

January 25, 2019

Dr. Pamela Magee
Executive Director/Principal
Palisades Charter High School
15777 Bowdoin St.
Pacific Palisades, CA 90272

Re: Initial Proposal for 2019 Successor Contract Negotiations

Dear Dr. Magee:

This proposal is submitted for purposes of informing the public pursuant to the Government Code 3547. The Palisades Educational Support Personnel United requests that the Palisades Charter High School Board present this proposal at the next scheduled Board meeting.

The Agreement is subject to negotiations at this time. The union proposes to negotiate the following Articles and related Appendices:

~~8.4 — Agency Fee Obligation: Those employees who are currently members of PESPU, and who have a dues deduction in effect, shall continue to have such dues deducted from their salary payments. Each employee (as defined in this Agreement) after thirty (30) days of initial employment, is required as a condition of continued employment either: (a) to be a member in good standing of PESPU, or (b) to satisfy the agency fee financial obligations set forth in Section 8.4.1 below, unless qualified for religious exemption as set forth in Section 8.4.2 below.~~

~~8.4.1 — Unless the employee has (a) voluntarily submitted to the School an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to PESPU as evidenced by notice of same by PESPU to the School, or (c) qualified for exemption based upon religious grounds as provided in Section 8.4.2 below, the School shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to PESPU. The amount of agency fee to be charged shall be determined by PESPU subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, initiation fee and general assessments applicable to PESPU members. As to non-members who object to PESPU spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of agency fee charged shall not reflect expenditures which the courts or PERB had determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent provided by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. PESPU shall~~

~~comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge PESPU's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to provide any contractual terms or enforcement procedures under this Agreement. The School will promptly remit to PESPU all monies deducted, accompanied by a list of employees for whom such deductions have been made.~~

~~8.4.2 Religious Exemption from Agency Fee Obligations:~~

~~a. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay in lieu thereof (by means of mandatory payroll deduction) an amount equal to the agency fee, to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, as designated by the employee. Board of Education approved examples of such organizations are:~~

~~American Red Cross
American Cancer Society
United Way~~

~~b. To qualify for the religious exemption, the employee must provide to the School, with a copy to PESPU, a written statement of objection, along with verifiable evidence of membership in a religious body as described in a. above.~~

~~c. An employee utilizing this religious exemption status who requests PESPU to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by PESPU for the reasonable cost of using such procedures.~~

~~8.4.3 Implementation Dates: Any of the above described payment obligations applicable to employees shall be processed by the School with the payroll immediately following the effective date of the payment requirement, provided that the information is on file with the Payroll Services Branch by the deadline for filing time reports.~~

~~8.4.4 Indemnity/Hold Harmless: PESPU agrees to indemnify and hold the School harmless against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits, or other actions relating to the School's compliance or attempted compliance with either this Article or the~~

~~requests of PESPU pursuant to this Article, or relating to the conduct of PESPU in administering this Article. PESPU shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall School funds be involved in any remedy relating to this Article.~~

~~Any underpayments to PESPU resulting from the School's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s).~~

~~Any overpayments to PESPU resulting from excessive deductions shall be remedied either by refund from PESPU to the affected employee(s) or by a credit against future payments by the affected employee(s).~~

Article 11 – Leaves of Absence

11.10 Child Care Leave

11.10.1 (Unpaid): An unpaid leave may be granted to a permanent employee to care for such employee's own (including adopted) child of under three (3) years of age. Proper written application must be submitted to the employee's supervisor at least ten (10) working days prior to the commencement of such leave. The leave, together with any renewal thereof, shall not exceed thirty-nine (39) calendar months in duration.

11.10.2 (Paid) A unit member may use up to twelve (12) weeks of his/her sick leave for child care leave in the first twelve (12) months of the baby birth or placement after adoption.

11.19.3 Catastrophic Incidents, such as fire, floods or other acts of nature that cause school to be closed shall be determined to be Classified Holidays and not charged to any bargaining unit members leave days.

11.19.4 Those employees who either lost pay or leave day(s) due to the Woolsey fire shall have their pay and/or leave time restored on or before June 30, 2019.

11.20 VACATION

11.20.2 Accrual of vacation shall be determined based on the factors and in the manner set forth in the following table:

Vacation Accrual (adjust factors to provide following number of days):

<u>Years</u>	<u>Factor</u>	<u>Hours</u>	<u>Earned/Wk</u>	<u>Earned/Yr</u>	<u>Days/Yr</u>
1-4		40			10.00 -15.00
5-7		40			15.00 -20.00
8-10		40			20.00 -25.00
11-13		40			22.00 -28.00
14-15		40			24.00 -30.00

<u>16-17</u>	40	<u>26.00-32.00</u>
<u>18-19</u>	40	<u>28.00-35.00</u>
<u>20+</u>	40	<u>30.00-40.00</u>

11.20.5 A unit member may accumulate unused vacation up to an amount not to exceed that which the unit member earns in ~~48~~ thirty-six 36 pay periods (the employee’s “vacation cap amount”). Once the unit member has accrued vacation in an amount equal to the employee’s vacation cap amount, the unit member shall cease to accrue vacation until the unit member uses vacation in an amount sufficient to reduce the employee’s vacation balance below the employee’s vacation cap amount. All appropriate adjustments shall be made annually at the end of each fiscal year so that the employee’s earned vacation balance carried forward to the next fiscal year shall not exceed the employee’s “vacation cap amount”. Employees may be required to use accumulated vacation earned in prior years at a time convenient to the unit member which is approved by the immediate supervisor.

A unit member that is prevented or prohibited from taking vacation previously approved by the employee’s appropriate administrator, shall be permitted to exceed by that amount the vacation cap amount for the school year in question, but shall be required to reduce their vacation balance to the ~~48~~thirty-six 36 pay period cap amount by the end of the succeeding school year.

12.1 Wages and Salaries: The wages and salaries for Unit employees for the 2019-20 school years shall be as set forth in Appendix A of this Agreement.

12.1.1 The 2019-20 salary schedule will be increased by ~~three~~ six percent (6%), effective July 1, 2019.

12.12 Pay periods – there shall be two (2) pay periods per month.

20.1 Term: This Agreement shall become effective upon ratification of the parties from July 1, ~~2016~~ 2019 and shall remain in full force and effect, pursuant to its terms, to and including June 30, ~~2019~~, _____ and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days’ written notice.

- List any new position the positions that have been added to the bargaining unit in the Agreement where appropriate and to the salary schedule.
- And Related Appendices
- The Union reserves the right to bring any other issues at a later time.

For the Association,
Kevin Lorick, President
Palisades Educational Support Employees Union, CTA/NEA