



*Pasadena Unified School District
Human Resources
Education-Employees-Excellence*

TO: Brian McDonald, Ed.D., Superintendent
Board of Education

FROM: Steve Miller, Ed.D., Chief Human Resources Officer

DATE: May 20, 2019

RE: CSEA Negotiations Update for May 17, 2019

The District held productive and positive negotiations with CSEA this past Friday, May 17, 2019 regarding the remaining reopener negotiations. The District and CSEA have concluded negotiations for the 2018-2019 school year baring the one issue identified below.

The District wishes to express appreciation for the leadership demonstrated by the CSEA negotiations team and looks forward to opening negotiations next year in a successor agreement.

Reopener Negotiations

The following are a list of articles which have been discussed and signed off with Tentative Agreements as they relate to negotiations with CSEA for the 2018-2019 school year.

Article XIX: Classification (TA, May 17th)
Article VII: Disciplinary Action (TA, May 17th)
Article XXIV: Employment Benefits (TA, May 17th)

Article XVII: Pay and Allowance:

CSEA and the District have reached a agreement for 2018-2019 with a 2% off-schedule to be paid in September 2019 for unit members employed as of June 30, 2019. In addition, the District has agreed to an increase of 1% on Step 7 of the salary schedule to be effective retroactive to January 1, 2019.

CSEA and the District anticipate discussing if CSEA can also sign off on a tentative agreement that would increase the regular salary schedule 3% for 2019-2020 effective July 1, 2019. CSEA rules and protocols prevent negotiating within and apart from the current contract year. That said, CSEA is seeking approval and the District is open to returning to the table this week if approval is granted by CSEA regional leadership.

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California School Employees Association and its
Pasadena Chapter 434

Reopener Negotiations 2018-19
Proposal #2

5/17/2019

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Article XVII – Pay and Allowances

17.2 Salaries

~~Effective July 1, 2015, a 3.0% increase shall be applied to all CSEA bargaining unit salary schedules.~~

~~Effective July 1, 2016, a 2.0% increase shall be applied to all CSEA bargaining unit salary schedules.~~

~~In the event that the District grants a salary increase effective July 1, 2014 June 30th, 2015, and effective July 1, 2015 June 30th 2016, greater in percentage than granted under this Agreement to any other represented unit (excluding the Pasadena Substitute Teachers United), the classified employees represented by CSEA 434 shall receive the same percentage agreement increase, as well as the same effective date. Such increase, in any, shall amount only to the difference between the increase granted to another unit and any increase negotiated pursuant to this agreement.~~

For school year, 2018-2019 the District shall pay a 2% off schedule payment for the 2018-2019 school year on all unit member salary schedules to be paid in September 2019 for unit members employed as of June 30, 2019.

In the event the District grants a salary increase for 2018-19 to any other represented unit, the classified bargaining unit shall receive the same percentage increase as well as the same effective date. This clause shall not be affected by agreements arrived at prior to the effective date of this Agreement.

17.9 Step Increments


The 7th Step on the CSEA salary schedule shall be increased by 1% effective January 1, 2019


Rosemarie Riley, chief union steward

Date: May 17, 2019


Carol Gerber, CSEA President

Date: 5/17/2019


Effie Yang, CSEA Labor Relations Representative

Date: 5/17/19



5-17-2019

CLASSIFIED SCHOOL EMPLOYEE ASSOCIATION
PASADENA UNIFIED SCHOOL DISTRICT
TENTATIVE AGREEMENT
May 17, 2019

ARTICLE XIX: CLASSIFICATION

19.1 Placement in Class

Every bargaining unit position shall be placed in a class.

19.2 New Positions or Classes of Positions

All new positions or classes of positions, created at the right of the District, unless specifically exempted by law or the provisions of this agreement, shall be assigned to the bargaining unit if the class description describes duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.

19.3 Incumbent Rights

When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new position. When a position or positions less than the total class is/or, reclassified, incumbents in the positions who have been in the positions (2) years or more shall be reallocated to the higher class. If an incumbent in such a position has not served in the position for two (2) (2008) years or more, then the position shall be open for examination.

19.4 Short-Term Substitute Employees

An individual employed in a replacement, temporary, limited term or substitute capacity shall be excluded from the unit.

19.5 Reclassification & Salary Reallocations

During the term of the Agreement, the Association and the District agree that no reclassification or salary range reallocations of individual bargaining unit positions will occur, except as may be mutually agreed to by the parties.

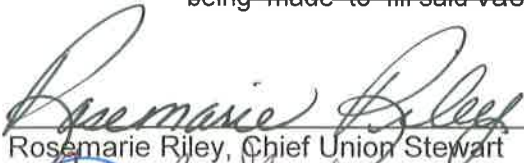
19.6 Long Term Absences

In instances when a bargaining unit member experiences a long term absence, and he/she is replaced during said absence by another bargaining unit member by assigning the latter to work out of classification in a replacement capacity, said replacement employee shall be allowed, at the District's discretion, to work out of classification for whatever period of time is necessary until the absent employee returns to service.

19.7 Vacant Position

In instances when a bargaining unit position becomes vacant and cannot be promptly filled on a permanent, ~~basis pursuant to the rules and regulations of the Personnel Commission and the District~~ the District may, at its discretion, temporarily fill such vacancy by assigning another bargaining unit member to work out of classification to fill said vacant position on an interim basis. ***The District shall provide a good faith effort to fill said vacancies within 120 days.*** ~~for no more than 120 days' whatever period of~~

~~time is necessary until the vacancy is filled permanently, providing a good faith effort is being made to fill said vacancies.-~~



Rosemarie Riley, Chief Union Stewart



Carol Gerber, CSEA President



Steven Miller, Chief Human Resources Officer

Date: May 17, 2019

Date: 5-17-2019

Date: _____

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CLASSIFIED SCHOOL EMPLOYEE ASSOCIATION
PASADENA UNIFIED SCHOOL DISTRICT
TENTATIVE AGREEMENT
May 17, 2019

ARTICLE VIII: DISCIPLINARY ACTION

8.1 Probationary Period and Permanent Status

8.1.1 The probationary period for bargaining unit members of the classified service shall be not more than 130 days of paid service rendered to the District. The probationary period of bargaining unit members shall commence on the date of their regular employment in the classified service of the District, as approved by the Board of Education.

8.1.2 During the assigned probationary period, any employee of the bargaining unit shall be subject to disciplinary action at the sole discretion of the District, including termination, and shall not have a right to a hearing with respect thereto.

8.1.3 Upon completion of the assigned probationary period by any bargaining unit member, such member is hereby designated as a permanent employee who shall be subject to disciplinary action, only for cause, as prescribed in this Article.

~~8.1.4 If either an employee, or the Association, or both, elect to utilize the disciplinary provisions contained in Personnel Commission Rules and Regulations, the provisions of Article VIII shall not be available to said employee or Association.~~

~~8.1.5 The Association shall encourage the use of the contractual disciplinary procedure (Article VIII), rather than the provisions and procedures established by Personnel Commission Rules and Regulations.~~

8.2 Hearings

A permanent bargaining unit member shall be subject to disciplinary action, including without limitations, demotions, reassignment, suspension, with or without pay, or termination, for any of the following causes:

8.2.1 incompetency or inefficiency;

8.2.2 absences and/or repeated tardiness without authority or sufficient reason;

8.2.3 insobriety or unauthorized use of narcotics or habit-forming drugs;

8.2.4 insubordination;

8.2.5 dishonesty;

- 8.2.6 conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District;
 - 8.2.7 immoral conduct;
 - 8.2.8 evident unfitness for service;
 - 8.2.9 physical or mental condition unfitting him/her for service;
 - 8.2.10 violation of, or refusal to obey the school laws of the state or rules and regulations of the District;
 - 8.2.11 knowing membership in the Communist Party, or any organization that advocates the overthrow of federal or state government: "It shall be sufficient cause for the dismissal of any public employee when such public employee advocates, or is knowingly a member of the Communist Party, or of an organization which during the time of his membership he knowingly advocates overthrow of the Government of the United States or of any state by force of violence."
 - 8.2.12 falsification or violation of the Oath of Allegiance or any other District document;
 - 8.2.13 any conduct inimical to the welfare of the School District or the pupils or employees thereof;
 - 8.2.14 District determination that assigned tasks of the employee are not being performed at a level of scope, skill or responsibility to warrant the current classification and/or salary.
- 8.3 Any bargaining unit member against whom disciplinary action is initiated by the District shall be given written notice by the Department of Human Resources of the specific charges against him/her. The notice shall contain a statement of his/her right to a hearing on such charges and the time within which such hearing may be requested, which shall be not less than five (5) working days after service of the notice on the employee. The following shall constitute a waiver of the employee's right to a hearing: failure to request a hearing within the time specified; or failure to appear at a requested and scheduled hearing before the Board.
- 8.3.1 The employee may exercise one of the following two options with regard to a disciplinary hearing: either request a hearing before the Board of Education; or request that the Association submit the matter to a hearing officer for processing. If the Association concurs with the employee request for utilization of a hearing officer, it shall so notify the Superintendent within the time lines provided in Section 8.3, above.
 - 8.3.2 Notwithstanding the other provisions of these sections, the Board reserves the right to determine whether or not the requested hearing shall be conducted by a hearing officer, or by the Board of Education itself. If the Association requests a

hearing before the Board, and the Board elects to use a hearing officer instead, the District shall pay for the full costs of said hearing.

- 8.3.3 Except in situations where a unit member's violation of the causes for discipline identified in sections 8.2.2 through 8.2.14 warrants immediate disciplinary action, the following progressive discipline steps shall be observed: ~~oral counseling, written counseling, including assistance for improvement, written warning/memo of concern, notice of unsatisfactory service.~~ **Verbal Warning with Conference Summary, Written Warning and Written Reprimand.**

8.4 Conduct of Hearing

8.4.1 Board of Education Hearing. If the Board elects to conduct a requested hearing before itself, said hearing shall be conducted in closed session, with the parties of interest present, under provisions established by the Board for such executive session matters. In addition, the employer and the charging party shall be entitled to rights provided for in Section 8.4.3.3, below.

8.4.2 The Board shall, in instances of disciplinary hearings which it conducts, communicate a written decision within thirty (30) days after conducting said hearing. The decision of the Board shall be final and binding on the parties.

8.4.3 Hearing Officer Procedure. If the Association requests and the Board elects to have a disciplinary matter processed before a Hearing Officer, the following provisions shall regulate said hearing process:

8.4.3.1 Hearing Officer

The hearing shall be conducted by a recognized Hearing Officer, selected by the District, from an agency of the State of California, the United States Government, the State of California, the County or other outside consultant recognized by the United States Government, the State of California, or the County.

8.4.3.2 Notice of Hearing

The Department of Human Resources shall set the matter for hearing and shall give the bargaining unit member at least five (5) working days notice by certified mail of the date and place of such hearing.

8.4.3.3 Rights of Employee

The bargaining unit member shall have the right to attend any hearing unless excused by the Hearing Officer, and shall be entitled to the following rights:

8.4.3.3.1 to be represented by counsel;

8.4.3.3.2 to testify under oath;

- 8.4.3.3.3 to compel the attendance of other employees of the District to testify in his/her behalf;
- 8.4.3.3.4 to cross-examine all witnesses appearing against him/her and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Officer;
- 8.4.3.3.5 to request impeachment of any witness;
- 8.4.3.3.6 to present such affidavits, exhibits and other evidence, as the Hearing Officer deems pertinent to the inquiry;
- 8.4.3.3.7 to argue his/her case.

8.4.4 The party attempting to substantiate the charges against the bargaining unit member shall be entitled to the same privileges.

8.5 Evidence

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

8.6 Exclusion of Witnesses

The Hearing Officer may at his/her discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

8.7 Burden of Proof

The burden of proof shall be upon the party attempting to substantiate the charges.

8.8 Findings and Decision

Upon completion of the hearing, findings of fact and conclusions of law shall be signed and filed by the Hearing Officer, which shall constitute his advisory decision. Written findings and conclusions shall be submitted by the Hearing Officer to the Governing Board through the Superintendent of Schools for its approval. If the Governing Board accepts such findings and conclusions, it need not read the record of the hearing; if it

declines to accept such findings and conclusions, it must read the record or hold a new hearing, after which it may adopt the findings and conclusions made by the Hearing Officer, or make its findings and conclusions. Unless the decision of the Board of Education provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his/her counsel or representative. Except for the correction of clerical error, such decision of the Governing Board shall be final and conclusive.

8.9 Report of Hearings

Hearings may be conducted without a stenographic reporter or phonographic machine unless the employee requests in writing, at least two (2) full days before the day set for the hearing, that such hearing be reported or recorded and pays, in advance, the cost or fee for such reporting or recording as estimated by the Superintendent or his/her authorized representative.

8.10 Transcripts of Hearings

Transcripts of hearings shall be furnished to the employee on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the administrator in charge of business affairs of the District. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

8.11 Continuance

The Hearing Officer may grant a continuance of any hearing upon such terms as he/she may deem proper, including in his/her discretion the condition that the employee shall be deemed to have waived salary for the period of continuance. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

8.12 Hearing Expenses

Except as provided for in Section 8.3.2, above, all costs of the disciplinary hearing, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the District and the Association. However, in the event that the District overturns the Hearing Officer award made in favor of the employee, as provided for in Section 8.8, above, the District shall pay the entire cost of the hearing expense.

8.13 Exclusion

This Article shall not be subject to the Grievance Procedure.

8.14 Except for judicial review, the provisions of this Article shall represent the exclusive and sole contractual remedy available to an employee and the Association on matters of disciplinary action.

Rosemarie Riley

Rosemarie Riley, Chief Union Stewart

Carol Gerber

Carol Gerber, CSEA President

Sam O

Steven Miller, Chief Human Resources Officer

[Signature]

Date: May 17, 2019

Date: 5/17/2019

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CLASSIFIED SCHOOL EMPLOYEE ASSOCIATION

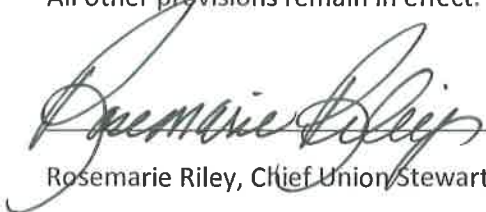
PASADENA UNIFIED SCHOOL DISTRICT

TENTATIVE AGREEMENT

May 17, 2019

The District shall pay any increases to Health and Welfare Benefits for the ~~2016-2017 (10/1/2016-9/30/2017)~~ and the ~~2017-2018 (10/1/2017-9/30/2018)~~ plan years. 2019-2020 (October 1, 2019-September 30, 2020)

All other provisions remain in effect.

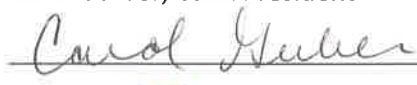


Rosemarie Riley, Chief Union Stewart

Date: May 17, 2019

Carol Gerber, CSEA President

Date: _____



Steven Miller, Chief Human Resources Officer

Date: 5/17/2019



5/17/19

Memorandum of Understanding

Between

California School Employees Association and its Pasadena Chapter 434 (CSEA)

And

Pasadena Unified School District

The parties agree that it is in the interest of the District and CSEA to have stability during the period in which the parties negotiate the successor agreement. To this end the parties agree as follows.

1. The parties agree to create a new collective agreement between CSEA and the District with a term of July 1, 2019 to June 30, 2022
2. The above referenced collective agreement shall embody all the specific terms of the agreement that expired on June 30, 2019, with the exception of the duration clause.
3. The parties agree that they will public notice (pursuant to EERA Section 3547) their respective proposals for successor agreement issues (other than the term) no later than September 1, 2019. The parties agree to commence negotiations on these proposals no later than September 30, 2019
4. Pursuant to the provisions of this agreement the parties shall have a free and unlimited right to make successor agreement proposals on any subject matter within scope, except for the previously determined duration clause.
5. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.
6. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed in accordance with this Agreement.

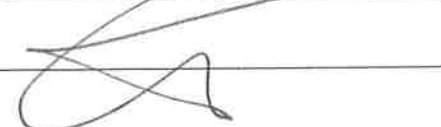
For the District:



Date:

May 17 - 2019

For the CSEA:



Date:

5/17/19