



Poway School Employees Association
May 2, 2014

Negotiation Update No. 1

On Friday May 2nd, the PSEA Negotiation Team and the District met for the opening session of our annual reopener negotiations, in which we negotiate changes to Health & Welfare (Article 8), Wages (Article 14), and two (2) additional articles per side. At the table for the District were Tracy Hogarth, Dawn Zwibel, Debby Wulff, Genny Girtten and legal counsel Gerald Conradi. For PSEA were Lynnette Turner, Linda Farmer, Yoenda Dornan, Dianne Zimmerman and legal counsel Ricardo Ochoa and Dovie King.

The first item of business was reaching agreement on the implementation of the “Me Too” clause for the 2013-2014 school year. This clause, which PSEA successfully added to the Agreement last year, ensures that any salary improvements for other employee groups are also provided to PSEA-represented employees. **PSEA and the District agreed that all PSEA-represented employees will receive an additional 0.5% salary increase retroactive to July 1, 2013, as well as an additional 1.0% salary increase retroactive to January 1, 2014.** The District informs PSEA that these salary increases should appear on the July pay warrant, and the retroactive wage payments will be processed by August. Please note that these increases are in addition to any wage increase that PSEA negotiates for the 2014-2015 school year.

In addition, **PSEA and the District agreed to the development of an ongoing professional growth program for PSEA-represented employees**, which will be funded by a recurring District contribution of \$172,000 per year, starting on July 1, 2014, plus an additional one-time contribution of \$86,000 for the 2013-2014 school year. The details of this program will be worked out in the course of these reopener negotiations, but the funding is now guaranteed.

What’s more, given its robust funding levels, **PSEA was successful in persuading the District to redirect \$343,000 from the Post-Retirement Health Insurance Benefit Fund in order to make a one-time rebate to all benefit-eligible PSEA-represented employees.** The precise amount that each employee will receive remains to be calculated, but we anticipate that affected employees will receive lump sum payments of hundreds of dollars by the August 2014 pay warrant.

The parties also discussed Section 11.3 of the Agreement, dealing with the frequency with which experienced permanent employees are evaluated. The current Agreement states that employees are evaluated annually until they reach Step 5 of the Salary Schedule, at which point they are evaluated every other year. After some discussion, PSEA and the District agreed to modify Article 11.3 to shorten the length of time during which employees are evaluated annually, so that employees will now be evaluated annually until they have completed three (3) years of service in a classification, at which point their evaluations will take place every other year.

PSEA also presented its proposal to make various changes to Article 7 (Vacation). PSEA’s proposal is designed to improve our vacation accrual rate in order to be on par with other school districts (and avoid employees going AWOP), provide greater opportunities to cash out excess vacation accruals, and

allow employees greater flexibility concerning the usage of vacation time. PSEA presented the District with data from other school districts in the County, showing that PUSD currently falls short in vacation accrual rate when compared to other school districts. The District indicated interest in various parts of our proposal, but expressed a desire to do further research before providing a counter-proposal.

Finally, PSEA and the District agreed to language incorporating into the Agreement two recent MOUs: one providing employees with less than a 12-month contract an incentive (in the form of a stipend) to defer jury duty to recess period; and the second clarifying how the recent Pension "Reform" legislation is applied when an employee is a "classic" member of CalPERS but is newly-hired by the District, as well as when a "classic" CalPERS member is laid-off by, or resigns in good standing from, the District and is subsequently reemployed.

The parties finished the session by setting an agenda for the next negotiation date, which will be on Friday, May 9th. Among the topics which the parties are scheduled to discuss are: Summer Assignments (Article 5.6); Vacations (Article 7); and Professional Growth (Article TBD).

The PSEA Negotiation Team will continue to forcefully and respectfully advocate for the interests of classified employees, and we are pleased that the atmosphere of mutual respect which PSEA has been working on building with the District has continued into these reopener negotiations. As always, however, our ability to win improvements for classified employees depends on having an active and engaged membership. If you have not yet signed a PSEA membership application, be sure to contact your PSEA Site Representative, or call the PSEA office at (858) 859-7968.