

October 9, 2020

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

Re: Initial Proposal for 2020- 2021 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:

ARTICLE 9 – HOURS AND OVERTIME

9.9 There shall be no transfer of work or assignment of work which has been traditionally or customarily performed by Unit Members to non-Unit Members of the employer or to workers not employed by PCHS.

Article 12 - WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS, AND SPECIAL SALARY PRACTICES

12.1 Wages and Salaries: Amend 12.1 to include the following:

2019-2020: 0.5% on schedule, retro to 7/1/19, and 1.0% off-schedule bonus

2020-2021: 0.75% off-schedule

ARTICLE 15-REDUCTION IN FORCE

~~15.1—A reduction in force is defined as a reduction in the number of hours or number of days in a position due to programmatic changes or a reduction in funds and shall be preceded by sixty (60) days advance written notice to the unit member.~~

~~15.2—If a reduction in force takes place, PCHS will utilize seniority within classification to determine the order of layoff and any applicable bumping rights. In the case of a tie, the~~

~~following criteria will be used as a tiebreaker:~~

- ~~• Qualifications of the unit member~~
- ~~• Expertise within the classification~~
- ~~• Relevant knowledge (i.e. relevant training/certifications, etc.)~~
- ~~• Performance Evaluations~~

~~15.4 Unit members laid off shall be offered a vacant position for which he or she is qualified for a period of up to twenty-four (24) months from the date of layoff. In the event an employee on the re-employment list refuses an employment offer, he or she will be removed from the re-employment list~~

15.1 Layoff shall only be for lack of work, lack of funds, or discontinuance of a particular program that necessitates a reduction in classified staff.

15.2 Layoff Procedures

15.2.1 Seniority – The Order of layoff shall be determined by seniority within the classification of employment. Seniority shall be determined by first date of paid service within the classification. If two (2) or more Unit Members subject to layoff have equal seniority, then the layoff determination shall be made by lot.

15.2.3 Notice of Layoff- The District shall give sixty-(60) calendar day's written notice off layoff. Any notice of layoff shall specify the reason for layoff and identify by name, class and position, the Unit Member designated for layoff.

15.2.4 Bumping Rights - A Unit Member laid off from his/her present position may bump a less senior person within the classification or the Unit Member may bump into any classification in which the Unit Member has previously worked for which the Unit Member has sufficient seniority over others.

15.3 Recall

15.3.1 Laid-off Unit Members are eligible for reemployment in the class from which they were laid off for thirty-nine (39) months and shall be recalled in the reverse order of layoff and in preference to new Unit Members. Unit Member who take voluntary reduction in assigned time in lieu of layoff shall, in addition to the thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights.

15.3.2 If a Unit Member is recalled to a position other than the one from which he/she was laid off, the Unit Member shall have the first right to return to his/her original position.

15.3.3 The recall notice shall be sent by certified, return receipt letter to the laid off Unit Member's last known address.

Article 16 - PROFESSIONAL GROWTH PROGRAM

16.6 During student free days in the ~~2011-2012 school year, there shall be two (2) professional development days scheduled regarding technology, office skills and related subjects.~~ during the 2020-2021 school year, there shall be up to two (2) days of paid voluntary professional development scheduled.

ARTICLE 20 - TERM OF AGREEMENT

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.

ADDITIONAL ITEMS:

- The union proposes to list any new position the positions that have been added to the bargaining unit in the Agreement where appropriate and to the salary schedule.
- Open Any Related Appendices to the Article sunshined above
- 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

cc: Amy Nguyen
Penny Sevoian