

**Tentative Agreement
MVWSD and CSEA
2nd Year Reopener Negotiations
December 7, 2017**

The Mountain View Whisman School District (District) and California School Employees Association (CSEA) have completed 2nd Year Reopener Negotiations and have reached a comprehensive tentative agreement to be presented to CSEA members for ratification and the Governing Board for approval.

Except as amended in this tentative agreement and the attachments hereto, the current Collective Bargaining Agreement (January 1, 2017 through June 30, 2019) shall remain in full force and effect:

Article 3. Evaluations

Issue withdrawn by CSEA on November 6, 2017

Article 7. Vacations

Tentative Agreement. No contract language, but the District shall amend the AESOP form to omit "unpaid leave" as an option on the pull-down menu, and if possible, replace this with a way to direct employees to 12.5 (Leave of Absence – General Provisions)

District and CSEA agree to amend this Article to reflect the current probationary period

Article 12. Leaves

Tentative Agreement on Judicial Leave, District accepts CSEA's November 1, 2017 proposal (attached).

Tentative Agreement on bonding leave. Signed Side Letter TA is attached.

Article 14. Compensation and Benefits

Prorated benefits issue, withdrawn by District on November 1, 2017.

14.1 The salary schedule for ~~2016-17~~ 2017-18, effective July 1, ~~2016~~ 2017, shall be as set forth in Appendix A. The salary schedule shall contain (7) experience steps.

[2017-18 schedule to implement an increase of 6.7%, effective July 1, 2017]

**CSEA's Comprehensive Proposal to MVWSD
2nd Year Reopener Negotiations
November 1, 2017**

Except as amended in the proposal, the current Collective Bargaining Agreement (January 1, 2017 through June 30, 2019)

Article 3. Evaluations

Tabled by CSEA

Article 7. Vacations

No contract language, but the District shall amend the AESOP form to omit "unpaid leave" as an option on the pull-down menu, and if possible, replace this with a way to direct employees to 12.5 (Leave of Absence – General Provisions)

CSEA accepts to amend this Article to reflect the current probationary period

Article 12. Leaves

CSEA proposes additional language to section 12.4 (Judicial Leave) as follows:

12.4.1 No language change

12.4.2 An employee shall be granted a leave to appear for jury duty, in the manner prescribed by law. Unless otherwise required by law, the employee shall be entitled to leave without loss of pay for any time required to perform jury duty. The District shall pay the employee the difference, if any, between the amounts received for juror fees and the bargaining unit member's regular rate of pay. In order to receive leave for jury duty, the employee shall provide supporting documentation regarding the requested jury leave and juror fees upon request by the District. Any meal, mileage, and/or parking allowance provided the bargaining unit member for jury duty shall not be considered in the amount received for jury duty.

CG 11/6/17
MV 11/6/17
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[12.4.2 – 12.4.7 To be renumbered to account for addition of 12.4.2]

12.7 (Pregnancy Related Disability Leave) – No language change; assure all provisions are compliant

12.8 (Unpaid Family and Medical Leave) - No language change; assure all provisions are compliant

12.9 (State Paid Family Leave) - No language change; assure all provisions are compliant

AB 119 New Employee Orientation

Tentative Agreement reached on November 6, 2017. Signed Side Letter TA is attached.

Date: 12/7/17

CSEA:

[Signature]
Chapter President
[Signature]
(CSEA LRR)

District:

Carmen D. Alupelo
Chief Human Relations
officer

**Mountain View Whisman School District and CSEA
New Employee Orientation
Side Letter
December 7, 2017**

In compliance with AB 119 (Government Code sections 3555-3559), the District and CSEA agree to a Side Letter as follows:

1. ACCESS TO NEW EMPLOYEE ORIENTATIONS

For purposes of this agreement, "newly hired employee," "new hire" or "new employee" means any employee whether permanent, full-time, part-time, hired by the District and who is still employed as of the date of the new employee orientation addressed in this agreement including previously hired employees who are promoted or transfer to a new position, and employees who resign from District employment and then return to District employment.

The District shall provide the Chapter President not less than 10 days' electronic notice in advance of an orientation, except that shorter notice may be provided, with the agreement of CSEA President or designee, or in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

The Chapter President or his/her unit member designee shall receive release time to attend new employee orientation meetings (up to 1.5 hours per orientation). If the orientation occurs after the employee assumes paid status, the new employee shall receive 30 minutes of release time to meet with the Association representative during the orientation. This is in addition to release time already provided in the collective bargaining agreement.

2. UNIT MEMBER INFORMATION

The District shall provide CSEA with a list of names and contact information for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire and a list of all unit member names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically (in the electronic format in which the District holds the information, preferably on an excel spreadsheet, to be uploaded to a specified location), and shall include:

- First name, middle initial and last name;
- Suffix (e.g. Jr., III);
- Job title;
- Department;
- Primary worksite name;
- Work telephone number;
- Home street address including apartment number, city, state and zip code (5 or 9 digits);
- Home telephone number (10 digits);
- Personal cellular telephone number (10 digits)

- Personal email address on file with the District;
- Social Security number (last 4 digits only);
- Birth date;
- Employee ID;
- Hire date;
- CalPERS status (y/n)

3. GRIEVABILITY

This Side Letter is grievable only by CSEA.

4. DURATION OF AGREEMENT

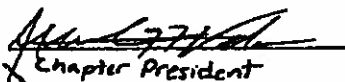
- a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other, outside of reopener or successor agreement negotiations, of its desire to modify the Side Letter agreement.
- b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.


DISTRICT:



Date: 12-7-17

CSEA:


Chapter President


(CSEA LRR)

Date: 12/7/17

Tentative Agreement

SIDE LETTER AGREEMENT BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #812

The Mountain View Whisman School District and the California School Employees Association Mountain View Whisman Chapter #812 agree to this Side Agreement relating to Parental Leave for Classified Employees.

1. Effective November 30, 2017, a classified employee on parental leave who has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent shall be compensated according to the differential pay system in use for the remaining portion of the 12 week period, whether or not a substitute has been employed. The employee is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave.
2. For the purpose of this Agreement, "Parental Leave" is defined as leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with an adoption or foster care of the child by the employee.
3. Any misinterpretation or misapplication of this Side Letter is subject to the grievance procedure in the Collective Bargaining Agreement.

DISTRICT:

Carmen D. Mupels

Date: 11-6-17

CSEA:

Amal [Signature]
(CSEA President)
[Signature]
(CSEA Clerk)

Date: 11/6/17