

# 2016-2019 PSEA Unit I Agreement Overview

The PSEA Negotiations Team is proud to present to you our new PSEA/PUSD Unit I Agreement for ratification. This Agreement is the product of over two (2) years of negotiations, coupled with extensive research by the Negotiations Team. As with any Agreement, both PSEA and the District had to make compromises to reach this Agreement. While we did not get everything we wanted, we are very pleased with the improvements we have won, and we believe this Agreement ranks among the best PSEA has negotiated to date for Unit I. Below is an overview of the various changes contained in this Agreement:

## WAGES AND BENEFITS

### Wages

We negotiated an increase to our salary schedule of 2.5% for the 2018-2019 school year, and a provision that guarantees if any other unit received more than a 2.5% increase to their salary schedule during this school year, we will reopen wages so that we can negotiate for an equivalent increase. We also negotiated a one-time payment equaling 3% of contracted annual salary in 2017-2018, to be paid no later than September 30, 2018.

While we all wanted a larger wage increase, the Negotiation Team felt this was the best deal we could achieve in the near future, that the language helps ensure that we will benefit from any additional salary increases given to other employees, and that it was important we ratify our new Agreement so that we can begin to take advantage of the various improvements we negotiated.

### Leaves

PSEA was successful in making numerous improvements to the Leaves Article. Specifically:

- Personal Necessity: We increased the number of PNL days to 10. We increased the number of PNL days an employee could use for religious observances to five (5). We added language allowing employees to take an additional two (2) PNL days to attend a family member's college graduation. We added language allowing employees who have exhausted their accrued sick leave to take up to five (5) PNL days at half pay to take care of an ill family member. And we added language allowing employees to take an additional 40 hours of PNL for child care or school emergencies, to participate in their child's school or child care activities, or to find or enroll their child in school or child care.
- Compelling Reasons Leave: We increased the number of compelling reasons leave days that employees could take at full pay from one (1) to two (2). We eliminated the requirement that compelling reasons leave could only be taken for "unavoidable" matters, and we added language expanding the ability to take compelling reasons leave to "other matters deemed by the unit member to be of compelling personal importance."
- Catastrophic Leave: For employees needing to take catastrophic leave to take care of an ill or injured family member, we expanded the definition of family to include siblings, parents, parents-in-law, and grandparents. We also combined the Unit I and Unit II catastrophic leave banks and increased the maximum size of the bank to 8,000 hours.
- Short-Term Uncompensated Leave: For employees needing to take short-term uncompensated leave to take care of an ill or injured family member, we expanded the definition of family to include siblings, grandchildren, grandparents, parents-in-law, and children-in-law.
- Bereavement: We added language specifying that employees can take bereavement leave in the event of the death of a family member of an ex-spouse who is the parent of the employee's child, as well as of a family member of a long-established member of the employee's household (for example, in the case of an unmarried couple who are not registered domestic partners).

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- Military Leave: We added language allowing spouses of service members returning from duty to take up to 10 days of leave (either PNL or unpaid, at the employee's choice. We also added language allowing for newly hired classified employees with a military service-connected disability to take up to 12 days of paid leave within their first year of employment for treatment of that military service-connected disability.
- Child Bonding / Child Care: We added language implementing a new state law which allows all who have worked for PUSD at least 12 months to take up to 12 weeks of paid leave (at full pay if you have sufficient sick leave, otherwise at half pay) to bond with a newborn or newly-adopted child.

## **Health & Welfare**

We were successful in adding back into the Agreement the ability of employees on TriCare to opt-out of the District-provided medical insurance.

In addition, we cleaned up and updated the wording of the Health and Welfare Article in numerous places.

## **Hours of Work**

We were successful in adding language that ensures extra work at a work site or department will first be offered to qualified employees at that site or department, on the basis of rotating seniority, before it is offered to employees outside the work site or department.

We added language to Article 5 to clarify that employees' work schedules are to be set by their supervisors, and not by teachers.

We also added language allowing employees working between five (5) and six (6) hours per day to mutually agree with their supervisor to waive their lunch period (and be able to leave half an hour earlier), in order to provide employees and the District with greater flexibility while protecting employees' rights.

## **Professional Growth Days**

We negotiated for two non-student work days to be designated as Professional Growth Days in which all Unit I employees will participate.

## **Vacations**

We updated the Vacation article to reflect the changes made in 2016 when PeopleSoft was implemented, including small increases in vacation accrual rates for employees working less than 12 months.

## **RIGHTS**

### **RESPECT FUND**

We added language to the Agreement for employees to be able to make voluntary contributions to PSEA's political action fund, the PSEA RESPECT Fund.

### **Monitoring of Employee Emails**

We added language ensuring that employees are notified if the District accesses their PUSD emails.

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## **Public Records Act Requests**

We added language ensuring that PSEA will be notified if a Public Records Act (PRA) request is made that might result in the disclosure of information relating to Unit I members, and PSEA will have an opportunity to object to the disclosure of any such information.

## **Evaluations**

We added language clarifying that employee evaluations shall be completed by a supervisor or manager (and not a teacher).

We also added language providing for fair notice to employees who are to receive an unscheduled evaluation.

We also added language to the Agreement detailing how promotional probationary periods function and made other minor language changes.

## **LIMITED TERM (SUBSTITUTE) EMPLOYEES**

PSEA negotiated a brand new article into this Agreement, to address the terms and conditions of employment for substitute employees and limited term employees, which were added to PSEA's Unit I in 2015. Among the improvements PSEA negotiated for these employees are:

- **Daily Overtime Protections**: Substitute employees are now guaranteed overtime pay for work in excess of eight (8) hours in a day. Prior to this Agreement, substitute employees were not legally entitled to overtime pay after eight (8) hours of work in a day (they only were entitled to overtime after 40 hours of work per week).
- **Call Back / Call In**: Substitute employees who are called in to work are guaranteed a minimum of one (1) hour of pay if less than an hour of work is available.
- **Mileage and Reimbursements**: Substitute employees will be contractually entitled to mileage and expense reimbursements.
- **Professional Growth**: Substitute employees will be eligible to participate in PSEA's Professional Learning Program and Educational Financial Incentive Program.
- **Sick Leave**: Substitute employees will accrue an hour of sick leave for every 30 hours worked, without any caps on accrual or usage. In addition, substitute employees who work continuously for more than six months will receive the same sick leave as contracted employees.
- **Holidays**: Substitute employees whose assignment is more than six months will receive paid holidays for those holidays occurring during their assignment.
- **Night Differential**: Any substitute employees who are assigned to work a night shift will be entitled to a night differential.

PSEA also ensured that substitute and limited term employees will receive a one-time payment equaling 3% of their 2017-2018 earnings, to be paid no later than September 30, 2018.

## **TERM OF AGREEMENT**

This is a 3-year Agreement, which will be retroactive to July 1, 2016 and will continue in effect until June 30, 2019.