

TA 12/20/2019  
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TA  
Unit II  
December 18, 2019

**ARTICLE 14**

**WAGES**

**14.1 Salary Schedule**

Effective July 1, 2018, all 2018-2019 Salary Schedules will be increased by a total of ~~2.5%~~ 0.5%.

Effective July 1, 2019, all 2019-2020 Salary Schedules will be increased by a total of 1.0%.

Effective January 1, 2020, all 2019-2020 Salary Schedules will be increased by a total of 1.5%.

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

All contracted Unit II members are eligible to receive a one-time off schedule payment of 1% for all contracted unit members employed as of the date of this agreement was ratified by the Governing Board. 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. All Unit II members are eligible to receive a ~~1%~~ 2% one-time payment for the 2017-2018 school year. This one-time payment will be calculated based on their actual contracted ~~2018-2019~~ 2017-2018 earnings, 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 II Post-Retirement Employee Benefits (OPEB) funds.~~

**14.2 Longevity Pay**

14.2.1 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 1/2 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 1/2 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 1/2 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 1/2 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 1/2 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.

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

14.3.3 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 eight 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 five percent (5%) is established to compensate for all shifts that have fifty percent (50%) or more work between the hours of 5 p.m. and 8 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 fifty percent (50%) of his/her time between the hours of 5 p.m. and 8 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 consulting with the Exclusive Representative.

14.6 Wages Section-Retirement Related Benefits

The District and employee contribution rate for Public Agency Retirement System will be 3.75%. The District agrees to pay any increase in "individual participant service fee" that occurs within five (5) years of January 1, 1992.

14.7 Assignment Out of County

Except for employees covered by Section 19.4 any employee who, because of a work assignment out of county, is required to have meals away from the District or is required to be lodged away from home, shall be reimbursed for the actual and necessary costs as predetermined by the employer. Every effort will be made to process claims as soon as possible after receipt from claimant.

14.8 Pay Options

Unit members with a work year of less than eleven and one-half (11 1/2) months will receive eleven (11) equal pay warrants.

14.9 Uniforms

The District and the Union have developed a detailed Side Letter of Agreement regarding uniforms, safety glasses and related matters. Copies of the Side Letter of Agreement shall be distributed with copies of the Agreement.

14.10 Public Agency Retirement System (PARS)

14.10.1 The District contribution rate for individuals covered by PARS shall be 3.75%. The employee contribution rate shall be 3.75%.

14.10.2 The District agrees to pay any increase in the individual participant service fee that occurs within five (5) years of January 1, 1992.

14.10.3 Any changes in the plan or fees will cause automatic reopening of negotiations of the provisions of 14.9 of this Agreement.

14.11 Mileage

Employees required to travel to more than one site to complete a single assignment on the same day shall be reimbursed for mileage for all actual miles driven at the Board approved rate, not less than the IRS 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.

14.12 Reclassification Implementation

Reclassification Study to be implemented as follows:

- (a) Positions to be placed on recommended ranges at step which most closely approximates, but is not less than, employee's current salary.
- (b) Implementation upon approval of the Board.
- (b) Incumbent employees in positions with job description modification will be "grandfathered."

14.13 Overtime

Except as indicated in 19.4 of this Agreement, overtime is defined as all directed work by a Unit member in a paid status, in excess of eight (8) hours per day worked either before or after the regular assigned shift or in excess of forty (40) hours per workweek.

14.13.1 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. 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.

14.13.2 When employees are required to work on a regularly scheduled day off, they shall receive time and one-half (1-1/2) their regular rate of pay and be guaranteed a minimum of three (3) hours work.

14.13.3 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 work.

14.13.4 Compensatory time off may be substituted for overtime pay upon the request of the employee and the approval of the supervisor. Such time off to be computed at the rate of time and one-half (1-1/2) times the number of hours worked as overtime. Such compensatory time off shall be granted within twelve (12) calendar months following the month in which overtime was worked and without impairing the services rendered by the District.

14.13.5 Overtime work at a particular site which is scheduled on a regular and continuing basis, whether weekly, biweekly or monthly, shall first be

offered on a rotating basis to Unit members at the particular site who desire overtime work.

- 14.13.6 Additional overtime work, which is not filled under the provisions of Section 14.13.5, shall be dispensed to Unit members who have placed themselves on a departmental overtime list. Any overtime work by a Unit member shall affect his/her standing on the departmental overtime list.
- 14.13.7 Procedures, which relate to the use of overtime eligibility lists, shall be developed in accordance with the provisions contained in Article 16.5.
- 14.3.8 Nothing in this Article shall restrict the right of management to assign overtime work outside any established rotational system when the overtime work requires particular expertise or special knowledge on the part of an employee (i.e. particular equipment operation, maintenance or a specific familiarity with project, etc.).
- 14.3.9 An employee who has received a current overall unsatisfactory job evaluation shall not be eligible for overtime work.
- 14.3.10 "Call back time" is defined as that time wherein an employee is requested to return to work after having completed an eight (8) hour day. Persons called back shall be paid a minimum of three (3) hours at time and one-half (1-1/2) times the rate of pay.
- 14.3.11 Except in unforeseen circumstances, Unit members shall be given 24 hours advance notice of overtime work.
- 14.3.12 Sections 14.13.1 – 14.13.8 are inapplicable to bus drivers.

#### 14.14 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.

- 14.14.1 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 and be in a permanent position with the District.

- c. 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.
- d. 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.

#### 14.14.2 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.

#### 14.14.3 Approval Process

14.14.3.1 A PSEA-wide 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 three

representatives from the administration and four representatives from PSEA.

14.14.3.2 In advance of each school year, the Financial Incentive Committee will establish three (3) submission deadlines for requests to be reviewed and considered.

14.14.3.3 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.

14.14.3.4 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.

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

#### 14.14.4 Budget

The District shall allocate \$10,000 each year for all costs and corresponding approvals associated with this program for both 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: Six (6) criteria outlined for course/workshop eligibility. If all six 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.

#### 14.15 Professional Learning Program (PLP)

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

14.145.1 Professional Learning Program Budget

The District's contribution to Professional Learning Program for 2019-2020 shall be \$276,000 for Unit I and Unit II combined. For the 2020-2021 and 2021-2022 academic years, the District's obligation to contribute funds to the Professional Learning Program shall be waived. Beginning with the 2022-2023 school year, the District will contribute on an annual basis a \$250,000 between Units I and II combined to fund the Professional Learning Program described in this Article. ~~will be waived.~~ Any unused funds shall be carried over to the following year.

14.15.2 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.

14.15.3 Professional Learning Coordinator

The Professional Learning Coordinator shall coordinate and manage the Professional Learning Program for 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 joint 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.

#### 14.15.4 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 shall receive \$75 per CLC point in special compensation.

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

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.

#### 14.15.5 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.

#### 14.15.6 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.

#### 14.16 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 (14.15.2).