



## California School Employees Association

EMPIRE UNION SCHOOL DISTRICT - CHAPTER 850

# **CHAPTER MEETING MINUTES**

**SEPTEMBER 13TH 2022 @ 5PM**

- 1.** Call to Order - CP Mazorra called the meeting to order at 5:03pm. Members present were: Brandon McCoy, Celia Contreras, Cindy Cromwell, Elizabeth Lopez, Cindy Bauman, Krystal Bonzi, Maggie Rosales, Rosa Carrasco, Travis Mazorra & Jo Espinoza (LRR).
- 2.** Additions to the Agenda - No members had any additions to the agenda at this time.
- 3.** Approval of minutes from May meeting - A motion was made by Travis Mazorra to approve the minutes; seconded by Cindy Cromwell. Without further questions and discussions, the minutes were approved as read.
- 4.** Treasurer's Report - Cindy Cromwell stated that the previous balance was \$5097.27. Two months worth of member dues were deposited on 6/8/22 (\$60) and 7/1/22 (\$60) totalling \$120. A reimbursement check was issued to Cindy Cromwell for \$195 and processed on 5/24/22 (reimbursement for purchasing thirteen \$15 gift cards for members who attended the last chapter meeting in May). A check was issued to Area E Director, Carmen Alessandro for \$15 and processed on 5/27/22 (for the purchase of a conference t-shirt for our delegate attending the CSEA Annual Conference). The ending balance for September is \$5007.27. The report was accepted without any questions.
- 5.** Old or Unfinished Business

a. Negotiations Update – The negotiation teams for the District and CSEA met on July 19, 2022.

- Tentative agreements were reached on Articles 4, 6, 9, 10, 13, 16, and 18.

Article 9 Compensation and Article 10 Benefits:

- A salary schedule increase of 8%, retroactive to July 1, 2022 was agreed upon.
- A \$2,000 one-time payment that is to be paid to bargaining unit members in June of 2023 for members who work at least 75% of the 2022/2023 school year was agreed upon. One-time payments will be prorated based on FTE.
- Effective July 1, 2023, the District contribution to health (health/vision/dental) benefit plans (single/couple/family) will be increased to the amount of \$10,200 annually (\$850 per month) for a bargaining unit member employed at 1.0 FTE. Prorated at .99 FTE or below. There shall be no cash-in-lieu payment.

Article 4 Transfer:

- 12-month probation period was changed to 6 months.

Article 6 Holidays & Vacations:

- By July 15th of each school year, each classified employee shall provide a proposed vacation schedule to his/her supervisor for the current school year. The supervisor will evaluate work requirements and operations when considering the proposed vacation schedule. If a classified employee's proposed vacation schedule cannot be granted, the supervisor and classified employee shall discuss alternatives. The parties agree the vacation schedule may be subject to change due to unforeseen circumstances. All classified employees should take vacations during school recess periods during the year in which it is

earned (or during the summer recess period immediately following the year in which it is earned). However, up to six (6) days of vacation, per year, may be taken by an eligible employee on days when students are in attendance or at other times convenient to the District. All vacations must be approved in writing in advance by the employee's supervisor. An employee may carry over up to 5 days of vacation time subject to Superintendent or designee approval.

#### Article 13 Seniority / Layoff

- Reduction or elimination of services. In the event of a reduction or elimination of service being performed by any department, affected permanent employees shall be given notice of the layoff no later than March 15th and they shall be informed of their displacement rights, if any, and reemployment rights. The layoff of permanent classified employees as a result of an expiration of a specially funded program shall be provided notice not less than 60 days prior to the effective date of the layoff.

#### Article 16 Organizational Rights

- The District shall provide CSEA with notice and access to its new employee orientations or within 30 days of a newly hired employee's start date, and the new employee is working in person, CSEA shall be entitled to schedule an in-person meeting at the worksite during employment hours, during which a newly hired employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of meeting with CSEA. During this meeting, CSEA shall be permitted to communicate directly with newly hired employee in the applicable bargaining unit for up to 30 minutes on paid time. During CSEA's orientation session, no District manager or

supervisor or non-bargaining unit member shall be present.

#### Article 18 Duration

- Tentative agreement. This agreement shall expire on June 30, 2025. For the 2023-2024 and 2024-2025 school years, this agreement shall be reopened for negotiations on Article IX, Compensation, Article X Benefits, and two (2) articles selected by CSEA, and two (2) articles selected by the District. The parties agree to negotiate a successor agreement following the expiration of this contract. If during the 2022-23 school year, the District reaches a final, ratified agreement with any other group of District employees (ETA, CEC or management) which provides for an across-the board ongoing increase to the salary schedule that is greater than negotiated with CSEA, then CSEA shall receive the same negotiated ongoing increase ("me too") for the 2022-23 school year with the same effective date. If during the 2022-23 school year, the District reaches a final, ratified agreement with any other group of District employees (ETA, CEC, or management) which provides for an across-the board increase to the District's contribution towards health insurance benefits that is greater than negotiated with CSEA, then CSEA shall receive the same negotiated ongoing increase ("me too") for the 2022-23 school year with the, same effective date.
- MOU's presented by the district are as follows:
    - Bus Driver Stipend
      - Any qualifying bargaining unit member (Bus Driver, Dispatcher/Secretary, General Duty Worker), employed as of July 1, 2022 is eligible to receive two payments of \$1000 for a total of \$2000 less applicable payroll taxes and

other required deductions during the 22-23 school year. The payments will be made on the mid-month check in December 2022 and June 2023. See full MOU document for criteria on which employees will receive the bus driver stipend. Contact Travis if you wish to be sent a copy of this MOU.

Transportation 22/23 school year

- This MOU is regarding EUSD's use of Hughson Unified School District's transportation services when necessary or as a backup.

On August 1<sup>st</sup> 2022 our chapter met to vote on the tentative agreements for our successor contract and the two MOU's (mentioned above). All three items passed unanimously and were ratified by our CSEA members. On August 4<sup>th</sup> 2022 the EUSD board members met to vote on the tentative agreements for our successor contract and the two MOU's. All three items were approved by the board.

**b.** Chapter Website Update – Our chapter website's address is **[csea.com/chapters/850](http://csea.com/chapters/850)**. Travis stated that on our website you will find chapter contacts, chapter meeting schedule, meeting agendas and minutes, our current contract between CSEA and the district, our chapter constitution and bylaws and a photo gallery containing photos of each of our 6 campuses, featured member benefits, etc. Travis mentioned that on September 12<sup>th</sup> he uploaded our new contract, new constitution, May chapter meeting minutes and September chapter meeting agenda to our website.

**c.** River Delta Member Recognition - CSEA is held a member recognition event called "Stronger Together" at 11am on Saturday, May 14th at the Yosemite Lake Rotary Cove I in Merced. This event celebrated individuals who have made CSEA stronger and better throughout our service area. Food, games and prizes were available during the event. Jo Espinoza attended this event and mentioned it was a lot of fun, lots of people were there.

**d.** CSEA Annual Conference – CSEA'S 96th Annual Conference as held July 24 - July 28, 2022 in Las Vegas, NV. Next year's conference will be held in Reno, NV.

**6.** New Business

**a.** Updated Constitution & Bylaws for Empire 850 – The last approved constitution on file for Empire Union Chapter No. 850 is dated August 16, 2008. HQ has made several changes to the language and format, including the mandatory language updates required to bring the document into compliance with Policy and chapter constitution guidelines. Mandatory changes do not require membership approval. Therefore, mandatory changes have been made as follows:

- Job Stewards are referred to as Union Stewards, therefore all references to Job Stewards have been changed to Union Stewards.
- Public Relations Officers are now referred to as Communications Officers therefore, all references to Public Relations Officer have been changed to Communications Officer.
- All references to fair share or service fee payers are deleted.
- Article II, Section 2 and Article V, Section 6(f) – Signature of chapter treasurer is no longer required on membership application and application is now directly forwarded to CSEA Headquarters.
- Article II, Section 3(b)(4) and Section 4(a) – Requirement for advanced notice for termination/resignation of membership.
- Article II, Section 4(b) - 2016 Resolution 1 removed the drop period for membership.
- Article III, Section 1(a) and 1(a)(1) – 2017 Resolution 1 raised the cap for Association dues therefore new cap is reflected.
- Article VII, Section 1 – The use of debit cards is strictly prohibited.
- Article VII, Section 2 – Clarification to authorization for expenditures under \$100.

- Article XIII – Policy 610.9.06 requires that negotiating committee submit to the chapter membership a statement recommending ratification therefore, sections 4(a) and 4(d)(1) have been changed to reflect this.

The following amendments were approved by the chapter membership on December 7, 2021:

- Article IV, Section 4 – Adopt online balloting for chapter officer elections.
- Article VI, Section 4 – Add electronic meeting language.
- Article XIII, Section 4 – Adopt online balloting for contract ratifications.

**b.** Site Reps – Jo Espinoza mentioned that CSEA offers a Site Rep Revitalization Program and each year LRR’s target one chapter in their service area for extra support. This year Empire 850 has been selected for this program. Jo will be helping our chapter recruit some site reps (one CSEA member at each of our sites/campuses) and we will be putting up a CSEA bulletin board at each site (possibly in the kitchens or staff lounges at the sites). The site rep program is a really great program to help out with when members are just getting involved. They are not required to represent any member in discipline or representational matters. They are liaisons at the school sites that help get information to members from the e-board and the negotiations team. They provide contact information to members in the event that a member has a question or needs the assistance of the Labor Rep or E-board, and they help with keeping the site bulletin board updated with current information. Cindy Cromwell volunteered to be a site rep at Glick Middle School. Celica Contreras volunteered to be a site rep at Sipherd Elementary School. Maggie Rosales volunteered to be a site rep at Hughes Elementary School. Brandon McCoy volunteered to be a site rep at the Maintenance Yard. We still need Site Reps for Stroud, Capistrano & Empire. If anyone is interested in becoming a Site Rep, please reach out to Travis or Jo. There can be more than one Site Rep per site.

**c.** M&O Academy - CSEA will be offering two in-person Maintenance & Operations Academies this fall. The M&O Academy includes a professional development opportunity to earn OSHA 10 certification. The OSHA Outreach Training Program provides workers

with basic and more advanced training about common safety and health hazards on the job. CSEA is offering two opportunities to complete your OSHA 10 certification. This is a two-day training (must attend both days for course completion). Registration is \$25 and is open to CSEA members only. Those who complete the course will receive a lifetime OSHA 10 certification card. Please allow for 4-6 weeks after completion of the course to receive the card. For more information contact Travis or email [memberbenefits@csea.com](mailto:memberbenefits@csea.com).

**d.** Juneteenth Litigation Update - CSEA is sharing the following information on a recent court certification on the path to enforce Education Code holiday requirements. In August CSEA obtained a ruling from Alameda Superior Court Judge Brad Seligman certifying CSEA's lawsuit over the paid Juneteenth holiday as a defendant class action. This unusual victory\* means that all districts in the state who refused to commit to a paid Juneteenth holiday and whose CSEA chapters signed onto the suit will automatically be covered by CSEA's pending lawsuit UNLESS the district goes to the trouble of hiring its own lawyer and opting out of the class. CSEA filed this class-action lawsuit in January 2022 to enforce Education Code sections 45203 and 88203. CSEA's position is that these Education Code sections grant classified employees a paid holiday for Juneteenth because the holiday was "appointed by the President," as the Ed Code sections prescribe, when President Biden took action to create the federal holiday in June 2021. The defendant class will be represented by lawyers for Alameda USD, Palo Alto USD, Mt. Diablo USD, Foothill DeAnza CCD, and State Center CCD. CSEA expresses its appreciation to the chapters in these districts for standing tall against the employers that have denied our members what we believe are their rights under the Ed Code. By September 9, we expect the Court to approve a final order certifying the class. Opt-out notices will be sent shortly afterward to all districts that are part of the class. Only employers whose CSEA chapters have previously submitted a representation form for this lawsuit, and where the district has not yet settled the Juneteenth issue, are part of the defendant class. After notices to class members have gone out, CSEA will make its arguments to the court about the central issue in the lawsuit that the Ed Code requires a paid Juneteenth holiday for classified employees because President Biden "appointed" a holiday for that day. CSEA is not alone in this view. School & College Legal Services, a joint-powers agency that provides legal advice to management, shares our legal



analysis. Because those Ed Code sections set basic terms of employment, the holiday is a nonwaivable statutory right for all classified employees. The exact schedule for the later stages of the lawsuit isn't fully set, but we hope to get a ruling from the Superior Court early next year. \*Over the years courts have certified many thousands of plaintiffs' classes, but this certification of a defendants' class is believed to be the first of its kind in the history of education unions in this state. "This case involves one of the rarest types of complex litigation, the defendant class action. Defendant class actions are so rare they have been compared to 'unicorns.' CIGNA HealthCare of St. Louis, Inc. v. Kaiser, 294 F.3d 849, 853 (7th Cir. 2002)." Bell v. Brockett, 922 F.3d 502 (4th Cir. 2019).

- 7.** Good of the Order – No members had anything to add at this time.
- 8.** Adjournment - Meeting was adjourned by CP Mazorra at 5:47pm.