

AGREEMENT BETWEEN
POWAY UNIFIED SCHOOL DISTRICT
AND
POWAY SCHOOL EMPLOYEES ASSOCIATION
(Office/Technical, and Paraprofessional Unit)
July 1, 2013 – June 30, 2016

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ARTICLE 1 DEFINITION OF TERMS

1.1 Definitions

- 1.1.1 "The Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 1.1.2 "Board" as used herein is the Board of Education of the Poway Unified School District.
- 1.1.3 "PSEA" means the Poway School Employees Association, Office, Technical and Paraprofessional Unit.
- 1.1.4 "Classified Employee" means a member of the unit.
- 1.1.5 "District" means the Poway Unified School District.
- 1.1.6 "Exclusive Representative" refers to the Poway School Employees Association.
- 1.1.7 "Member of the Unit" refers to all classified employees who are part of a single unit which represents Office, Technical and Paraprofessional classified employees. All management, confidential, and supervisory employees and all other classified employees are excluded from the above unit. Specific descriptions of this single unit of classified employees are attached hereto marked as Appendix "A".
- 1.1.8 "Negotiable Items" shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200 of the Government Code, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546 of the Act, and procedures for processing grievances 3548.5, 3548.6, 3548.7, and 3548.8 of the Act, and other mandatory subjects of bargaining required by binding court and/or California PERB decisions.
- 1.1.9 "Permanent Employee" is a regular employee who has successfully completed an initial probationary period.
- 1.1.10 "Probationary Employee" is a regular employee who will become permanent upon the successful completion of a prescribed probationary period. "Six months" as it relates to "probationary

period” to be defined as six months or 130 days of paid service whichever is longer.

In the event a probationary unit member is absent on paid leave, pursuant to Article 9, for more than (5) five days during the probationary period, the probationary period shall be extended by (1) one day for each day of paid leave in excess of (5) days.

- 1.1.11 "Regular, Full-Time Employee" is defined as a member of the unit who is assigned to work eight (8) hours a day over nine and one-half (9½), ten (10), ten and one-half (10½), eleven (11), eleven and one-half (11½), or twelve (12) months annual work schedule.

The number of workdays for each regular employee is specified in section 5.1.

- 1.1.12 "Regular, Part-Time Employee" is defined as a member of the unit who is assigned to work less than the regular full-time employee as defined in this agreement.
- 1.1.13 "School Year" refers to the yearly period from July 1 to June 30.
- 1.1.14 "Seniority" shall be based upon initial hire date in probationary status.
- 1.1.15 "Workdays" are days on which the District administrative offices are open for public business.
- 1.1.16 "Days" as used in this agreement refer to calendar days.
- 1.1.17 Other definitions applicable to a specific article are included in the appropriate article.
- 1.1.18 All terms not defined in this article and other articles in this agreement shall be defined in their usual and customary sense.

ARTICLE 2
RECOGNITION AND NEGOTIATION PROCEDURES

2.1 Recognition

2.1.1 For those employees included in the unit for the negotiations as set forth in Section 1.1.7, the Board hereby recognizes PSEA as the exclusive negotiating representative of the members of the unit. All newly-created positions shall be designated as management, confidential, supervisory, or bargaining unit positions by the Superintendent. Following consultation with PSEA, disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.

2.1.2 No other group or organization or representative shall be permitted to engage on behalf of any employee included in the unit in any meeting and negotiating with the District over wages, hours, health and welfare benefits as defined in Government Code Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8 of the Act and other related areas of negotiations required by binding court and/or California PERB decisions.

2.1.3 The Exclusive Representative recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representative designated by the Board to act in its behalf. The Exclusive Representative agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member or administrator. The Exclusive Representative agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances the interests of anyone other than members of the bargaining unit.

2.2 Negotiations Procedure

2.2.1 On or about January 1, the Exclusive Representative shall present to the Board during a public session, in writing, all initial proposals covering negotiable items which are to be negotiated for the successor agreement.

2.2.2 Tentative Agreement

During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.

**ARTICLE 3
DISTRICT RIGHTS**

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. The only limitations on those powers and authority are the express provisions of this Agreement.
- 3.2 Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take any action on any matter in the event of an emergency as defined by law. The Board also retains the right to hire, classify, layoff, evaluate, promote, terminate and discipline employees.
- 3.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right.

**ARTICLE 4
PAYROLL DEDUCTIONS**

4.1 Dues and Agency Fee Deductions

4.1.1 Participation

Members of the unit have the absolute right to form, join, or participate in the organization(s) of their choice. Members of the unit shall not be required as a condition of employment to pay dues to any organization that they have not freely and voluntarily joined.

4.1.2 Dues Deduction

Upon receiving notice from PSEA, the District shall deduct the amount of dues or fair share fees from the wages and salary of each bargaining unit member and pay that amount to PSEA. Thereafter, the bargaining unit member shall, as a condition of continued employment, be required to either join PSEA or pay the fair share service fee. The amount of fee shall not exceed the dues that are payable by members of PSEA, and shall cover the cost of negotiation, contract administration, and other activities of the Association that are germane to its functions as the exclusive bargaining representative.

4.1.3 Payment of Monies

With respect to all sums deducted by the District, the District agrees to remit such monies to PSEA accompanied by an alphabetical list of names of members of the unit for whom such deductions have been made.

4.1.4 Employee Lists

On October 10 of each year, the District shall provide to PSEA a list, in electronic format, of all non-members who worked in the PSEA unit between July 1 and October 10, including the following information: Name; Home Address; and Employee ID.

Between November and June, inclusive, the District shall, the day after each payroll run date, provide to PSEA a list, in electronic format, of all new employees in the unit since the previous month who have not yet joined PSEA. The list shall include the following information: Name; Home Address; and Employee ID.

4.1.5 Deductions - Other Purposes

Upon appropriate written authorization from a member of the unit, the District will deduct from a salary of any member of the unit and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs to the extent such deductions are required by law.

4.1.6 PSEA shall provide the District with the name of any unit member who qualifies for religious objection status. Employees who qualify for religious objection status shall indicate the particular IRC Section 501 (C) (3) non-religious, non-labor organizations to which the District is to direct an amount equal to the fair share service fee.

4.1.7 PSEA shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other action arising from the deduction of PSEA dues or fair share fees. This indemnification does not extend to any claim by PSEA against the District alleging a failure to comply with this Article or to properly deduct dues and agency fees.

4.2 Maintenance of Membership

4.2.1 Employees who are members of the Association upon the date of Board ratification of this Agreement, or who thereafter join the Association shall maintain their membership in the Association for the term of this Agreement. It is provided, however, nothing herein shall deprive the employee of the right to terminate Association membership within a period of thirty-(30) calendar days immediately following the expiration date of the Agreement. Association dues shall automatically be deducted by the District in accordance with California Education Code provisions and shall cease only when Association membership is terminated during the thirty-(30) day period following the expiration of the Agreement.

4.2.2 Any agreement between the District and the Association to extend or roll over an Agreement so that a new expiration date is established shall not deprive an employee of the right to terminate Association membership within the thirty (30) day period following the original expiration date of the Agreement.

4.3 Tax Sheltered Annuity

Employees may participate in an approved tax sheltered annuity with the District providing payroll deductions for this purpose. Employees may change the tax sheltered programs in which they participate by notifying the Payroll Department of the intended change by the first day of the month in which the change is to be effective.

ARTICLE 5
WORK YEAR – WORKWEEK – WORKDAY

5.1 Work Year

The Board shall determine the total number of workdays each year for each member of the unit. The parties shall meet for the purpose of establishing employees' work year calendar and the timing of extra days, if any. The District agrees to meet and negotiate with PSEA regarding the decision and impacts and effects to implement an across-the-board work year reduction for all classifications of employees in the PSEA bargaining unit.

Generally, unit members shall have a work year, which consists of nine and one-half (9½) months – 185 workdays, ten (10) months – 195 workdays, ten and one-half (10½) months – 202 workdays, eleven (11) months – 209 workdays, eleven and one-half (11½) months – 220 workdays, or twelve (12) months – 245 workdays.

5.2 Workweek

5.2.1 The regular full-time workweek is defined as forty (40) hours, Monday-Friday. When appropriate, an alternate workweek other than Monday-Friday may be assigned. Unit member(s) assigned alternate workweeks shall receive two (2) consecutive days off during that period.

5.2.2 The workweek shall consist of not more than five (5) consecutive workdays for any unit member having an average of four (4) hours or more during the workweek.

5.2.3 The number of work hours during the workweek assigned to a regular part-time employee shall be determined by the District.

5.3 Workday

5.3.1 The daily duty schedule for unit members shall be assigned by the principal or immediate supervisor.

5.3.2 Unit members who have a workday of five (5) hours or more shall be entitled to a duty-free, non-paid lunch period of thirty (30) minutes, which, insofar as is practical, shall take place after the unit member has been on duty for four (4) hours.

5.3.3 Unit members who work four (4) or more consecutive hours per workday will be granted a fifteen (15) minute rest period. Unit members who work at least seven (7) hours per workday shall receive two fifteen (15) minute rest periods. Unit members who have

a workday of at least three and three quarters (3 3/4) hours shall receive a ten (10) minute rest period.

- 5.3.4 The workday may not be shortened by a unit member foregoing a rest break or the unpaid lunch period. A supervisor may, on occasion, allow a unit member, upon request, to defer a lunch break to the end of the workday.

5.4 General

Each position in the unit shall have a designated, regular minimum number of assigned hours per day, days per week, and months per year.

5.5 Adjustment of Assigned Time

A unit member who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a prorated basis as specified in Education Code Section 45136 i.e., sick leave, vacation, etc. Health and Welfare benefits, if applicable, will be provided consistent with Article 8.

5.6 Summer and District Recess Assignments

- 5.6.1 When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another or during a district recess, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in August, shall be required to perform services during such period.

- 5.6.2 A classified employee shall, for services performed as herein provided, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

- 5.6.3 Selection Procedure for Clerical Assistant, Campus Security Specialist and Summer Enrollment Clerk Positions.

This section shall only apply to the following positions: Clerical Assistant, Campus Security Specialist and Summer Enrollment Clerk Positions.

Notices of these vacancies shall be posted throughout the District, in the same manner as promotional only opportunities open only to current employees of the District. The posting will include the selection procedure stated in the contract.

Qualified applicants shall be given the opportunity to work based on the selection criteria listed below. Qualified applicants are those who have served a minimum of one full work year, in the eligible classification, and have received an overall "meets standards" rating on their most recent evaluation. Selection for positions shall be offered annually on the basis of:

1. Recency of service – Qualified applicants, who have the least recent service date, will be given the opportunity to work.
2. Date of Hire – In the case of a recency of service tie, the qualified applicants' dates of hire will serve as the tiebreaker.
3. Employees who transfer from one site to another will bring their recency of service date with them
4. For positions other than a substitute, the appointment to the position shall be credited as having worked for purposes of the selection procedure.
5. Newly hired employees will be credited with a recency of service date of the first summer following their employment.

Positions shall be filled from the Districtwide qualified applicant pool on a rotational basis commencing with the applicant with the least recent service date. In the case of a tie, the most senior applicant in the classification will be given the opportunity to work. In cases where the position is filled from positions in the job family, District date of hire will be used to break a tie.

All employment is contingent upon sufficient student enrollment and may be terminated during the first week of school if anticipated attendance is not achieved.

5.7 Change in Work Schedule

- 5.7.1 The District may change an employee's work schedule on either a permanent or temporary basis. A change in work schedule is defined as a shift of a unit member's assigned starting and ending time and/or routinely assigned workweek.

5.7.2 Permanent Change in Work Schedule

In the event the District determines to effect a permanent change in an employee's work schedule of more than one hour, the affected employee shall be given at least ten (10) calendar days prior written notice to the start of the school year and fourteen (14) calendar days during the school year. A permanent change in work schedule shall mean that the employee's regularly assigned ongoing workweek and/or starting and ending times are modified. Upon request, an opportunity will be provided for the unit member to meet with his/her supervisor to discuss changing the start date of the new schedule.

5.7.3 Temporary Change in Work Schedule

In the event the District determines to effect a temporary change in an employee's work schedule, the affected employee shall be given five (5) calendar days written, prior notice. A temporary change in work schedule shall mean that the employee's regular assigned ongoing workweek and/or starting and ending times are modified for a period of no more than sixty (60) calendar days.

5.7.4 The provisions of Sections 5.7.2 and 5.7.3 shall be inapplicable to work schedule changes which traditionally occur during summer months or periods when school is in recess.

5.8 Increase in Hours Assigned

The District shall have discretion to increase the assigned hours of a unit member. Unit members who experience a bonafide hardship as a result of an increased assignment shall have the right to appeal the increase to the Associate Superintendent, Personnel Support Services or designee, who may grant the unit member priority transfer status. A PSEA representative shall be accorded the opportunity to represent the affected employee in any conference involving the Associate Superintendent, Personnel Support Services or designee and the affected employee.

5.9 Project Work / Extra Work

If a supervisor or department head does not assign temporary project work/extra work to unit members assigned to the particular work site or department, temporary project work/extra work of 25 or more hours shall be listed on the Personnel Commission's website as available work prior to the selection of non-site/department employees to perform the work. The listing shall contain required qualifications, compensation and directions on how to apply. The selection of one bargaining unit member over another for project work/extra work shall be within the sole discretion of the District and shall not be subject to the grievance procedure. Temporary project work/extra work

shall not be counted for purposes of establishing eligibility for District health and welfare benefits.

5.10 Creation of Additional Benefitted Positions

The parties agree to meet and negotiate beginning in Fall 2013 in an interest-based problem solving session(s) to consider creating additional benefitted positions.

ARTICLE 6 HOLIDAYS

6.1 The following fifteen (15) holidays are recognized paid holidays by the District during the term of this contract:

- (a) Independence Day
- (b) New Year's Day
- (c) Lincoln's Birthday
- (d) Washington's Birthday (Presidents' Day)
- (e) Labor Day
- (f) Admissions Day or an alternate day designated by the Superintendent
- (g) Veteran's Day
- (h) Memorial Day
- (i) Thanksgiving Day
- (j) Day after Thanksgiving Day
- (k) Christmas
- (l) Two (2) days during the winter holiday at a time designated by the Superintendent
- (m) One (1) day in the spring to be designated by the Superintendent.
- (n) Martin Luther King Day

6.2 An employee who is not normally assigned to duty during winter or spring recess shall be paid for those holidays occurring during any recess if he/she was in paid status on the day preceding or next succeeding such recess.

6.3 Should the President, Congress, Governor of California, or the California State Legislature declare a public fast, thanksgiving or holiday which is mandated as a paid holiday for public school classified employees, it shall be recognized in addition to those listed in Section 6.1.

6.4 If a paid holiday is scheduled while an employee is on a paid leave status, then that day shall not be deducted from the employee's accrued leave.

6.5 The specific dates of all holidays will be established in the adopted District calendar. The Exclusive Representative shall be entitled to have one representative serve on the District Calendar Committee.

6.6 If an employee has a workweek which consists of less than five consecutive workdays and a holiday falls on a non-scheduled workday during the workweek for such employee, the employee shall have his/her current or succeeding workweek adjusted to reflect appropriate paid time off. The appropriate number of hours of paid time off shall be determined by dividing the total number of hours in the employee's workweek by five (i.e., 15 hour workweek = three hours of paid time off).

6.7 Notwithstanding the adoption of separate work schedules for the teaching and classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which teachers receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

ARTICLE 7 VACATION

7.1 General

- 7.1.1 Paid vacation shall be granted to all regular classified employees pursuant to the provisions of this article.
- 7.1.2 All newly hired unit members shall accrue vacation credit but shall not be eligible to take paid vacation, except for mandated recess time, (as defined in Sections 7.1.3 and 7.8) prior to completion of their first six (6) months of service.
- 7.1.3 Absent approval of management, unit members whose work year is less than twelve (12) months shall be required to use all vacation during the Thanksgiving, Winter, February and Spring break recesses. At the commencement of the school year, the District shall provisionally credit to the vacation bank of such employees one full day of vacation, provided that:
- (i) Employees hired after the commencement of the school year shall not be credited with any unearned vacation for that school year.
 - (ii) The vacation bank of any employee whose employment terminates prior to the end of the employee's work year will be adjusted to reflect the amount of vacation accrued that work year, pursuant to Section 7.2, minus any vacation time taken that work year prior to the date of termination plus any accrued vacation carried over from the prior year. Any negative balance will be deducted from the employee's final pay warrant.
 - (iii) When an employee reaches an accrual rate of 15 days or more of annual vacation, pursuant to Section 7.2, the crediting of one provisional day of vacation at the commencement of the school year, shall cease.
 - (iv) The vacation bank of any employee who completes the work year shall equal the amount of vacation accrued that work year, pursuant to Section 7.2, minus any vacation time taken that work year, plus any accrued vacation carried over from the prior year.
 - a. Vacation time, if any, may be used, with prior approval of the appropriate supervisor, during the employee's work year.

- b. Unit members shall use excess vacation time (anything over one year accrual) before compensatory time is used.

7.2 Vacation Accrual Rate

Vacation shall be earned and accrued on a monthly basis per hour of service, exclusive of overtime and added assignments.

- 7.2.1 During the first through the third year of continuous service the rate shall be .03846 hours per hour of paid service (10 days per year).
- 7.2.2 During the fourth through the tenth year of continuous service the rate shall be .05769 hours per hour of paid service (15 days per year).
- 7.2.3 During the eleventh through the fifteenth year of continuous service the rate shall be .07731 hours per hour of paid service (20 days per year).
- 7.2.4 After completion of the fifteenth year of continuous service the rate shall be .08462 hours per hour of paid service (22 days per year).

7.3 Except as provided below, the number of days of vacation which may be carried forward to a new fiscal year shall not exceed the unit member's annual allowance. Any excess vacation accrual that a unit member does not take shall be paid out at the end of the fiscal year or carried forward to the following school year at the discretion of the District. A written request and justification for exceeding the carryover requirements must be submitted to the immediate supervisor. The supervisor will work with the unit member to develop a plan for using the excess vacation.

7.4 The unit member's initial date of employment in probationary status shall be the basis for the commencement of a year of service under the provisions of this Article.

Any employee contracted for less than 8 hours who works extra hours on a timesheet for a department other than their contracted position, will accrue vacation hours on the extra time. Such employees may carry forward this accrued vacation time up to the amount needed to keep the employee in a paid status for all the District recess periods listed in Section 7.1.3 of the Agreement. Any such accrued vacation time that exceeds this amount will be paid with the payment of the timesheet. This section only affects time sheet hours outside of the contracted department.

7.5 Unit members may request vacation dates in order of preference. If a conflict arises regarding the approval of vacation dates, the supervisor and employee shall meet in an attempt to arrive at a mutually agreed upon vacation date. The final authority for approval of requested vacation dates is

vested with the supervisor.

- 7.6 Upon separation from service, the unit member shall be entitled to a lump-sum compensation for all earned and unused vacation pay except that unit members who have not completed six (6) months of service in regular employee status shall not be entitled to such compensation.
- 7.7 If a unit member is terminated and has been granted vacation which was not yet earned at the time of separation, the unearned vacation pay shall be deducted from the unit member's final pay warrant.
- 7.8 Subject to prior approval of the supervisor, twelve (12) month employees may take vacation at any time during the school year. It is provided, however, that up to eight (8) days of vacation, with pay or without pay if there is insufficient accrued paid vacation, may be assigned during the Thanksgiving and Winter break recesses to all twelve (12) month ESS Program Aides, Lead ESS Assistants and Preschool Instructional Assistants when the ESS or Preschool Program is not in operation as specified in the ESS and Preschool Program calendars.
- 7.8.1 The District shall provisionally credit one full day of vacation to the vacation bank of twelve (12) month ESS Program Aides, Lead ESS Assistants and Preschool Instructional Assistants who are required to use vacation during the Thanksgiving and Winter breaks prior to assigning them vacation without pay pursuant to Section 7.8, subject to the provisions of Section 7.1.3.(i)-(iii).
- 7.8.2 Twelve (12) month ESS Program Aides, Lead ESS Assistants and Preschool Instructional Assistants who are required to use vacation during the Thanksgiving and Winter breaks may, subject to prior approval of the supervisor, take an equivalent number of days as unpaid vacation at any time during the school year.
- 7.9 Annually, the District shall notify unit members of the amount of their accrued vacation.
- 7.10 If a paid holiday occurs during a unit member's scheduled vacation, such holiday shall not be counted as a vacation day.
- 7.11 Any unit member who becomes ill, injured or bereaved during a vacation period shall be eligible to convert to appropriate leave benefits. For illness, injury, or bereavement of five days or less, employee shall self-verify using form P-9 VSB.

Illness, injury or bereavement of more than five days may require verification using form B-72 or other verification.

Abuse of this provision, including repeated use, may require additional verification as determined by the District.

**ARTICLE 8
HEALTH AND WELFARE BENEFITS**

8.1 Each eligible member of the unit shall be provided a basic insurance package. The basic insurance package shall include major medical, vision, dental, and life insurance coverage. Employees may opt out of the major medical, dental and vision plans provided by Poway Unified School District subject to the provisions of 8.2.3. Specific benefits of the basic insurance package shall be described in the District's basic brochure. Copies of this brochure will be distributed to all members of the unit as soon as they are completed.

8.2 District Contribution for Health and Welfare Benefits

8.2.1 Commencing January 1, 2013, the maximum annual District dollar contribution for Health and Welfare Benefits shall be as follows:

- (a) **\$9,304** for employees who work between seven and seventy-six hundreds (7.76) and eight (8) hours per day.
- (b) **\$8,560** for employees who work between six (6) and seven and seventy-five hundreds (7.75) hours per day.
- (c) **\$6,792** for employees who work between four (4) and five and ninety-nine hundreds (5.99) hours per day.

8.2.2 The discretionary funds (cash to warrant) for employees participating in the basic insurance package shall not exceed \$2,904.00 annually.

For the purpose of qualifying for the above benefits, only regular assigned hours are included. Extra hours, limited term hours, and overtime hours are excluded.

8.2.3 Proof of other insurance coverage must be provided in order to opt out of the major medical and dental plans provided by the Poway Unified School District. Employees opting out of the major medical plan are still required to purchase the mandatory life insurance. Additionally, employees may purchase both dental and vision benefits (see benefit brochure for cost). These benefits will be deducted from the opt out contribution negotiated between the District and PSEA. Maximum cash warrant will be:

- (a) **\$3,386** for employees who work seven and seventy-six hundred (7.76) and eight (8) hours per day.
- (b) **\$3,298** for employees who work between six (6) and seven and seventy-five hundreds (7.75) hours per day.

(c) **\$3,089** for employees who work between four (4) and five and ninety-nine hundredths (5.99) hours per day.

- 8.3 The District's annual contribution for Health and Welfare Benefits (8.2.1) shall be increased by an amount equal to the arithmetic average of the increased costs of the two (2) HMO basic insurance packages (prorated).
- 8.4 Upon initial eligibility or for continuing coverage employees whose monthly net earnings are less than the monthly premium payment, premiums required for coverage must be paid in advance either annually or semi-annually. Insurance coverage shall be canceled if the required premium payment is not received in the Payroll Department in advance of the required premium. If the coverage is allowed to lapse, it may not be reinstated the following year or any year thereafter.
- 8.5 The District shall continue the employer contribution while the employee is on paid leave status, in the same manner as if the employee had remained in regular service. Employees on District approved, non-paid leaves of absence, or retired employees, may elect to continue coverage for themselves and dependents. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly.
- 8.6 Retired employees may purchase the basic health plan for themselves and their eligible dependents - employees must be retired under one of the District's formal retirement plan(s) (PERS, PARS or STRS) early or normal retirement plan provisions; be at least age fifty (50) (PERS,STRS), or age sixty (60)(PARS) or older, and have ten consecutive previous years of service with the District. Retirees' dependents must meet the same eligibility requirements as dependents of active employees. Upon attainment of age sixty-five (65), the retired employee must sign up for Medicare parts A and B (this applies to dependents also). Retiree coverage is available for medical, dental, and vision insurance. Life insurance ceases upon retirement. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly. Retirees may change insurance providers during the regular open enrollment period. If the coverage is allowed to lapse, it may not be reinstated the following year or any year thereafter.

8.6.1 Post Health and Welfare Benefits for Eligible Retired Employees

Unit members, retiring under one of the District's formal retirement plan(s) (PERS or STRS), at least age 55 or older, and having five consecutive years of benefited service with the District will be eligible for a District contribution towards their retiree health coverage through age 65 or Medicare eligibility.

The District contributions will be based on a percentage of the cost of the

lowest price plan for employee only coverage and will vary by years of District service at retirement as follows:

Years of Service at Retirement	District Contribution Percentage
At least 15 years of service but less than 17	80%
At least 17 years of service but less than 20	90%
20 or more years of service	100%

Employees will receive 100% of the District contribution if working between 7.76 and 8 hours, 92% of the District contribution if working between 6 and 7.75 hours, and 73% of the District contribution if working between 4 and 5.99 hours.

All monies paid by the District must be used for medical, dental and vision coverage for the employee. Eligible unit members may purchase additional benefits for eligible dependents. Employees selecting a more expensive medical plan or dependent coverage will pay the difference in premium costs. Employees moving out of the area will be reimbursed to the same dollar amount for use toward medical, dental and vision premiums. Premiums will be reimbursed annually with submission of required documentation.

Eligible unit members must meet all criteria: retire into district plan, age, years of service, years of service in a benefited position, and must be in a benefited position and covered by a district plan at time of retirement. For retirements which take effect on or after June 21, 2012, the words “years of District service” means years of service in any of the District’s bargaining units or in the District’s management association. Additionally, up to five years of District service outside of any of the District bargaining units or its management association shall be counted for purposes of determining “years of District service” under this section.

	15-16.99 Years (80%)	17-19.99 Years (90%)	20+ Years (100%)
4-5.99 -73%	58%	65%	73%
6-7.75 -92%	73%	82%	92%
7.76-8 -100%	80%	90%	100%

For the purpose of this agreement as it relates to eligibility for post retirement benefits, any employee who resigns or retires from the Poway

Unified School District and is then subsequently re-employed by the District on or after June 30, 2006 will carry no service credit forward to qualify for this Post Retirement Health and Welfare benefit and will need to reestablish eligibility.

The funding of this post-retirement medical benefit, as reported for the required GASB 45 actuarial, is partially funded from several existing sources, including an accumulated balance of not less than \$682,000, .63% of salary from a previously negotiated settlements, dedication of 'opt-out' funds (as defined in Section 8.10) not provided to the employee, and interest earned by the post-retirement benefit fund. It is understood that should the annual contributions to the post-retirement benefit funds become less than 1% of total PSEA salaries, or should any of the assumptions contained within the GASB 45 actuarial not be sufficient to fund this post-retirement benefit plan, the parties agree to reopen negotiations immediately in order to ensure this post-retirement benefits plan is independently and fiscally sound.

8.7 Employee and dependents insurance coverage shall be canceled under the following conditions:

- (a) The leave expires and the employee does not return to active duty.
- (b) A required premium payment is not received in the Payroll Department.

8.8 An amount of \$412,039.00 will be used each year to offset medical premiums for active unit members in a manner determined by mutual agreement between the District and PSEA in an interest-based problem solving session(s). These funds represent \$370,267.00 which is redirected each year from the post-retirement benefit fund and \$41,772.00 which is added to the total District contribution each year.

8.9 The District agrees to allow for the continuation of benefits as required by Federal Law (COBRA).

8.10 Use of "Opt Out" Savings for the 2013 calendar year for health benefits as agreed by PUSD and PSEA are:

		2013
# of employees working between 7.76 and 8 hours	X	\$5,918
# of employees working between 6 and 7.75 hours	X	\$5,262
# of employees working between 4 and 5.99 hours	X	\$3,703

ARTICLE 9 LEAVES

9.1 Sick Leave

- 9.1.1 Each twelve (12) month classified employee is entitled to twelve (12) days of sick leave annually, with pay, accumulative without limit. The proration is one day per month of service, or major portion thereof, for all employees including those whose service is less than twelve (12) months annually. New employees may not take over six (6) days of sick leave until they have completed six (6) months of service. All unaccrued leave taken by an employee under this rule shall be deducted from a final paycheck.
- 9.1.2 Proof of illness or injury shall include notification (if possible, prior to absence) to the Superintendent or designee and any further evidence the Personnel Support Services Department may legally require. Unit members requesting sick leave may be required to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. The District need not assume that a unit member's statement establishes disability conclusively, but may require a review and examination by a health care provider selected by the District or a practitioner of the unit member's faith selected by the District. The expense of such review examination shall be borne by the District. Persons absent more than five (5) days may be required to submit to the District a practicing health care provider's statement (Form B-72) that the employee is fit for service. For absences of five days or less, no employee shall be required to provide a health care provider's statement unless the District has a reasonable belief that the employee is abusing sick leave.
- 9.1.3 Classified employees who work five (5) days per week for the full year but for less than a maximum day are entitled to twelve (12) days sick leave each school year of the same length regularly worked. Should a classified employee be transferred from a day of less than maximum time to one of greater maximum time to one of lesser maximum time, time shall be altered up or down. Said employee's sick leave account shall be increased or decreased in direct proportion to the ratio of time previously worked per day to time presently worked per day.
- 9.1.4 Classified employees hired for less than a full year (i.e., ten months) shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. However, a new employee

of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

- 9.1.5 Upon exhaustion of all accumulated sick leave credit, a regular classified employee who continues to be absent for purposes of this policy shall receive extended sick leave pay for a period not to exceed one hundred (100) working days. In order to qualify for extended sick leave pay, an employee shall first utilize all accumulated sick leave and in no event shall days of extended sick leave, when combined with sick leave credit utilization, exceed one hundred (100) days in any school year. Any such days of sick leave beyond those granted under the first paragraph of this rule shall be compensated at 50 percent (50%) of the employee's regular salary. Paid sick leave under this rule shall not include other paid leave such as holidays, vacations or compensating time off to which the employee may be entitled. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year.
- 9.1.6 If all available sick leave is exhausted, permanent employees may opt to use accrued vacation for illness or injury. Such requests must be in writing, accompanied by proof of illness or injury, and submitted to the Associate Superintendent of Personnel Support Services or his/her designee for approval.
- 9.1.7 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which employees of the District have engaged in a concerted work stoppage unless the unit member provides such certification as required by the Superintendent.

9.2 Bereavement Leave

- 9.2.1 Every classified employee is entitled to a leave of absence, after making application, not to exceed three (3) days, or five (5) days if out-of-state travel or travel in excess of 300 miles each way is required, on account of the death of any member of the immediate family as defined in 9.2.2. A bargaining unit employee is entitled to ten (10) days of bereavement leave on account of the death of his/her child or the employee's current spouse. No deduction shall be made from the salary of such employee, nor shall leave be deducted from leave granted by other sections of this Agreement. Employee may be required to submit proof of attending the funeral. All employees will be paid straight time hours on such scheduled days of work for which the employee is excused.

- 9.2.2 Members of the immediate family mean the following relatives of the employee or the spouse of the employee:

Spouse, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandchild, brother, or sister.

Members of the immediate family also include the following relatives of the spouse of the employee or any person living in the immediate household of the employee:

Mother, father, grandmother, grandfather, son, daughter, grandchild, brother, or sister.

Mother and father are defined to include stepmother and stepfather, biological/adoptive mother and biological/adoptive father, and court appointed legal guardian.

Spouse is defined to include husband, wife or domestic partner.

In cases involving a long-established personal relationship between the employee and an individual, bereavement leave may be granted at the discretion of the Associate Superintendent of Personnel Support Services or his/her designee.

9.3 Leaves of Absence for Industrial Accident and Illness

- 9.3.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave accrues immediately by virtue of employment with the employer.
- 9.3.2 Allowable leave shall not be accumulative from year to year.
- 9.3.3 Industrial accident or illness leave will commence on the first day of absence.
- 9.3.4 Payment of wages lost on any day shall not, when added to an award of temporary disability granted the unit member under worker's compensation laws for the State, exceed the normal wages for the day.
- 9.3.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to worker's compensation proceedings. This applies to each accepted industrial injury.
- 9.3.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of

the fiscal year in which the injury or illness occurred.

- 9.3.7 When entitlement to industrial accident or illness leave has been exhausted or not earned, entitlement to another sick and/or vacation leave may be used. A unit member shall be entitled to use only so much of the available sick and/or vacation leave, which, when added to the worker's compensation award, provides for a full day's wage or salary.
- 9.3.8 During all paid leaves of absence, unit members may endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

9.4 Personal Necessity Leave

- 9.4.1 The Board shall provide for a unit member's absence for personal necessity while charging such absence to accumulated sick leave benefits.
- 9.4.2 Subject to this Agreement, the Board reserves the right to specify the manner of proof of personal necessity and the type of situations in which such leave will be permitted.
- 9.4.3 The total number of days used for personal necessity leave in any school year may not exceed seven (7) days.
- 9.4.4 When possible, request for personal necessity leave shall be made at least two (2) days in advance to the principal or supervisor and forwarded to the Superintendent.
- 9.4.5 Advance permission is not required in the following situations:
 - 9.4.5.1 Death or serious illness of a member of the unit member's immediate family. (See Bereavement Leave.)
 - 9.4.5.2 Accident involving the person or property of the unit member or the person or property of a member of the unit member's immediate family.
- 9.4.6 "Personal Necessity" shall be strictly limited to its common and ordinary meaning; to wit, circumstances which are truly unavoidable, beyond the control of the unit member, and in the nature of

compulsion. Leave for personal convenience, civic or non-emergency reasons, or circumstances created by the choice of the unit member do not constitute personal necessity leave.

- 9.4.7 Personal necessity leave may be taken to observe religious holidays for a maximum of three days annually. Such leave requests shall be considered with reference to applicable EEOC guidelines.
- 9.4.8 A father upon the birth of his child and unit members who become parents through the legal adoption will be granted, upon request, up to twenty-three (23) days personal necessity leave in addition to the days specified under Article 9.4.3
- 9.4.9 Personal necessity leave may be granted due to a death or serious illness involving a special or personal relationship upon written request to the Associate Superintendent, Personnel Support Services.

9.5 Maternity Leave

- 9.5.1 The Board shall provide leaves of absence for any unit member of the District whose absence is required by pregnancy, miscarriage, childbirth, or recovery therefrom. Such absence may be requested and granted only in accordance with the provisions of this Agreement applicable to sick leave and uncompensated leave.

9.5.2 Notice

A unit member whose pregnancy has been verified shall report her condition to her supervisor as soon thereafter as known and indicate her plans if she intends to request a leave of absence other than that of temporary disability (sick leave) due to pregnancy, miscarriage, childbirth, or recovery there from.

9.5.3 Certification of Fitness

A pregnant unit member shall present to her supervisor a written statement by her physician or the practitioner of a well-recognized church or denomination of her physical capacity to perform the duties of her position at the time she notifies the Board of her pregnancy and before she resumes her duties following the termination of pregnancy. When, notwithstanding such certification of fitness, the performance of a pregnant unit member has substantially declined from the performance demonstrated by said unit member at the time immediately prior to the time when notification was given of the state of the pregnancy, or when the unit member has been absent more than three (3) consecutive days, the unit member may then be

required to submit a physician's statement or statement of a practitioner of a well-recognized church or denomination that she is physically fit to perform the duties assigned to her.

9.5.4 Temporary Disability Leave (Sick Leave)

A pregnant unit member shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery therefrom on the same basis as leave granted for any illness or injury. The unit member and her physician or practitioner shall determine as far in advance of the anticipated date of childbirth as is feasible the date on which her pregnancy will disable her from the performance of her duties and report that date to her supervisor in order that substitute services may be arranged. Similarly, the unit member and her physician or practitioner shall determine and report the date on which she is likely to be physically capable of returning to her duties following the termination of her pregnancy.

9.5.5 Extended Leaves of Absence

A unit member, who wishes to be absent from her position before she is disabled by pregnancy, miscarriage, childbirth, or recovery therefrom, or beyond the termination of such disability, or both, may request such leave of absence in accordance with the provisions of this Agreement applicable to uncompensated leave. Such leave shall be unpaid and may be required by the Board, if granted, to commence and terminate at times which will least disrupt the continuity of the District's educational program.

9.6 Leave of Absence Without Pay

9.6.1 An extended leave of absence, without pay, may be granted to a permanent classified employee, upon the written request of the employee and approval of the Superintendent or designee, subject to the following restrictions:

(a) Leave of absence, without pay, may be granted for any period not exceeding one (1) year, except that leave for military service shall be granted as provided by the statutes of the State of California and the Military and Veterans Code, and leave for service in the Peace Corps or Merchant Marine during time of national emergency may be granted for a period not to exceed twenty-four (24) months, and

(b) The granting of a leave of absence without pay gives to the employee the right to return to the position classification held at

the time of leave at the expiration of the leave, provided the employee is physically and legally capable of performing the duties required.

- 9.6.2 Employees shall make requests pursuant to Article 9.6.1 on a mutually-agreed upon form. Employees shall be notified in writing whether their request is granted. If the request is denied, the notice shall provide specific reasons for the denial.
- 9.6.3 The Board of Education, may for good cause, cancel any leave of absence by giving the absent employee thirty (30) days notice.
- 9.6.4 An employee may make a written request to the Board of Education to return to work prior to the expiration date of the leave, which may be approved or rejected by the Board.
- 9.6.5 Failure to report for duty within five (5) working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the Board. This provision is not applicable to military leave.
- 9.6.6 If an employee cannot be placed in a vacant position in the same class upon return from leave of absence, the employee shall have bumping and reemployment rights, in accordance with seniority, in the same manner as if the employee had been laid off for lack of work or lack of funds on the date the leave expires.

9.7 Short-term Uncompensated Leave

- 9.7.1 Members of the unit may request a short-term uncompensated leave of absence for a period not to exceed ten (10) duty days.
- 9.7.2 Any unit member wishing to take short-term uncompensated leave shall obtain prior approval from the Associate Superintendent, Personnel Support Services or designee.
- 9.7.3 Leave for the birth or adoption of the employee's child, the placement of a foster child with the employee, leave to care for a seriously ill child, spouse or parent, and leave for the employee's own serious health condition shall be considered appropriate reasons for the granting of short-term uncompensated leave.
- 9.7.4 For personal hardship or health reasons, the Superintendent may grant up to thirty (30) duty days of uncompensated leave upon written request from the unit member.

9.8 Judicial Leave

- 9.8.1 Unit members who are required to serve as jurors or to appear in court pursuant to a lawful subpoena shall be entitled to leave without loss of pay, except as provided for hereinafter.
- 9.8.2 Judicial leave, when granted pursuant to Section 9.8.1 may be granted with pay up to the amount of the difference between the unit member's regular earnings and the amount received for jury or witness fees. All fees received by the unit member must be remitted to the District.
- 9.8.3 Unit members who appear in court under a subpoena must submit a copy of the subpoena and/or a court verification of appearance in order to receive pay under this section.
- 9.8.4 If the unit member receives fees which are in excess of regular earnings, the employee shall be excused without pay.
- 9.8.5 In the event that a unit member is required to appear for jury duty or to appear in court pursuant to a lawful subpoena, and a substitute is hired to replace the unit member, such unit member shall not be required to return to work for that day.
- 9.8.6 In the event that a unit member is required to appear for jury duty or to appear in court pursuant to a lawful subpoena for a daily period of time more than one half (1/2) the unit member's paid assignment and a substitute is not hired to replace the unit member, such unit member shall not be required to return to work for that day.
- 9.8.7 The parties agree to meet and negotiate in an interest-based problem solving session(s) to consider a stipend for 9.5 month unit members who are summoned to serve on jury duty during scheduled work days and defer jury duty to non-contract days.

9.9 Military Leave

Leaves of absence for Military Duty shall be granted and compensated in accordance with all applicable state and federal laws and the provisions of this Agreement.

Additionally, based upon the level of demand and the fiscal resources budgeted by the District, the Board may grant compensated leaves of absence for up to an additional eleven months of one-half regular salary, which the employee would have earned during the twelve-month period of time following commencement of the leave.

9.10 Unauthorized Leave

Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the District and its representatives including all duties and responsibilities as defined by the Education Code, Policies of the Board of Education, the rules and regulations of the District, and provisions of this Agreement.

9.10.1 Unauthorized leave may include, but is not limited to, refusals to provide service, unauthorized use of sick leave, and unauthorized use of other leave benefits.

9.10.2 An employee is deemed to be on unauthorized absence at such time and on such occasions as the employee may absent him/herself from required duties without prior approval of his/her principal or immediate supervisor, except as provided for in this Agreement.

9.11 Compelling Reasons Leave

9.11.1 Each member of the unit shall be eligible to apply for a maximum of three (3) days of Compelling Reasons Leave annually. For the first day granted under this section the unit member shall receive the regular daily rate of pay. For the remaining two days granted under this section, the unit member shall receive one-half of the regular daily rate of pay.

9.11.2 Eligibility for this leave requires at least one workday of advance written notice and approval of the principal or supervisor except in the case of an emergency where prior notice would be impossible.

9.11.3 Eligibility for this leave shall be based upon instances of compelling personal importance which require the unit member to be absent from the work site during duty hours. Legitimate reasons for requesting the leave include unavoidable legal or business transactions or matters involving the unit member's household or family.

9.11.4 Under no circumstance shall the unit member be permitted to use Compelling Reasons Leave for the purpose of concerted or individual work slowdowns or other refusals to perform regular services or any aspect of preparation relating to a work stoppage. Also, under no circumstance shall Compelling Reasons Leave be granted for recreational purposes or for the purpose of extending a holiday or vacation.

9.11.5 All requests for Compelling Reasons Leave shall be subject to a

review by the principal or immediate supervisor to determine compliance with the eligibility requirements set forth in this section.

9.12 Release Time for Promotional Examinations

When promotional examinations are scheduled during a unit member's working hours, permanent unit members shall be permitted to take such promotional examinations during working hours, if necessary, without loss of pay or benefits.

9.13 Personal Reasons Leave

If a member of the unit with a five-hour or more daily assignment finds it necessary to be absent for personal reasons, he/she may secure time off by applying to the immediate supervisor if he/she desires to be absent for a period of time of three (3) hours or less. Such leave is without loss of salary and is granted only when a valid reason for the absence exists. The reason for the leave must be based upon unavoidable personal reasons which cannot be scheduled during non-duty hours. Frequent requests for such absences are to be avoided. Such leave may be approved only when the supervisor is certain the unit member's duty assignment can be adequately covered without the employment of a substitute.

9.14 Family Leave Care

9.14.1 A unit member who has been employed one year as a regular classified employee of the District and who has worked at least 1250 hours in the previous twelve (12) month period of employment with the District shall be eligible for family care leave for up to twelve (12) work weeks within a twelve (12) month period.

9.14.2 Family Care Leave means leave for reason of the birth or adoption of the employee's child, or placement of foster child with the employee; leave to care for seriously ill child, spouse or parent; leave for the employee's own serious health condition.

9.14.3 When applicable, the District may require that a unit member's request for family care leave be supported by a certification issued by a health care provider of the individual requiring leave.

9.14.4 Unit members granted family care leave must utilize all available leave and vacation benefits during the period of leave. Following the exhaustion of all paid leave and vacation benefits the unit member shall be placed on unpaid status for the remainder of the family care leave. For purposes of this section "available paid leave" means leave for which the employee meets the District's usual requirements for the use of such leave.

- 9.14.5 Group health plan coverage and premium payments shall be maintained on the same basis as if the employee were in paid status.
- 9.14.6 The District may recover from the unit member the cost of group health plan premium payments paid by the District during periods of unpaid family care leave if the unit member fails to return to work after the expiration of the leave.

9.15 Donation Of Sick Leave For Catastrophic Illness

- 9.15.1 Sick Leave Bank. The District shall establish a catastrophic illness sick leave bank to which eligible unit members may donate earned and unused sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Catastrophic Illness Sick Leave Bank Donation Form." The form shall clearly state that the sick leave days being donated are irrevocably given to the catastrophic illness leave bank, and cannot be rescinded for any reason whatsoever. A donation to the catastrophic illness leave bank shall be a general donation, and shall not be donated to a specific employee for his or her exclusive use.
- 9.15.2 "Catastrophic illness" is defined to mean an illness or injury that is expected to incapacitate an employee or a member of his or her family, for an extended period of time, and which requires the employee to take time off from work for an extended period of time, and taking an extended period of time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid leave.

Members of the employee's family means the following relatives of the employee: spouse, son, daughter, son-in-law, daughter-in-law, grandchild, domestic partner.

In cases involving a long-established personal relationship between the employee and an individual, a request may be granted at the discretion of the Associate Superintendent of Personnel Support Services or his/her designee.

- 9.15.3 Qualifications to make donations: A unit member must meet the following qualifications in order to make an irrevocable donation to the catastrophic illness leave bank.
 - (a) The unit member must be a permanent classified employee of the District.

(b) The unit member must have an accumulated sick leave balance of at least ten (10) days at the conclusion of the school year immediately preceding.

9.15.4 Amount of Donation: An eligible unit member must donate a minimum of eight (8) hours of sick leave to the bank. A unit member may not donate more than forty (40) hours of accumulated sick leave in any one school year.

9.15.5 All references in this procedure to hours of donations or utilization are based upon full time employment. Hours of donations or utilization for part time employees shall be credited or used on a pro-rata basis.

9.15.6 Maximum number of hours in sick leave bank. The maximum number of hours which may be accumulated in the sick leave bank is 4000 hours.

9.15.7 Qualifications of Recipient

(a) Any permanent unit member who is, or whose family member is suffering from a catastrophic illness is eligible to apply for use of sick leave days in the catastrophic illness leave bank.

(b) To be eligible for use of sick leave bank days, the unit member must have exhausted all accrued paid leave credits, including all days of partial pay sick leave, vacation and other forms of paid leave.

(c) A unit member must use all paid leave credits that he or she continues to accrue on a monthly basis before receiving sick leave hours which have been donated to the catastrophic illness leave bank.

(d) The maximum number of hours to be utilized by one unit member for a single catastrophic illness shall not exceed 400 hours or 50 percent of the total available leave bank, whichever is less.

(e) Any unit member requesting use of sick leave hours in the catastrophic illness leave bank must provide the Governing Committee with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California. The Governing Committee may require the unit member or family member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability.

9.15.8 Procedure

- (a) Annual solicitation by PSEA. Contributions for the catastrophic illness leave bank shall be solicited by PSEA during the month of November each school year. The District shall prepare all forms which are to be used by PSEA for purposes of solicitation. All donation forms must be received by the Payroll Office of the District no later than the last working day in December of each school year.
- (b) All requests for use of accumulated sick leave hours in the catastrophic illness bank shall be presented in writing to the District, which will forward that request to the Governing Committee. The District shall provide the unit member with a copy of this contract provision. It shall be the responsibility of the unit member to satisfy all conditions of eligibility.

9.15.9 Governing Committee

The Governing Committee shall be composed of five members:

1. Three unit members appointed by PSEA.
2. Two administrators.

The duties of the Governing Committee shall include the following:

1. To approve requests for withdrawal from the sick leave bank.
2. To make any additionally necessary governing decisions relative to the operation of the sick bank.

Governing decisions will be made by consensus, where possible. Where a consensus decision cannot be reached, the governing decisions will be made on the basis of a majority vote; four votes will constitute a majority.

9.15.10 PSEA shall hold the District harmless and indemnify the District from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this section.

9.15.11 The Governing Committee's decision to deny a unit member's request for donated catastrophic illness leave is final and not subject to the grievance procedure.

ARTICLE 10 TRANSFER PROCEDURES

- 10.1 A transfer is defined as an employee-initiated movement from one work site to another within the same classification, or, to a related classification in the same job family at the same salary range, or, to a lower, related, classification in the same job family and for which the unit member meets the minimum qualifications of the District.
- 10.2 Each permanent unit member shall have the opportunity to request a transfer. The District shall utilize procedures for the handling of transfer requests. Such procedures shall include the use of a transfer request form, which has been filed with the Personnel Commission. Such requests shall be operative for not more than one (1) calendar year (January to December) and must be resubmitted annually. Acknowledgment and approval by the employee's current supervisor shall not be required to request a transfer.
- 10.3 Outside applicants will be employed for positions only after District employees who have filed transfer requests have been considered for transfer. The following criteria shall be considered in determining transfer:
- (a) The needs and efficient operation of the District as determined by the Superintendent or designee.
 - (b) The recommendation of the current administrator or supervisor.
 - (c) The recommendation of the administrator or supervisor where the vacancy exists.
 - (d) Evaluations and other records of job performance.
 - (e) Recent training and/or experience relevant to the vacancy.
 - (f) Seniority within the classification.
- 10.4 Reassignment is defined as a District-initiated change of employee work location. The District reserves the right to assign and reassign employees consistent with District needs.
- 10.5 Involuntary Reassignment: An involuntary reassignment may be requested by the unit member's principal or department head when he/she deems a reassignment would be in the best interests of the unit member or the District. Before any request for an involuntary reassignment is acted upon, the unit member shall be given at least ten (10) calendar days written notice prior to the start of the school year and fourteen (14) calendar days during the school year by the principal or department head that an involuntary reassignment is being recommended and the reasons therefore. Upon request, an opportunity will be provided for the unit member to meet with appropriate division administrator or the Associate Superintendent for Personnel Support Services to discuss the proposed reassignment. Involuntary reassignments shall not be arbitrary or capricious.

ARTICLE 11
EVALUATION PROCEDURES

- 11.1 The District shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluations known to the employee. The district and PSEA shall form a joint committee which shall review the current evaluation procedures and forms. The joint committee shall be formed within thirty (30) days of the adoption of this Agreement. The committee shall have its initial meeting no later than October 1, 2011. The joint committee shall make recommendations to the District and PSEA negotiating teams any modifications to the procedures or forms. It is the intent of the parties to receive any such recommendation prior to the start of the 2012/13 school year.
- 11.2 Performance evaluations for all probationary employees shall be submitted to the Personnel Department twice during the period of probationary employment, normally during the second and fourth months of service, and will be completed by the employee's designated evaluator.
- 11.3 Performance evaluations for permanent employees shall be submitted to the Personnel Department at least once during the school year. However, performance evaluations for permanent employees who have completed service on Step 5 of the salary schedule shall be submitted to the Personnel Department at least once every other school year.
- 11.4 Unscheduled evaluations may be made of any employee at any time when such evaluation is deemed appropriate by the immediate supervisor or evaluator. Such unscheduled performance evaluations may be made when an employee's job performance has deteriorated since the last regularly scheduled performance evaluation.
- 11.5 Unsatisfactory work performance or any violation of District regulations or Board Policy shall be brought to the attention of the employee in a timely manner. Areas of serious concern shall be described in a written memorandum from the supervisor to the employee.
- 11.6 Reclassified employees shall be evaluated twice during their probationary period in their new classification, normally during the second (2) and fourth (4) months of service.
- 11.7 Upon request, a unit member shall be provided with a copy of his/her current job description.
- 11.8 Procedures to be followed:
- 11.8.1 An important part of each performance evaluation is the

establishment of job targets (goals and objectives) for the coming evaluation period. Monitoring or "feedback" systems, if any, are to be discussed at this time.

- 11.8.2 During the evaluation period, both the employee and the evaluator will take an active role in assessing the progress achieved in meeting the established job targets (goals and objectives). Periodic conferences should be held where necessary. Both the employee and the evaluator should contribute evaluation content regarding duties being performed by the employee that are referenced in the classification description/Work Performance Evaluation. Special importance should be placed upon the evaluator's responsibility to inform the employee of problem areas in his/her performance, and to provide written recommendation regarding performance goals.
- 11.8.3 At the end of each evaluation period, a Work Performance Evaluation shall be made by the appropriate evaluator and discussed in conference with the employee. Upon initial presentation of the evaluation document, the employee has the option of continuing the conference or postponing the conference up to two (2) working days pending review of the evaluation document by the employee.
- 11.8.4 Evaluation forms shall be signed by both the supervisor and the unit member being evaluated. The signing of the evaluation form may not necessarily mean the unit member is in agreement with the evaluation but shall signify that he/she has reviewed the evaluation and received a copy. One copy of the evaluation shall be retained by the unit member and one copy shall be retained by the supervisor. Also, one copy shall be sent to the Personnel Department for inclusion in the unit member's permanent file.
- 11.8.5 Each evaluation shall reflect the judgment and review of the evaluator. Any category evaluated as "Needs Improvement" or "Unsatisfactory" shall include written recommendations for correction unless the District intends to commence dismissal proceedings.

11.9 Appeals of Evaluations

- 11.9.1 Where the employee disagrees in part, or totally, with an evaluation report, he/she shall have the right to submit a written, signed rebuttal to the report which shall be attached to the evaluation report and included in the employee's permanent personnel file.
- 11.9.2 Any unresolved disagreement or dispute arising from an unsatisfactory Work Performance Evaluation report may be referred to the Associate Superintendent/Personnel Support Services. Notwithstanding the availability of a limited appeal under this

paragraph, PSEA may challenge the evaluation as part of the appeal of discipline if the discipline imposed relies, in whole or in part, on that evaluation.

- 11.10 Special Commendations for work performance can be noted as part of the Work Performance Evaluation. Special Commendations may also be made at any time by his/her evaluator by written memo.

ARTICLE 12 GRIEVANCE PROCEDURES

12.1 Purpose

The purpose of this Article is to provide a procedure for the processing of grievances pertaining to a dispute which is defined in Section 12.2.1.

12.2 Definitions

12.2.1 A "grievance" is a claim by an employee, a group of employees, or PSEA of an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement. Other employer/employee relation matters are not within the scope of this procedure.

12.2.2 An "employee" is a classified person employed by the Poway Unified School District who is covered by the terms of this Agreement.

12.2.3 A "working day" is one of the days during which the District Office is open for business.

12.2.4 "Supervisor" is the administrator having immediate jurisdiction over the matter which gave rise to the grievance.

12.2.5 A "grievant" is an employee and/or PSEA alleging a violation, misinterpretation, or misapplication of the express terms of the Agreement.

12.2.6 A "multiple grievance" is an identical grievance filed by more than one (1) grievant at the same time. By mutual consent of the members of the entire group and the District, the parties may agree to process these grievances as a single grievance. However, no more than two (2) members of the group shall represent the group.

12.2.7 A "representative" for purposes of employee representation, is a steward, PSEA staff representative, or legal counsel approved by PSEA in writing, selected by the grievant to assist him/her in presenting and processing his/her grievance.

12.3 Level I - Informal Resolution

12.3.1 The employee shall meet with his/her supervisor to discuss the potential grievance in an attempt to resolve it informally. The grievant has the right to a representative at the informal level. If the potential grievance is not resolved at this level, the employee may proceed to Level II.

12.3.2 Every attempt will be made to resolve a grievance at the lowest level possible. Resolutions reached at this stage shall be final but shall not be precedential nor inconsistent with this Agreement.

12.3.3 A grievant who is not under the supervision of a principal or immediate supervisor may initiate a grievance by filing the grievance form at Level III with the Associate Superintendent, Personnel Support Services, or his or her designee. If the grievance relates to an alleged violation, misapplication or misinterpretation of the Agreement with potential impact upon all bargaining unit members, or two or more bargaining unit members with more than one supervisor or principal, the grievance may be initiated by the filing of a grievance form at Level III with the Associate Superintendent, Personnel Support Services, or his or her designee.

12.4 Level II - Formal Written Procedures

12.4.1 A grievant must initiate a formal grievance by filing a completed grievance form with the employee's supervisor within twenty-five (25) working days of the event giving rise to the grievance, or within twenty-five (25) working days of when the employee could reasonably have known of the event. Upon request, a grievance form shall be provided by the District. Relevant information obtained during Level I may be inserted. In cases where PSEA is neither the grievant nor the grievant's representative, the District will provide PSEA with a copy of the written grievance within five (5) working days of it having been filed, and will further provide PSEA with a copy of any appeal(s) and written response(s) within five (5) working days of being filed or issued.

Information copies shall be sent to the Associate Superintendent, Personnel Support Services. Information shall include:

- (a) A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.
- (b) A listing of the provisions, which are alleged to have been violated, misinterpreted, or misapplied.
- (c) A listing of specific actions requested of the school district which will remedy the grievance.
- (d) A request for a conference with the supervisor or his/her designated representative, if desired.

12.4.2 If requested by either party, a conference will be held within ten (10) working days after receipt of the written grievance. The grievant and the supervisor may each request the presence of a representative at any conference.

12.4.3 The supervisor or his/her representative shall render a written decision to the employee within ten (10) working days after the conference with the grievant. If no conference is requested, a written decision will be rendered within fifteen (15) days after receipt of the written grievance. Informational copies of the decision shall be sent by the supervisor to the Associate Superintendent, Personnel Support Services.

12.5 Level III - Appeal to the Associate Superintendent, Personnel Support Services and/or Initiation of Grievance by PSEA/Group of Members

12.5.1 Should the proposed resolution at Level II be unsatisfactory, the grievant may, within ten (10) working days after receiving the written response from the immediate supervisor, appeal the decision to the Associate Superintendent, Personnel Support Services by forwarding the original grievance form, which shall include the following information:

(a) The violation, misinterpretation, or misapplication of the Agreement.

(b) The adverse effects upon the grievant.

(c) The specific remedy sought.

(d) The specific reasons why the resolution proposed by the supervisor is unsatisfactory.

(e) A request for a conference with the Associate Superintendent, Personnel Support Services (or designee), if desired.

(f) And the Level II response.

12.5.2 If a grievance is initiated by PSEA on its own behalf or on behalf of a group of members, then the grievance shall be initiated in writing on a grievance form and sent to the Associate Superintendent, Personnel Support Services, or his or her designee, within twenty-five (25) working days of the event giving rise to the grievance, or within twenty-five (25) working days of when PSEA or the employees could reasonably have known of the event. Information on the grievance form shall include:

- (a) A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.
- (b) A listing of the provisions, which are alleged to have been violated, misinterpreted, or misapplied.
- (c) A listing of specific actions requested of the school district which will remedy the grievance.
- (d) A request for a conference with the Associate Superintendent, Personnel Support Services (or designee), if desired.

12.5.3 If requested by either party, a conference will be held within ten (10) working days after receipt of the written grievance and/or appeal.

12.5.4 The Associate Superintendent, Personnel Support Services, upon receiving a filed grievance, will investigate the situation and prepare a proposed resolution within ten (10) working days. This proposed resolution will be in writing and a copy will be sent to the grievant, PSEA and the supervisor involved, if applicable.

12.5.5 Resolutions reached at this level will be final and, in cases where PSEA is either the grievant or the grievant's representatives, will also be precedential. Nothing herein precludes the parties from settling a grievance on a non-precedential basis.

12.5.6 Either party can request the services of a mediator from the State Mediation Services to attempt to resolve the grievance prior to the deadline for submission to Level IV of the Grievance Procedure. While the mediator shall not have the authority to impose a settlement on the parties, the mediator shall produce a written mediator's proposed settlement within ten (10) working days of the mediation upon the request of either party. Said proposed settlement shall be inadmissible in any further proceedings.

12.6 Level IV Appeal to Binding Arbitration

12.6.1 Should PSEA believe that the resolution prepared by the Associate Superintendent, Personnel Support Services fails to alleviate the alleged contract violation or misapplication, PSEA may appeal to arbitration within ten (10) working days after receiving the Associate Superintendent, Personnel Support Services' decision or, if applicable, the mediator's proposed settlement. As part of the appeal, PSEA shall forward a written request for arbitration to the State Mediation/Conciliation Service with a copy to the Associate Superintendent, Personnel Support Services. PSEA shall request

that the State Mediation/Conciliation Service provide a list of seven names as potential arbitrators. Any arbitrator on the list shall have an office in Southern California (San Diego, Orange, Los Angeles, Riverside, San Bernardino, or Imperial Counties).

- 12.6.2 If the parties have not mutually agreed upon an arbitrator, the grievant and the employer's representative shall select the arbitrator from the list of seven names provided by the State Mediation/Conciliation Service. Each party may, in turn, strike out one name until only one name remains. Should more than one arbitrator remain acceptable to the parties, the particular arbitrator will be decided by lot.

The first option of elimination shall alternate. All grievances reaching the arbitration level shall be numbered. The odd numbered grievances will give the grievant first right to elimination; even numbered grievances will give the employer first right to elimination.

- 12.6.3 All documentary evidence to be presented at the arbitration hearing shall be disclosed to the opposing party at least ten (10) working days prior to the arbitration hearing.

Each party shall notify the other party of the identity of witnesses to be presented during the arbitration. Such notification shall occur at least ten (10) working days prior to the arbitration hearing.

Nothing herein prohibits a party from presenting documentary evidence or witnesses in rebuttal which were not previously disclosed. In addition, a party may request permission from the arbitrator to present documentary evidence and/or witnesses that were not previously timely disclosed. The arbitrator may grant the request upon a showing of good cause for the short notice and lack of prejudice to the other side.

- 12.6.4 The parties may mutually agree on the locale where the arbitration is to be held.

The hearing shall commence at the convenience of the arbitrator, provided however, that all sessions shall occur on working days.

All costs for the arbitrator, including, but not limited to, per diem, travel and subsistence expenses, and the cost of any hearing room, shall be paid by the non-prevailing party to the arbitration. The identity of the non-prevailing party shall be determined by the arbitrator. Either party may request a transcript of the hearing. The expense of such transcript shall be paid by the party requesting a transcript. All other costs attendant to the arbitration will be borne by the party incurring

them, including, but not limited to, attorney, or other fees, duplicating costs, witness subpoena fees and mileage, expert's consultation and witness fees. Release time for witnesses employed by the District shall be the time of actual testimony at this hearing plus a reasonable period before and after the giving of testimony at this hearing. A full day release time may be given when necessary.

12.6.5 Powers, Duties, and Limitations of Arbitrator

- a. The arbitrator is limited to the terms of the grievance and this Agreement and shall not add to, subtract from, modify, vary, or alter the terms or conditions of this Agreement. The arbitrator shall limit the award strictly to the interpretation or application of the express provisions of the Agreement, and the arbitrator shall have no authority to interpret the provisions of local, state, or federal rules, regulations, statutes, guidelines, policies, or judicial precedents unless these are specifically referred to in the express provisions of the Agreement.
- b. The arbitrator is without power or authority to make any award which requires the commission of an act prohibited by law or which is violative of or contradictory to the terms of the Agreement.
- c. The arbitrator shall not consider or hear evidence concerning the reasons or causes for dismissal, suspension, or layoff. Also, the arbitrator shall not consider or hear evidence concerning the reasons or cause for other discipline of unit member(s) which may be outside the express provisions of the Agreement.
- d. No arbitration shall occur where another administrative, judicial or legal body, tribunal, agency, or forum exists which may or could have resolved the allegations contained within the grievance, including, by way of example and not by way of limitation, the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission.

12.6.6 The arbitrator shall render a written award and mail that award directly to each party within thirty (30) days from the close of the record or as mutually extended by the parties. The written award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on all the questions submitted to the arbitrator.

12.6.7 The arbitrator may, upon written application of a party to the arbitration made not later than ten (10) days after the receipt of a copy of the award, correct the award because there was an evident miscalculation of figures or the award is imperfect in a matter of form

not affecting the merits of the controversy. The party requesting correction shall mail a copy of the request to each other party, with the other party possessing five (5) days from its receipt to respond. The arbitrator shall possess thirty (30) days to make such corrections if desired.

12.7 Representation

- 12.7.1 At any step in this procedure, the grievant may be heard personally or may be represented.
- 12.7.2 The person against whom the grievance is filed, and all parties interested, may be represented by no more than two (2) persons of their choice at any one conference.
- 12.7.3 Designation of the grievant's representative shall be in writing. The designation shall be filed on the grievance form at Level II.

12.8 General Provisions

- 12.8.1 An employee who wishes to have a grievance heard under this procedure must initiate action within twenty-five (25) working days of the time he/she had knowledge of the act or omission giving rise to the grievance, or within twenty-five (25) working days of when the employee could reasonably have known of the event.
- 12.8.2 Time allowances set forth in this grievance procedure may be extended by mutual consent of the grievant and the District.
- 12.8.3 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.
- 12.8.4 All grievances must begin at the lowest level at which resolution is possible and may be terminated at any level by the grievant's written or oral statement.
- 12.8.5 The failure of the grievant to respond to reasonable conference opportunities within the time line specified herein shall terminate the grievance.
- 12.8.6 By mutual consent of both parties, steps in this procedure may be omitted.

- 12.8.7 The District shall not agree to the resolution of the grievance until PSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. No resolution of a grievance can modify the terms of this Agreement without the express concurrence of PSEA.
- 12.8.8 If an employee leaves the unit before a decision is reached concerning a grievance which is applicable to that employee and no compensation issue is involved, the grievance shall be terminated with respect to that employee.
- 12.8.9 A grievant may withdraw a grievance at any time.

ARTICLE 13
SAFETY CONDITIONS OF EMPLOYMENT

- 13.1 The District shall comply with the provisions of the Occupational Safety and Health Act, as amended, and regulations relating thereto.
- 13.2 The Superintendent shall be responsible for the promulgation of safety rules for all unit members and shall appoint a district safety officer to oversee the conditions of the District facilities.
- 13.3 A unit member who becomes aware of a possible hazard to safety within a school building or on the school premises shall inform the building principal or supervisor who shall investigate the possible hazard and recommend appropriate action. No reprisal shall be taken against any unit member who has reported a possible safety hazard.
- 13.4 A designated PSEA representative and the site administrator or supervisor may jointly investigate any alleged safety problem in an attempt to arrive at a mutually satisfactory remedy, providing that the employee has first brought the alleged safety problem to the attention of the supervisor.
- 13.5 If the employee believes a safety problem continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation with a PSEA representative.
- 13.6 The parties agree to establish a joint PSEA/PUSD safety committee to meet at the reasonable request of either party to discuss safety related problems, if any, and propose recommendations. The parties shall each select three committee representatives. One of the District's committee representatives shall be the District Safety Officer.
- 13.7 Should the employment duties of an employee reasonably require the use of any equipment or gear to insure the safety of the employee or other, the District agrees to furnish such equipment or gear.
- 13.8 The District will provide all unit members exposed to hazardous conditions with job-appropriate training necessary for the safe performance of the job responsibilities. Such training will include, but not be limited to:
1. Procedures to prevent the spread of contagious diseases;
 2. Proper ergonomic set up and operation of work stations;
 3. Professional Assault Crisis Training (ProACT) or comparable training; and
 4. Correct lifting procedures.

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 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 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, 2013, the 2012-2013 Salary Schedule will be increased by .63%.

If the 2013-2014 Salary Schedule for any other bargaining unit is increased by more than 1% for the 2013-2014 school year, the parties will promptly commence negotiations regarding the implementation of a 2013-2014 Salary Schedule increase for the PSEA bargaining unit equal to the percentage increase above 1% received by the other unit.

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.

14.7 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 ½ 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 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.

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 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 of nine and one-half (9 1/2) or ten (10) months, will have the option to receive twelve (12) 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 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 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. 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.

ARTICLE 15
LAYOFF, REEMPLOYMENT AND CONTRACTING OUT

15.1 Definitions

- 15.1.1 Regular Classified Employee: A classified employee who is either a permanent or probationary employee serving in a position which has been approved by the Board as a permanent position.
- 15.1.2 Classification: The official District title given to a class of positions and appearing on the official District class description.
- 15.1.3 Termination: Separation from District employment by resignation, retirement, discharge, death, abandonment of position, layoff, or failure to accept reassignment.
- 15.1.4 Length of Service: Refers to the period of service as a regular classified employee within one or more classifications.
- 15.1.5 Seniority: Shall be determined based upon initial hire date in regular classified employee status.
- 15.1.6 Seniority Within a Classification: Total length of service since the last appointment as a regular classified employee to the classification. All service in the classification plus higher classifications shall count as seniority in the classification.
- 15.1.7 Seniority Accrual: Seniority shall be accumulated during absences resulting from paid leaves of absence until such time as the employee is terminated from his/her employment with the District.

15.2 Decision to Lay Off

Whenever it becomes necessary to reduce hours or lay off employees for lack of work or lack of funds, the procedure shall be as delineated in this Article. The decision to layoff or reduce hours is solely that of the Board and shall not be bargainable or grievable. The District agrees to meet and negotiate with PSEA regarding the decision and impacts and effects to implement an across-the-board work year reduction for all classifications of employees in the PSEA bargaining unit. Notwithstanding the foregoing, the District retains the unrestricted right and discretion to lay off individual employees and to reduce daily assignments, annual days of service and months of service for individual employees and particular classifications of employees. PSEA and the district agree the provisions of this section shall continue and shall be operative beyond the expiration of this Agreement or any successor agreement.

15.3 Timing of Layoffs and Reductions in Hours

Employees to be laid off or reduced in hours shall be given written notice of layoff or reduction in hours not less than sixty (60) calendar days prior to the effective date of layoff or reduction in hours.

In the case of reductions in hours, the District shall give PSEA written notice of at least fifteen (15) calendar days before the Board approves any reduction in the hours of any classified employee. The notice shall include the proposed reduction and the reasons therefor.

Nothing herein provided shall preclude a layoff or reduction in hours for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff or reduction in hours resulting from causes not foreseeable or preventable by the Board, without the notice required in this article.

15.4 Order of Layoff

Employees shall be laid off by classification according to their status in the following order: first, probationary; second, permanent. In the case of permanent and probationary employees, classification seniority will be the determining factor. In the event of a tie, the employee with less District seniority shall be laid off. If a tie still exists, the employees affected shall draw lots to break the tie. The last appointed regular employee in any given classification shall be laid off first. All service in the classification plus higher classifications shall count as seniority in the classification. (Service in temporary or restricted status shall not count toward seniority.) Regular classified employees on layoff retain classification seniority and District seniority up to thirty-nine (39) months.

15.5 Displacement Rights

Regular classified employees in positions which have been eliminated or reduced in hours shall have the right to displace the least senior employee in their classification whose assignment most closely approximates their own hours per day and days per work year. If there is no least senior employee in the same classification employees may displace the least senior employee in the next lower classification in which they have served as either a probationary or permanent employee and have greater classification seniority than the least senior employees.

In the event of an employee having the option of exercising their displacement rights, the following displacement procedure will clarify the language in 15.5 and be applied as the displacement procedure. The steps will be taken in numerical order.

- 15.5.1 An employee whose position is eliminated or reduced shall first be placed in a vacant position with an equal assignment in the same classification when compared with the employee's current position.
- 15.5.2 If the previous option is unavailable, the employee shall be placed in a vacant position that has additional assigned time in the same classification when compared with the employee's current position.
- 15.5.3 If the previous option is unavailable, the employee shall have the right to displace the least senior employee in the same classification whose assignment is equal in hours per day and days per work year.
- 15.5.4 If the previous option is unavailable, the employee shall have the right to displace the least senior of the less senior employees in their classification whose assignment most closely approximates the employee's own hours per day and days per work year. This assignment may hold more hours or fewer hours than the employee's current position. If there are two positions in option 4 above, whose hours equally approximate the employee's current position, one with more hours and one with less, the employee will have the right to the position held by the least senior employee regardless of the number of hours of the position.
- 15.5.5 If the previous option results in the elimination of the employee's current Health and Welfare benefits, as an alternative, the employee shall also have the option of bumping into an equal or lower classification, which they previously held as a classified employee, for the purpose of non-elimination of Health and Welfare benefits. The employee will repeat the sequence of options 1-4, outlined in this rule for equal or lower classification.

15.6 Reemployment

- 15.6.1 Regular classified employees who are laid off shall be placed on the reemployment list in order of their classification seniority which shall be in reverse order of layoff. This reemployment list shall supersede the existing promotional and open eligible lists for the classification and shall remain in force for a period of thirty-nine (39) months from effective date of layoff. An employee who accepts a reassignment involving loss of salary in lieu of layoff shall remain on the reemployment list for an additional twenty-four (24) months.
- 15.6.2 A permanent employee who elects to retire in lieu of layoff, accepts a voluntary demotion, or accepts a reduction in time shall be placed on the reemployment list in accordance with Section 15.6.1 of this Article.

15.7 Notification of Reemployment

An employee who is laid off and becomes eligible for re-employment shall be notified by certified mail addressed to the last known address on file with the Personnel Department. Such employees shall have four (4) working days from receipt of notice to respond to the offer of reemployment. Should the notice of reemployment be undeliverable or the noticed employee not accept the offer of reemployment, the employee's name shall be removed from the reemployment list and it shall be presumed that the employee shall have exhausted his/her reemployment rights. Upon acceptance of reemployment, the employee shall have five (5) workdays to report for work unless the District agrees to an extension of the reporting date. Such extension shall be solely at the discretion of the District.

15.8 Miscellaneous Provisions

15.8.1 Demotion in Lieu of Layoff

A regular classified employee who is demoted in lieu of layoff has the same reemployment rights in the employee's higher classification as an employee who is laid off from the same classification.

15.8.2 Other Provisions

15.8.2.1 Employees who are laid off may apply for substitute and limited term work in any classification for which they meet the qualifications.

15.8.2.2 Employees on reemployment lists shall be eligible to apply for promotional examinations for which they can qualify.

15.8.2.3 No limited term or substitute employees shall be employed in vacant positions from which regular classified employees are currently laid off until exhaustion of the reemployment list for that position. It is provided, however, substitute employees may serve in a vacant position pending responses from the reemployment list.

15.8.2.4 A laid-off employee who is reemployed within thirty-nine (39) months after his/her last day of paid service shall have restored to him/her all of the rights and benefits (including previously accumulated sick leave) pertaining to regular classified employees in the class to which he/she is reemployed.

15.9 Benefits

- 15.9.1 For those regular employees laid off, all earned and unused vacation shall be paid in the final salary warrant due the employee.
- 15.9.2 Any employee who is subject to layoff who has been receiving health and welfare benefits shall receive health and welfare benefits for the calendar month in which the layoff occurs and for the calendar month immediately thereafter.
- 15.9.3 Employees notified of layoff resulting in the elimination or reduction of the employee's current District dollar contributions for health and welfare benefits under Section 8.2.1, shall be granted upon written request up to three days of release time to seek other employment.

15.10 Zipper Clause

- 15.10.1 This Article shall be the complete settlement of all issues related to layoffs, reemployment, voluntary demotions in lieu of layoff and the impacts and effects of all these matters. PSEA and the District hereby clearly and unequivocally waive and relinquish all of their rights to negotiate any of those matters. (This waiver shall not prohibit either party from reopening this agreement/article where such reopening rights have been agreed to pursuant to the provisions of the collective bargaining agreement between the parties.)
- 15.10.2 Upon written request, the District agrees to negotiate with the union over the impacts and effects of a reduction in hours, excluding effective date, for employees in the bargaining unit. Such written request shall be submitted to the Personnel Department within ten (10) calendar days following notification of PSEA by the District.

15.11 Workload

Current employees will not be expected to pick up the workload of employees who are laid off or reduced in hours.

15.12 Use of Volunteers

- 15.12.1 The District will not utilize volunteers in lieu of classified employees who are laid off or reduced in hours.
- 15.12.2 Donation of Work The District shall not accept the donation of work when it results in the layoff or reduction of bargaining unit employees or positions.

15.13 Subcontracting

15.13.1 The District will not contract out the work which has been customarily and routinely performed by employees who have been laid off. This section shall not be interpreted to restrict the right of the District to contract out work on a temporary basis to meet the operational needs of the District. (See Article 3, District Rights)

15.13.2 For the 2011-2012 school year only, the District agrees it will not subcontract out bargaining unit work unless such work is currently being subcontracted out by the District or there is a need to subcontract out the work on a temporary basis to meet the operational needs of the District.

15.13.3 Contracting-Out Review Committee

The parties shall form a Contracting-Out Review Committee that shall meet periodically, but not less than once per quarter. The committee shall be composed of an equal number of PSEA-appointed committee members and District management employees. The committee will report its findings and make its recommendations to the negotiating teams designated to negotiate a successor agreement. The District shall provide committee members with a description of all bargaining unit work contracted out by the District. The committee shall discuss the following issues:

- (A) The efforts of the District to engage in competitive recruitment for the positions;
- (B) Whether the work contracted out is work which was previously contracted out by the District;
- (C) Whether the work contracted out is work that was previously performed by employees who were laid off or reduced in hours; and
- (D) The cost of District of contracting out the work *vis-a-vis* the cost of hiring regular employees.

15.14 Impacts and Effects of Reduction in Hours

A permanent employee who elects to retire in lieu of layoff, accepts a voluntary demotion, or accepts a reduction in time shall be placed on the reemployment list in accordance with Section 15.6.1 of this Article.

15.14.1 Employees shall be paid their regular hourly rate when working beyond their reduced assignment. Hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid overtime consistent with the California Education Code and FLSA.

15.14.2 Employees who are required to work additional days or hours in excess of their basic assignment shall receive prorated leaves and benefits in accordance with Education Code Section 45136 and 45102.

ARTICLE 16
PSEA ORGANIZATIONAL RIGHTS

- 16.1 Subject to compliance with applicable District rules and regulations, PSEA shall be permitted to use school facilities for the purpose of conducting organizational meetings. Such use shall be consistent with the provisions of the Civic Center Act and no cost shall be charged for such use unless additional set up or custodial charges are incurred by the District. In such cases, the association shall reimburse the District for such excess costs in accordance with current District practice.
- 16.2 PSEA shall have the right to post and remove PSEA written materials on designated District bulletin boards located at each campus and major work sites. A copy of materials to be posted on the bulletin boards shall be furnished to the principal or other designated supervisor. Such materials shall be clearly identified by title of the organization and the date of preparation.
- 16.3 PSEA shall be permitted to use the District mail services for the purpose of distributing official organizational communications to its membership. Each school or appropriate work area shall designate a location for receipt of organizational materials. It shall be the responsibility of PSEA to distribute its own materials to individual employees.
- 16.4 The Board agrees to grant PSEA representative(s) access to unit members at their work site during the lunch hour, break period, or before or after work, as long as the employee's immediate supervisor is previously informed and such contact does not interfere with the employee's assigned work or the orderly operation of the District.
- 16.5 The District shall provide PSEA with one copy of its Policy and Procedure Manual and revisions thereto.
- 16.6 The District shall provide PSEA with one copy of the preliminary budget, publication budget, and final budget at any time when the District prepares such documents.
- 16.7 The District will provide PSEA with one copy of a seniority listing by hire date and within each class at any time in which the District prepares such a seniority list. A seniority listing shall be provided PSEA prior to the issuance of written layoff/reduction-in-hours notices to employees.
- 16.8 Following the final preparation of this agreement, the District shall provide a copy of this agreement to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the initial preparation of this agreement shall be provided with a copy of this agreement at the time of employment. Also, the District agrees to provide each employee in the bargaining unit with a copy of any written amendment agreed to by the

parties during the term of the agreement.

16.9 Monthly, the District shall provide PSEA with a listing of all employees in the bargaining unit. Such listings shall include the employee's ID number, name, work location, position title, home address and telephone number.

16.10 Within five (5) working days of April 1 and October 1 of each year, the District shall provide PSEA with a list of employee requests for unpaid leaves of absence, pursuant to Article 9.6, made in the preceding biannual period (October-March and April-September, respectively). The list shall include the employee name and classification, the length of leave requested, reason given for the requested leave, whether the leave was granted, and the length of the leave granted. If a leave was denied, the specific reasons for the denial shall be stated.

16.11 Consultation Committee

16.11.1 An Employer-Employee Relations Consultation Committee shall be established for the purpose of discussing employment related issues of common concern to unit members represented by PSEA.

16.11.2 The Committee shall be composed of two representatives from PSEA and two representatives from administration. The Associate Superintendent of Personnel Support Services shall be a permanent member representing administration. Both the administration and PSEA may request the presence of non-employee consultants to attend the committee meetings.

16.11.3 Meeting agendas and the time of meeting shall be subject to mutual agreement of the parties.

16.12 Release Time

16.12.1 Release Time/Grievances/Disciplinary Proceedings

A PSEA steward or representative designated by PSEA shall be given reasonable periods of release time to process grievances and to provide representation to unit members subject to disciplinary meetings or proceedings. Supervisors shall be given at least one workday prior written notice in the event release time is requested. The parties shall attempt to schedule grievance/disciplinary proceedings at times which are least disruptive to the normal operational requirements of the District.

16.12.2 PSEA shall notify the District in writing of the names of all duly appointed stewards.

16.12.3 In addition to statutorily-mandated release time, the President of PSEA and/or designee(s) shall be granted a total of up to ninety-six (96) hours of release time to attend meetings, conferences, seminars, training and/or Association-related professional developments or otherwise participate in the Association. Such release time shall be charged in increments of one-half day (4 hours).

16.13 Individual Right to Association Representation

16.13.1 If any unit member is required to attend a meeting wherein the employer intends to "elicit damaging facts" which may give rise to possible discipline, such unit member, upon request, shall be entitled to have a PSEA representative present at such meeting. The unit member will be advised by the District of this right prior to the meeting and shall be given an opportunity to obtain such representation. It is understood there is no right to representation where the only purpose of the meeting is simply to deliver written notice of discipline.

16.13.2 Affected unit members shall be notified of the purpose of any meeting wherein a supervisor intends to conduct an investigatory interview which might result in discipline to the unit member.

16.13.3 In the event a supervisor intends to schedule a meeting described in paragraph 16.12.1 hereinabove, which would give rise to a request for PSEA representation, the affected unit member shall be given advance notice of at least two (2) duty days or four (4) calendar days, whichever is greater. If a PSEA representative is unavailable on the scheduled meeting time and date, the parties shall make a reasonable effort to reschedule the meeting as soon as possible. Under such circumstances, the supervisor and/or employer representative may agree to continue the meeting to a future date.

16.14 Site Representation Committee (SRC)

The District and PSEA agree to establish a joint committee at each school site to discuss matters of mutual concern. This committee shall meet at reasonable times upon the request of either the principal or unit committee members representing various job classifications at the work site. Unit members on the committee shall be selected by PSEA. The principal and not more than two other administrators shall represent the District on the committee.

If at any time PSEA and PFT, in conjunction with the District, agree to a joint committee, i.e., PSU/UBC, the aforementioned SRC shall be incorporated into the new entity.

16.15 The District agrees to provide PSEA with a voice mailbox through the District's

telephone system and with an e-mail address through the District's e-mail system.

- 16.16 Within two workdays of each new employee orientation, the District shall provide PSEA an orientation summary for new PSEA employees. The summary shall include the employee's name, position, primary work location and estimated work start date. Also, the summary shall include a listing of employees who are transitioning from substitute or non-represented employee status to PSEA employee status.

ARTICLE 17
NONDISCRIMINATION

- 17.1 The District and PSEA agree that neither party will discriminate against any employee in the bargaining unit because of such individual's race, color, national origin, ancestry, religion, marital status, sex, disability, medical condition, HIV status, sexual orientation, gender identity, status as a veteran, citizenship, political affiliation, age or participation or nonparticipation in lawful union activities. For the purposes of this article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, or health impairments related to genetic characteristics.
- 17.2 Any alleged violation of 17.1 above shall not be subject to the grievance procedures. All such alleged violations shall be processed in accordance with the requirements of other agencies duly authorized to consider such allegations, i.e. Public Employment Relations Board, the Equal Employment Opportunity Commission and like agencies.

ARTICLE 18
PERSONNEL FILES

18.1 The personnel file of each unit member shall be maintained at the District's central administration office.

18.2 Unit members shall be provided with a copy of any derogatory written material five (5) workdays before it is placed in the unit member's file.

The unit member shall acknowledge that he/she has read such material by affixing his/her signature on the document with the understanding that his/her signature signifies only that he/she has read the material and does not necessarily indicate agreement with its contents.

The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and prepare a written response to such material. Such written response shall be prepared within the five (5) workday period mentioned hereinabove. The written response shall be attached to the derogatory material.

18.3 A unit member shall have the right to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the person involved, which were prepared by identifiable examination members, or were obtained in connection with a promotional examination.

18.4 All personnel files shall be kept in confidence and shall be available for inspection only by the Board or appropriate management employees or authorized agents of the District when necessary in the proper administration of the District's affairs or the supervision of the employee.

18.5 Any person who drafts written derogatory material for placement in an employee's personnel file shall sign the material and signify the date on which such material was prepared.

18.6 A unit member may execute a written authorization which permits a PSEA representative the opportunity to review the unit member's personnel file. Such right of review shall not include those documents exempted from review under the provisions of Section 18.3 hereinabove. The written authorization may also grant the PSEA representative the right to review other employment documents pertaining to the particular employee so long as such information is subject to disclosure under the provisions of federal or state law.

ARTICLE 19
CONCERTED ACTIVITIES

- 19.1 The District and PSEA recognize that the continuation of the educational program is of utmost importance and that differences between the parties hereto shall be settled by peaceful means without interruption of the educational program. Accordingly, in consideration of the terms and conditions of this Agreement, PSEA, its agents, employees and unit members will not engage in, encourage, instigate, support, or condone any strike, work stoppage, "slow down," "sick out" or any other concerted, coordinated refusal or failure to perform work as required in this Agreement. PSEA and its agents will exert their best efforts to discourage any of the aforesaid acts by any unit member.
- 19.2 PSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by PSEA, PSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 19.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

ARTICLE 20
EFFECT OF AGREEMENT

- 20.1 The express provisions of this Agreement supersede all past practices, agreements, procedures, and rules or regulations concerning the matters covered herein.
- Within five (5) days after ratification of this Agreement, both parties shall meet to arrange for printing and distribution of a copy of the Agreement to every member of the unit. This District shall pay for the printing of the Agreement. The District shall provide ten (10) copies of the newly ratified Agreement to the Association for its own use. The Agreement will also be posted on the district website for employee access.
- 20.2 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understanding and agreements arrived at after the exercise of that right and opportunity are set forth herein. Except for new contract negotiations, or when mutually agreed to by the parties, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.
- 20.3 Should any article, section, or clause of this Agreement be declared illegal by a final decision of a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause. In the event that any article or section is held invalid as above set forth, upon the request of PSEA or the District the parties hereto shall enter into immediate negotiations for the purposes of arriving at a replacement for such article or section.
- 20.4 When PSEA and the District reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to PSEA and to the Board for ratification. After PSEA and the Board have ratified the Agreement, it shall be implemented in accordance with its terms.
- 20.5 There shall be two (2) signed copies of the final Agreement for record keeping purposes. One shall be retained by the District and one by the Poway School Employees Association (PSEA).

ARTICLE 21
TERM OF AGREEMENT

- 21.1 This agreement shall be effective July 1, 2013 and will continue until June 30, 2016.
- 21.2 Either party to this Agreement may reopen negotiations for the 2014-2015 and 2015-2016 school years on Article 8 Health and Welfare Benefits, Article 14 Wages, and two additional articles.
- 21.3 Articles of the agreement may be amended by mutual consent during the duration of this agreement.

SIGNATURES

For Poway School Employees Association:

By: _____ Date: _____
Lynnette Turner
President

For Poway Unified School District:

By: _____ Date: _____
Tracy Hogarth
Associate Superintendent
Personnel Support Services