



Poway School Employees Association  
July 2, 2014

Negotiation Update No. 3

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Since our last update, PSEA and the District have met for reopener negotiations on May 29, June 2, and June 25. While we have made some progress in certain areas, it is clear to us that significant obstacles remain to reaching a satisfactory agreement on the reopened articles.

### **THE GOOD NEWS**

Summer Work. PSEA and the District reached a tentative agreement on the District's proposed modifications to Article 5.6 (Summer and Recess Assignments). The modifications update the language of the section and clarify what pre-requisites are necessary for positions in the summer, while ensuring that qualified individuals have the opportunity to apply for this extra work.

Professional Learning. PSEA presented its proposal on a new Professional Learning Program, and the parties have had thorough discussions over this proposal. The District has already agreed to fund this program with a contribution equal to 0.44% of our unit's salaries (approximately \$172,000 per year), and we are simply negotiating over how to structure the program going forward. At this point, PSEA and the District have conceptual agreement and are finalizing the language in a few sections. We anticipate reaching a tentative agreement on this section at our next session.

### **THE BAD NEWS**

Health & Welfare. As you know, PSEA has consistently been pushing for classified employees to be treated as equals in the District. This year, we decided to dig deep into the reasons why supervisors, management, and certificated staff pay so much less for health insurance than do PSEA-represented employees. In these last few negotiation sessions, we learned of at least three ways in which classified employees are given lesser benefits than others at the District.

- First, classified employees are the only ones whose District contribution for premiums is tiered based on the number of hours worked. All other benefitted employees receive the same District contribution for their health insurance as do full-time employees (meaning a secondary school teacher working 75% time gets the same District contribution for premiums as does a full-time teacher).
- Second, the District guarantees to all supervisors, managers and certificated staff that it will pay the entire cost of the premium for employee-only coverage under one of the two basic HMO plans offered, regardless of how fast health insurance costs rise, whereas no such guarantee is made to classified employees, resulting in some classified employees having to pay hundreds of dollars out of pocket for employee-only coverage under the non-Kaiser basic HMO pan.

- Third, on top of its base contribution for insurance premiums, the District kicks in an additional \$4 million of “premium supplement” funds to buy down the cost of health insurance premiums for PFT-represented employees, whereas it only contributes \$41,772 of its money towards premium supplements for PSEA-represented employees.

As a result of these inequities, many of our members end up paying thousands of dollars (and in some cases tens of thousands of dollars) more for health insurance than do supervisors, managers, and certificated staff. Armed with this data, PSEA proposed changes to Article 8 (Health & Welfare) that would bring our health insurance coverage up to par with what is given to APSM and PFT. While the District has not yet provided a formal response to our proposal, it did suggest that the cost of providing us with an equal contribution to our benefits should be deducted from any salary increase we negotiate – which would undermine the whole notion of equalizing the benefit contributions, since it would result in classified employees’ wages falling further behind. PSEA made it clear to the District that any increased costs as a result of providing us with parity should be borne by the District, not by its lowest-compensated employees. We will continue to push the District to correct the inequity of the current system, by eliminating the tiered contributions and increasing the District’s contribution of “premium supplement” funds to be significantly higher than 1/100<sup>th</sup> of what it contributes to certificated staff.

Restoration of Hours and Positions. One of PSEA’s goals in these negotiations was to ensure that hours and positions lost during the Great Recession were restored now that the State Budget has improved (thanks in no small part to Prop. 30). We had hoped for some progress in this area by now, given that the Superintendent on June 2 stated, in his public response to the District’s DAC and DELAC committees’ recommendations for the Local Control and Accountability Plan (LCAP), that “we continue to work on staffing schools to the levels they were staffed prior to the budget cuts begun in 2007-2008.”<sup>1</sup> Despite this commitment by the Superintendent, however, the District informed us at the last negotiation session that not only were they rejecting our proposal for specific restorations of positions and hours, but their position was that there would be **no** restoration of positions and hours for the 2014-2015 school year. Not only does this refusal to restore hours conflict with the Superintendent’s statement to the DAC and DELAC Committees, but it also is at odds with the District’s commitment last year to work together with PSEA to explore the possibility of creating more benefitted positions at the District. Nevertheless, PSEA will continue to push for the restorations needed to be able to adequately staff the District, both at school sites and at the District Office.

Vacation. Despite having agreed with PSEA that the District lags behind other Districts on the rate of vacation accrual for classified employees (particularly with respect to new employees), and despite previously expressing some interest in PSEA’s proposal to expand employees’ ability to cash out excess accrued vacation, the District responded to our proposal on Article 7 (Vacation) by proposing to maintain the status quo. PSEA responded with modifications to its original proposal to address a few of the District’s stated concerns, and will continue to press for improvements in this Article.

Wages. The District informed PSEA that the state budget for 2014-2015 contained funds for wage increases equivalent to a 0.85% cost-of-living-adjustment. As if that small amount weren’t bad enough, the District then informed PSEA it did not have the authority to offer PSEA even this modest increase.

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<sup>1</sup> [http://www.powayusd.com/doc\\_library/2014-15/SUPT'S\\_WRITTEN\\_DAC\\_DELAC\\_RESPONSE.pdf](http://www.powayusd.com/doc_library/2014-15/SUPT'S_WRITTEN_DAC_DELAC_RESPONSE.pdf)

## NEXT STEPS

Negotiations are on hiatus until August 12. Among the topics on the agenda will be Article 7 (Vacation), Article 8 (Health & Welfare), Article 14.19 (Professional Learning), and Restoration of Hours and Positions. In the meantime, PSEA will continue to educate the community (our members, the administration, current School Board members, prospective School Board candidates, and parents) about the importance of parity in health insurance, restoration of hours and positions, and fair compensation (including vacation) for classified employees. As part of this education effort, PSEA's Legislative Committee has already started the process of interviewing candidates for this November's School Board races, and we will continue to look for additional ways we can advocate for classified employees. For now, however, the single most important thing each of you can do to ensure a strong contract is to make sure that all of your co-workers have become PSEA members by filling out a PSEA membership application.

*The PSEA Negotiation Team is continuing to advocate for the interests of classified employees in a determined yet respectful manner, 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, complete the below application and mail it to **Mary Jo Stollfuss, c/o PSEA, 13378 Poway Road, Poway, CA 92064.***



## Membership Application and Salary Deduction Authorization



PLEASE PRINT

Name: \_\_\_\_\_ Employee ID No.: \_\_\_\_\_  
(Full Legal Name)

E-mail: \_\_\_\_\_ Job Title: \_\_\_\_\_  
(List e-mail you want to receive PSEA information)

Alternate E-mail: \_\_\_\_\_ Work Site: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone No.: \_\_\_\_\_

\_\_\_\_\_ Cell Phone No.: \_\_\_\_\_  
(City/State/ZIP)

I hereby apply for membership in the Poway School Employees Association (PSEA), agree to abide by the governing documents of PSEA, and authorize it to be my exclusive representative for the purpose of meeting and conferring with the Poway Unified School District (PUSD) over hours, wages and other terms and conditions of employment.

I hereby further authorize PUSD to deduct from my salary and pay to PSEA the periodic dues for services provided by or through PSEA. If PSEA, **by vote of the membership**, subsequently adopts a decrease or increase in dues, this authorization shall include the then-established dues and no new authorization shall be required. I understand that this authorization shall remain in effect during any period in which I am on a leave of absence or on a 39-month reemployment list.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_