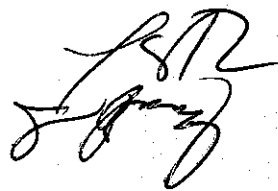


TA 12/20/2019
TA 12/20/2019



TA
Unit I
December 198, 2019

**ARTICLE 14
WAGES**

14.1 Longevity

The employer agrees to pay a longevity increment to each employee covered by this Agreement, based on the current salary schedule step.

- (a) A total of 1 ½ percent after seven and a half (7.5) years with the employer;
- (b) A total of 3 percent after ten (10) years with the employer;
- (c) A total of 4 ½ percent after twelve and a half (12.5) years with the employer;
- (d) A total of 6 percent after fifteen (15) years with the employer;
- (e) A total of 7 ½ percent after seventeen and a half (17.5) years with the employer;
- (f) A total of 9 percent after twenty (20) years with the employer;
- (g) A total of 10 ½ percent after twenty-two and a half (22.5) years with the employer;
- (h) A total of 12 percent after twenty-five (25) years with the employer;
- (i) A total of 13 ½ percent after twenty-seven and a half (27.5) years with the employer, and;
- (j) A total of 15 percent after thirty (30) years with the employer;

14.2 Longevity increments shall be paid effective on the employee's annual anniversary date of employment with the District.

14.3 Increase Following Promotion

An employee who is promoted to a classification allocated to a range with a higher maximum salary shall be placed on the step of that range which most closely approximates 8 percent (8%) in amount above the employee's salary prior to promotion exclusive of special pay additives.

14.4 Night Differential

14.4.1 A night differential of 5 percent is established to compensate for all

shifts that have 50 percent (50%) or more work between the hours of 5:00 p.m. and 8:00 a.m.

14.4.2 It is understood that anyone receiving time and one-half (1-1/2) from his/her regularly scheduled working hours will not be compensated for the night differential percentage.

14.4.3 In addition, any regularly scheduled employee whose job performance constitutes more than 50 percent (50%) of his/her time between the hours of 5:00 p.m. and 8:00 a.m. in a regular month will be compensated with a night differential.

14.5 Range Increases

The Board may increase the salary range for any classification in the Unit after affording PSEA an opportunity to meet and negotiate.

14.6 Salary Schedules

14.6.1 Effective July 1, 2018, all Salary Schedules will be increased by a total of 0.5% - 2.5%.

Effective July 1, 2019, all Salary Schedules will be increased by a total of 1.0%.

Effective January 1, 2020, all Salary Schedules will be increased by a total of 1.5%.

If the 2019-2020 - 2018-2019 Salary Schedule for any other bargaining Unit is increased by more than 2.5%, the parties will reopen negotiations regarding 2019-2020 - 2018-2019 salaries and other articles identified by the parties.

All contracted Unit I members are eligible to receive a 1% - 2% one-time off schedule payment of 1% payment for all contracted unit members employed as of the date of this agreement was ratified by the Governing Board, for the 2017-2018 school year. This one-time payment will be calculated based on their regular earnings for 2019-2020, less overtime, summer work and stipends, and paid by December 2020. Said 1% shall be pro-rated for part-time members. actual contracted 2018-2020 - 2017-2018 earnings, plus 3%. Limited-term (substitute) Unit members employed in the 2019-2020 school year will receive a one-time payment which will be calculated on their annualized 2018-2019-2019-2020 - 2017-2018 earnings, less overtime and stipends paid by December 2020, plus

~~3%. Employees will receive payment by February 29, 2020
September 30, 2018.~~

~~In addition to the 2% one-time payment, an additional 1% one-time
payment, calculated and paid as described in the above paragraph,
will be funded by the PSEA Unit I Post-Retirement Employee
Benefits (OPEB) funds.~~

14.6.2 PERS Pension Reform Implementation

14.6.2.1 PERS Eligible Unit Members hired on or after January 1, 2013

Effective July 1, 2013, all Unit members hired by the District on or after January 1, 2013, or who become PERS eligible on or after January 1, 2013, shall be placed on the non-EPMC Schedule (5% higher than the EPMC Schedule). Unit members placed on the Non-EPMC Schedule shall pay one-half of the normal cost of PERS participation.

14.6.2.2 PERS Eligible Unit Members hired prior to January 1, 2013

All PERS members who are compensated based on placement on the EPMC Schedule will remain on the EPMC Schedule and the District will continue to pay their PERS member contribution.

14.6.2.3 The District's payment of a Unit member's PERS contribution under the EPMC Schedule shall be included in any salary comparability study conducted by the District and PSEA or the Personnel Commission of the District.

14.6.2.4 Both the District and PSEA believe the above provisions are permissible and in compliance with PERS statutes, regulations, and directives. It is understood and agreed that if any of the above provisions are contrary to existing or future PERS statutes, regulations, or directives, such statutes, regulations, or directives shall supersede the above provisions. The District and PSEA agree to meet and negotiate for the purpose of revising any of the above provisions that require amendment due to superseding PERS statutes, regulations, or directives.

~~14.6.3 Additional Holiday~~

Starting with the 2020-2021 school year, the District will create an additional District holiday during the Thanksgiving recess.

14.7 Overtime

14.7.1 Overtime is defined as all directed work by a Unit member in a paid status, in excess of eight (8) hours per day worked or in excess of forty (40) hours per workweek. When a four-day workweek is established, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed 10 hours. Work performed on the fifth, sixth and seventh days shall be compensated for at a rate equal to 1-1/2 times the regular rate of pay.

14.7.2 Compensation for overtime work shall be at the rate of one and one-half (1-1/2) times the Unit member's regular hourly rate. For full time employees time and one-half (1-1/2) will be paid for all hours worked on the sixth consecutive day and double time will be paid for all hours worked on the seventh consecutive day.

Employees having an average workday of four hours or more during the workweek shall receive one and one-half (1-1/2) the employee's hourly rate of pay for all hours of work assigned on the sixth or seventh consecutive day following the commencement of the workweek.

14.7.3 When employees are required to work on a regularly scheduled day off, they shall receive time and one-half (1-1/2) the regular rate of pay and be guaranteed two (2) hours of pay.

14.7.4 Employees who are required to work on a holiday shall receive regular pay for the holiday plus time and one-half (1-1/2) for hours worked during the holiday and are guaranteed a minimum of three (3) hours of pay.

14.7.5 Compensatory time off may be substituted for overtime pay upon the request of the employee and the approval of the employer. Such time off to be computed at the rate of one and one-half (1-1/2) times the number of hours worked as overtime.

14.7.6 Such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District. Unit Members may use earned compensatory time in lieu of vacation time during the district recess days stated in 7.1.3.

- 14.7.7 Unit Members shall submit a copy of their signed Compensatory Log for payment of unused compensatory hours when changing locations or for unused compensatory time accumulated at the 13th month. Upon such submission, the Unit members shall be paid all unused compensatory hours on the following pay period.

14.8 Overnight Assignment

The following procedure will be used when the District determines that a Unit member is needed to provide services to a special needs student on an overnight assignment.

14.8.1 Selection process/assignment

The selection process will not advance to another level if there is at least one qualified volunteer at the current level. When there are two or more volunteers within one level the senior employee will be given first consideration when all things are equal.

- (a) The current employee assigned to the special needs student will be given first choice to attend.
- (b) Permanent employee at site in same classification and overall satisfactory evaluation (meets standards) and not one-on-one assignment.
- (c) Permanent employee at site on eligibility list with overall satisfactory evaluation (meets standards) and not one-on-one.
 - Permanent special education assistant employee at site with overall satisfactory evaluation (meets standards) and not one-on-one.
- (d) Permanent employee in same classification with overall satisfactory (meets standards) at another site and not one-on-one.
- (e) District choice.

Selection within level 1 – 4 will be based upon the following:

- (a) Willingness to fulfill assignment responsibilities (duration, overnight).

- (b) Gender appropriate
- (c) Meet physical demands and/or medical needs of student.
- (d) No work restrictions that adversely impact ability to provide service to student.
- (e) Factors or experience specific to the needs of the student or assignment.

When two or more volunteers within a level are equally qualified the most senior employee will be given first consideration.

If the current employee will not or cannot assume the assignment he/she may be reassigned for the period of the assignment to cover the absence of the person from the same or another site covering the assignment.

14.8.2 Compensation

Employees will be compensated for eight (8) hours at their regular rate of pay and will receive a stipend of \$50.00 per day. Necessary expenses for food and lodging will be provided by the employer. Employees who provide direct support overnight to medically fragile or profoundly disabled students will be compensated accordingly, upon approval by their principal.

14.9 Call Back

When a Unit member is required to return to work after having left his/her regular duty station following the completion of a regular workday/work shift/workweek, the employee shall be paid for a minimum of three (3) hours at the appropriate rate of pay without regard to the length of time worked. Overtime pay is subject to the provisions of Section 14.7.

14.10 Call In Time

Any Unit member called in to work on a day when he/she is not scheduled to work shall receive not less than three (3) hours of pay at the appropriate rate.

14.11 Expense Reimbursement

Unit members who incur travel expenses, including food and lodging expenses, due to a work assignment away from the District shall receive reimbursement in accordance with District operating procedures. (Submission

of form entitled "Conference/Meeting Attendance Request and Expense Claim".)

14.12 Mileage

Any Unit member required to use his/her vehicle on District business shall be reimbursed at the Board-adopted rate per mile for all actual miles driven on behalf of the District. Unit members required by the District to use some form of public transportation in lieu of a personal vehicle shall be reimbursed for the actual expenses incurred.

Employees required to travel to more than one site to complete a single assignment on the same day shall be reimbursed for mileage at the Board approved rate and shall be in paid status during the period of required travel. Neither an employee's break nor lunch period shall be allocated as travel time.

14.13 Working Out of Classification

If a Unit member is assigned to work in a higher classification for more than five (5) working days within a fifteen (15) calendar day period, the Unit member will receive an upward salary adjustment for the entire period.

The salary adjustment shall be determined by placement of the Unit member on the step of the range which most closely approximates an 8 percent (8%) increase in the Unit member's salary. However, the maximum adjustment shall be Step 5 of the salary schedule.

14.14 Pay Options

Unit members with a work year less than eleven and one-half (11 ½) months will receive eleven (11) equal pay warrants.

14.15 Unit members who are required to attend license or certification classes as a condition of continued employment, i.e. CPR, shall receive compensation in accordance with the Fair Labor Standards Act and scheduled with Supervisor approval.

For employees requested to have CPR/First Aid Certification by their supervisor and agreed to by the employee, time spent on training will be compensated in accordance with the Fair Labor Standards Act and the District will pay for the cost of the certificate.

The District will develop and maintain an exclusive list of CPR/First Aid certification vendors to ensure quality and consistency of training. All training, including site training, must come from the District's approved list.

District sponsored training sessions will be provided on a variety of days, times and locations, not less than four (4) times per year.

14.16 Campus Security Supervisors and Lifeguards who are required to work out of doors in inclement weather shall be provided a hooded raincoat.

14.17 Error in Salary

Whenever it is determined that an error has been made in the calculation or reporting in any Unit member's payroll or in any Unit member's salary the District shall, within five (5) workdays following such determination, provide the Unit member with a statement of the correction and a supplemental payment drawn on any available funds.

14.18 Education Financial Incentive Program

Financial incentive support is available to all bargaining Unit members who meet the guidelines listed below. This program is designed to promote and encourage classified professional development opportunities that fall both within and outside the employee's regular workday.

14.18.1 Employee Eligibility. Bargaining Unit members requesting financial incentive support for professional development opportunities must meet the following criteria:

- a. Must be an active classified employee of the District.
- b. Must have non-probationary employee status.
- c. Must have been in a permanent position with the District for a minimum of two (2) years.
- d. Current work assignment must be a minimum of three (3) hours per day or fifteen (15) hours per week.
- e. Must have a current overall "Satisfactory" review rating on most recent performance review. If review rating is not "Satisfactory," then employee must attach a letter of approval from supervisor.
- f. Supervisor approval is necessary if time from work is requested to attend a professional development opportunity. (Interested staff may submit their request for consideration to both the Committee and their Supervisor simultaneously for consideration.) If there is not a work shift conflict in attending an approved professional development opportunity, the employee need only communicate his/her participation to, not request permission from, his/her immediate supervisor.

14.18.2 Eligible Courses, Training and "Other" Opportunities.

Employees may request a scholarship-type of reimbursement stipend, either full or partial, for on-going eligible professional development opportunities, courses, and/or training conducted by a recognized institution/organization offering instruction that will benefit the employee and the District. The following criteria will be used to determine the point value of the applicant's request:

- a. Classes, courses, workshops or "other" types of programs that will enhance the individual employee's ability to perform in his/her current position. This does not include classes, courses, workshops or "other" types of programs required to maintain certification or licensing in his/her current position.
- b. Funding may not be used for on-going formal higher education unless the coursework directly supports employee's current position.
- c. Funding may be used for tuition fees and books required for the approved courses/training.
- d. An employee may apply for amounts up to \$500 per fiscal year. This amount may be reduced due to funding availability.
- e. Qualified employees must submit dated, itemized receipts for all approved expenses for reimbursement after completion of courses/training.
- f. Qualified employees must submit a certificate of satisfactory completion or a letter grade of "C" or better, in order to be reimbursed.

14.18.3 Approval Process

- 14.18.3.1 An Education Financial Incentive Committee (Committee will be created to review employee requests for financial and/or scholarship support for professional development. The Committee will be comprised of two representatives from the administration and three representatives from PSEA.
- 14.18.3.2 In advance of each school year, the Financial Incentive Committee will establish three (3) submission deadlines for requests to be reviewed and considered.
- 14.18.3.3 An employee must submit a request for financial incentive support on District form LSS-21, *Education Financial Incentive for Classified Employees Request for Reimbursement*, to the Financial Incentive Committee

prior to the class, course, workshop or "other" type of program. Requests submitted for course/training that occurred prior to the current fiscal school year will not be considered.

14.18.3.4 Three members of the Committee constitute a quorum. Awards shall be decided by simple majority of the quorum. Decisions made by the Committee are final and not subject to appeal.

14.18.3.5 General rules and procedures shall be developed by the Committee to implement this Program.

14.18.4 Budget

The District shall allocate \$10,000 each year for all costs and corresponding approvals associated with this program for Unit I and Unit II combined. Financial incentive support will be disbursed until the funds are depleted.

Since budgeted funds are limited for the District's Educational Financial Incentive Program, a rating system will be established with a scale of one (1) to three (3) in order to merit priority of the application. The rating system is as follows:

- Employee Eligibility Six (6) criteria outlined for employee eligibility. If all six are met, then employee is eligible and is scored one (1) point.)
- Course/Workshop Eligibility (6 criteria outlined for course/workshop eligibility. If all 6 are met, then course/workshop is eligible and is scored one (1) point.)
- Timeliness of Submission (All applications will be date/time stamped and, if received by the designated cut-off date, application is considered eligible and will be scored one (1) point.

14.19 Professional Learning Program (PLP)

PSEA and the District share a commitment to ongoing professional growth by PSEA bargaining Unit members. To that end:

14.19.1 Professional Learning Program Budget

The District's contribution to the Professional Learning Program for 2019-2020 shall be \$276,000 for Units I and II combined. Effective July 1, 2014, the For the 2020-2021 and 2021-2022 academic years, the District's obligation to contribute these funds will be waived. Beginning with the 2022-2023 schol year, the District will contribute on an annual basis \$250,000 between Units I and II combined -an amount of money equivalent to the cost of a 0.44

~~percent salary increase for PSEA Unit members (approximately \$172,000) to fund the Professional Learning Program described in this Article. In addition, the District will contribute on a one-time basis an amount of money equivalent to the cost of a 0.22 percent salary increase for PSEA Unit members (approximately \$86,000). Any unused funds shall be carried over to the following year.~~

14.19.2 Professional Learning Advisory Board

The Professional Learning Advisory Board is comprised of a minimum of three (3) PSEA and two (2) District members, selected by each party. A PSEA designee and a District designee will jointly have the responsibility of co-chairing the Professional Learning Advisory Board.

The Advisory Board shall meet monthly during the school year (10 times per year) and shall be responsible for:

1. Developing and overseeing a Professional Learning Program for PSEA Unit members.
2. Developing and overseeing a Professional Partner Program to assist new hires and promotional probationary employees in succeeding at their new positions.
3. Assisting in the development of events for Professional Growth Days.
4. Develop additional opportunities for professional learning by Unit members.
5. Identify and approve professional development opportunities that are aligned with the District goals, are job embedded and closely related to professional responsibilities.

PSEA representatives on the Advisory Board shall receive a stipend of \$500.00 per year (paid tenthly) from the Professional Learning Program Budget for participating on the Advisory Board.

14.19.3 Professional Learning Coordinator

The Professional Learning Coordinator shall coordinate and manage the Professional Learning Program for both Unit I and Unit II combined. The Coordinator shall be a PSEA Unit member, selected by PSEA, who shall be on a leave of absence from his or her Unit position while serving as Coordinator. The cost of the leave of absence shall be paid for from the Professional Learning Program budget, up to a maximum of \$75,000/year. This amount shall include payment of statutory benefits and District health and welfare benefits. The maximum leave of absence amount shall be

adjusted annually by the amount of any increases to the PSEA salary schedule. The Coordinator shall be designated by PSEA prior to the start of the school year, unless a mid-year vacancy in the position requires a designation during the school year.

14.19.4 Classified Learning Cooperative (CLC)

The Advisory Board shall develop, and the Coordinator shall implement and coordinate a Classified Learning Cooperative (CLC) Program for PSEA Unit members.

~~Unit members that earn sufficient CLC points, as provided for in the CLC Program, shall receive \$75 per CLC point an additional \$700/year (paid tenths) in special compensation for a period of three (3) years. However, no employee shall receive such compensation until the 2015-2016 academic year.~~

~~To continue special compensation under this section, employees must attain the requisite number of points every three (3) years.~~

~~Records verifying earned points must be submitted by the Professional Learning Coordinator to Payroll by the monthly deadline October 1 in order for the employee to receive the special compensation on the following month's pay warrant within that school year.~~

~~Regardless of how many points over the requisite number an employee earns in three (3) years, only a maximum number to be determined by the Advisory Board will be carried over to the next three (3) years.~~

It is the intent of the parties that the special compensation referred to above shall be PERS creditable, to the extent permitted by law.

The cost of the CLC Program shall be paid for out of the Professional Learning Program budget.

In the event it is determined that the cost of the Professional Learning Program (PLP) exceeds available program reserves and the District's annual contribution, the parties agree that PLP Advisory Board shall bring program costs within available funding resources. The District and PSEA agree to meet and negotiate regarding options to achieve this goal.

14.19.5 Professional Partner Program

The Advisory Board shall develop, and the Coordinator shall implement and coordinate, a Professional Partner Program. The Advisory Board shall develop criteria for the selection of PSEA Unit members as Professional Partners, and shall select up to five (5) PSEA Unit members per year to serve as Professional Partners.

Professional Partners shall be tasked with assisting new hires and promotional probationary employees in succeeding at their new positions. Professional Partners shall be provided up to fifty (50) hours of release time or ten (10) release days, whichever amount is less annually during their scheduled work day to meet with new hires and promotional probationary employees as needed. The scheduling of the release time must be mutually agreed upon by the employee and the employee's supervisor. Such approval shall not be unreasonably denied.

The cost of release time substitutes, if any, shall be reimbursed to the District from the Professional Learning Program budget.

Professional Partners shall receive a stipend of \$1,000 per year (tenthly) from the Professional Learning Program budget for serving as Professional Partners.

14.19.6 Cost Controls

The Coordinator of the Professional Learning Program shall be responsible for maintaining the program budget. Monthly, the District will provide a budget printout to the Coordinator.

The continuation of the Professional Learning Program is expressly contingent upon working within the income and expenditures of the Professional Learning Program budget.

14.20 Professional Growth Days

Two non-student work days per year shall be designated as Professional Growth Days. These days shall occur in September and January. All PSEA Unit members shall be required to attend the designated Professional Growth Days. Activities for these days shall be developed by the Professional Learning Advisory Board (14.19.2).