

2016-2019 PSEA Unit II Agreement Overview

The PSEA Negotiations Team is proud to present to you our first PSEA/PUSD Unit II Agreement for ratification. This Agreement replaces the expired SEIU Agreement and 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. This Agreement ensures Unit II employees have rights and protections on par with Unit I employees and is a vast improvement over the prior contract for Unit II. Below is an overview of the various changes contained in this Agreement:

FORMAT OF AGREEMENT

In order to make contract provisions in both the Unit I and Unit II Agreements easier to locate, we have renumbered the Unit II articles to track the numbering sequence of Unit I. A conversion chart is included in the accompanying Summary of Contract Changes. In addition, wherever possible we reorganized sections within articles to match the organization in the Unit I 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."
- **Judicial Leave:** We incorporated into the Unit II agreement language from Unit I regarding judicial leave (jury duty), which provides that all less than 12 month employees summoned to

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serve jury duty due the student academic year may choose to defer their jury service to non-contract days. Unit members who defer their jury duty will receive a stipend of \$50 for each day served.

- 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).
- 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.

We also added to the Agreement a provision guaranteeing a District contribution of \$74,000 per year to offset the costs of insurance premium increases.

In addition, we cleaned up and updated the wording of the Health and Welfare Article in numerous places. As part of this clean-up, we agreed to move some language concerning tax-sheltered annuities from Article 8 to Article 4 (where it more clearly belongs), without changing the nature of that benefit.

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 also added language to the Unit II Agreement limiting the ability of the District to unilaterally reduce the work year for the entire bargaining unit. This language has been part of the Unit I agreement since PSEA was formed.

We also protected the rights of employees to receive advance notice of changes in work hours by removing language that allowed supervisors to pressure individual employees to waive their notice. Under the new language, only PSEA can waive the advance notice of changes in work hours, which is an important safeguard for this right. This language is now consistent with the language in Unit I.

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Holidays

We added language to the Unit II Agreement ensuring that, for non-student days in which teachers get paid, classified employees will also receive pay whether or not they are scheduled to work. This language is already part of the Unit I Agreement.

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.

We also succeeded in adding to the Unit II Agreement a provision guaranteeing employees with excess vacation accrual the right to cash out up to two weeks excess vacation per year. These requests can be made each October. This language has been part of the Unit I Agreement since 2015.

Transportation Department

We clarified and updated the provisions regarding vehicle check-out times.

RIGHTS

Binding Arbitration

PSEA succeeded in winning the right to appeal grievances to a neutral third-party who issues a binding decision (a process known as arbitration), rather than the School Board having the power to decide by itself how to interpret our Agreement (which is how it worked under the old SEIU Agreement). With this victory, Unit II now has the same rights to enforce its Agreement as does Unit I, and as does PFT. PSEA won this right for Unit I in 2013, and we are pleased to have now achieved that important goal for Unit II as well.

We also updated the language of the grievance article to make clear that PSEA has the right to file grievances in its own name, to more clearly delineate the process at each step of the grievance procedure, and to provide for mediation of grievances before proceeding to arbitration.

Management Rights

We limited the scope of management rights by deleting overly broad language contained in the old SEIU Agreement. Unit II's "District Rights" article now matches the language in Unit I.

Payroll Reductions / 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.

We also limited the scope of the indemnification language in the Payroll Deduction article. This indemnification language now matches the indemnification language in Unit I.

New Employees

We added to Article 16 (Organizational Rights) a procedure for the District to provide PSEA with information on new employees in a quicker manner, so that we can reach out to them in a timely manner and welcome them to the District and to our bargaining unit.

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Transfers

We added language to the Unit II Agreement ensuring that transfer requests will remain operative until rescinded, so that current employees do not need to continuously reapply for positions.

We also added language that ensures Unit II employees are given advance notice of involuntary reassessments to other work sites or departments. This language is now consistent with the involuntary reassignment language in Unit I.

Safety

We added language requiring the District to provide Unit II employees with the necessary safety gear and appropriate safety training.

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.

Layoffs

We added an article detailing the procedures to be followed if layoffs were to become necessary. Among the protections which this adds to the Unit II Agreement is a clause prohibiting the District from assigning the work of laid off employees to current employees, or to limited term employees, or to volunteers, or to subcontractors.

Nondiscrimination

We updated the language of the non-discrimination article to bring it up to date with the current law.

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.