached as Appendix A and incorporated into this Agreement. The following provisions shall apply to the salary schedules attached as Appendix A.

#### **ARTICLE 5 - HEALTH AND WELFARE BENEFITS**

(Medical, Dental, Vision and Long Term Disability)

##### **5.1 District Contribution**

The benefits and providers for health and welfare programs shall be determined by the parties to this Agreement.

##### **5.1.1 Contributions for Full-Time Unit Members**

Effective January 1, 2016, for each full-time member, the District shall contribute up to an additional six hundred dollars (\$600) or the cost of Kaiser single, Delta Dental and VSP vision, whichever is less. The benefit contribution will not exceed eleven thousand four hundred thirty dollars (\$11,430).

Effective January 1, 2018, for each full-time member, the District shall contribute the cost of Kaiser single, Delta Dental and VSP vision. The benefit contribution will not exceed eleven thousand four hundred thirty dollars (\$11,430).



**TEMPORARY INCREASE IN HOURS – SIDE LETTER**

This Tentative Agreement includes the Side letter entitled “Side Letter Agreement on Pilot Program for Temporary Increase in Hours,” attached.

This Tentative Agreement is final upon ratification by CSEA and the Governing Board.

FOR THE DISTRICT

*Lynne Brundage*  
*EB*  
*Chris D.S.*  
*J. Kaatz*

FOR CSEA

*D.H.*  
*August*  
*Scott J. Marshall*  
*Bob*  
*Bob*  
*Bob*  
*Karen Balcunas*  
*Cheri Kuning*  
*Dan*