

2016-2019 SUMMARY OF CONTRACT CHANGES
PSEA UNIT I

The following Summary of Contract Changes is provided to assist people in identifying new substantive language in the PSEA Unit I Agreement. As a result, the following types of changes to the PSEA Unit I Agreement are NOT reflected in the following summary:

- Deletions of language from the Agreement;
- Sections where the only change was the section number.

In the case of any discrepancies between this Summary of Contract Changes and the Tentative Agreements signed by the Parties, the Tentative Agreements shall govern.

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1	Definition of Terms
1.1.7	"Member of the Unit" refers to all classified employees who are part of PSEA Unit I which represents Office, Technical and Paraprofessional classified employees, as well as substitutes and limited term employees for Unit I positions . 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".
4	Payroll Deductions
4.1.3	RESPECT FUND Upon appropriate written authorization from a member of the unit, the District will deduct from unit members' salary and remit to PSEA any contributions to the PSEA RESPECT Fund or any such successor fund.
5	Hours of Employment
5.3	<u>Workday</u>
5.3.1	The daily duty schedule for unit members shall be assigned by the principal or immediate supervisor. Teachers do not qualify as the "immediate supervisor" of PSEA unit members.
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. Unit members working between five (5) hours and six (6) hours may request, and their supervisor may grant, a waiver of the duty-free, non-paid lunch period. No employee shall have such a waiver imposed on them against their will. Either the employee or their supervisor may cancel the waiver upon giving 10 working days' notice.
5.9	Extra Work Opportunities for project/extra work which has been customarily and routinely been performed by District employees shall first be offered to appropriately qualified regular employees at the particular work site or department, according to seniority on a rotating basis. 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 regular employees to perform the work. An employee may not accept a temporary project work assignment that would conflict with the employee's regular contracted hours. The listing shall contain required qualifications, compensation and direction on how to apply. The selection of one non-site/department 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. If no regular District employee accepts an assignment of 25 or more hours, then it shall be offered to appropriately qualified limited term employees. Temporary project work/extra work shall not be counted for purposes of establishing eligibility for District health and welfare benefits, or count toward permanency in the classification.

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7	Vacation	
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7.13 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.

(i) For purposes of this Article, vacation allocation shall be credited at the beginning of the fiscal year, pro-rated according to hire date, computed at the employee's regular hours per day assignment and adjusted annually to be in compliance with Section 7.7.

...

(iii) Unit members whose work year is less than 12-month with accrued vacation in excess of 10 vacation days shall have additional vacation days up to the maximum District recess days paid out of the November pay warrant each year.

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. Employees whose anniversary date would entitle them to an increase in vacation accrual rate during an academic year will have their vacation accrual rate adjusted at the beginning of that academic year (July 1).

Annual vacation rates for employees are set forth below

7.2.1 During the first through the third year of service, employees shall earn and accrue annual vacation in accordance with the following

12 month employees (260 days)	12 Days
11.5 month employees (235 days)	11.5 Days
11 month employees (224 days)	11 Days
10.5 month employees (217 days)	10.5 Days
10 month employees (210 days)	10 Days
9.5 month employees (200 days)	10 Days

7.2.2 During the fourth through the tenth year of service, employees shall earn and accrue annual vacation in accordance with the following

12 month employees (260 days)	15 Days
11.5 month employees (235 days)	14.5 Days
11 month employees (224 days)	14 Days
10.5 month employees (217 days)	13.5 Days
10 month employees (210 days)	13 Days
9.5 month employees (200 days)	13 Days

7.2.3 During the eleventh through the fifteenth year of service, employees shall earn and accrue annual vacation in accordance with the following

12 month employees (260 days)	20 Days
11.5 month employees (235 days)	19.5 Days
11 month employees (224 days)	19 Days
10.5 month employees (217 days)	18.5 Days

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10 month employees (210 days) 18 Days
9.5 month employees (200 days) 18 Days

7.2.4 During the sixteenth year or more of service, employees shall earn and accrue annual vacation in accordance with the following

12 month employees (260 days) 22 Days
11.5 month employees (235 days) 21.5 Days
11 month employees (224 days) 21 Days
10.5 month employees (217 days) 20.5 Days
10 month employees (210 days) 20 Days
9.5 month employees (200 days) 20 Days

7.7 Unit members who have been paid for vacation in excess of their accrued vacation bank shall have their vacation bank reduced to reflect such excess payout or use of vacation annually. If a unit member is terminated and has been granted vacation which was not yet earned **and accrued** at the time of separation, the unearned vacation pay shall be deducted from the unit member’s final pay warrant.

8	Health and Welfare Benefits
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8.2 District Contribution for Health and Welfare Benefits
Employees who are regularly contracted for a minimum of 20 hours per week are eligible to participate in the District’s Health and Welfare Benefit program.

For the 2018 Plan Year, the base annual District contribution for Health and Welfare Benefits for all benefitted employees shall be **\$10,635**.

Commencing January 1, 2019, the base annual District contribution for Health and Welfare Benefits for all benefitted employees shall be **\$10,635 plus an amount equal to the arithmetic average of the increased costs of the two (2) HMO basic insurance packages (Section 8.3).**

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. Neither Medicare nor Covered California plans shall qualify as “other insurance coverage.” Proof of other coverage must be provided to the District’s Benefits Department no later than the end of open enrollment. If proof of other coverage is not provided by the end of open enrollment, the employee will be automatically enrolled in the basic employee only plan package (Kaiser, Dental, Basic Life Insurance). 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 (8.2.1) negotiated between the District and PSEA.** Effective January 1, 2016, the maximum cash warrant will be \$3,725 per employee.

8.7 Effective Plan Year 2016, an amount of \$1,040,250.00 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, which is redirected each year from the post-retirement benefit fund, and \$669,983 that represents the total annual district contribution.**

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9	Leaves
9.1	<u>Sick Leave</u>
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. Employees who have been paid for sick leave in excess of their accrued sick leave entitlement shall have their sick leave reduced to reflect such excess payout for use of sick leave. Also, all unaccrued leave taken by an employee under this rule shall be deducted from a final paycheck.
9.2	<u>Bereavement Leave</u>
9.2.2	Members of the immediate family mean the following relatives of the employee, the spouse of the employee, the ex-spouse of the employee who is the parent of the employee's child, or any relative living in, or long established members of, the immediate household of the employee: Parent, grandparent, child, child-in-law, grandchild or sibling. Parents are defined to include step-parents , biological and adoptive parents , and court appointed legal guardians. Spouse is defined to include current husband, current wife or current 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.
9.4	<u>Personal Necessity Leave</u>
9.4.3	Except where otherwise provided in this section, the total number of days used for personal necessity leave in any school year may not exceed ten (10) days.
9.4.7	Upon exhaustion of compelling reasons leave, up to two additional days of personal necessity leave may be accessed for graduation of a family member from a four-year college or university.
9.4.8	Personal necessity leave may be taken to observe religious holidays for a maximum of five days annually. Such leave requests shall be considered with reference to applicable EEOC guidelines.
9.4.9	When a unit member becomes a parent through the birth of his/her child or through legal adoption, the unit member will be granted, upon request, up to 20 days personal necessity leave.
9.4.10	A parent, step-parent, guardian, foster parent, grandparent, or other person standing in loco parentis to a child, may take up to 40 hours of personal necessity leave each year for any of the following reasons: a) Up to eight hours in a calendar month to find, enroll, or re-enroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, upon reasonable advance notice; b) To address a child care provider or school emergency, upon notice to the supervisor, such as:

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1. **The school or child care provider has requested the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or child care provider;**
2. **Behavioral or discipline problems;**
3. **Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or**
4. **A natural disaster, including but not limited to, fire, earthquake, or flood.**

9.4.11 **If an employee has exhausted regular sick leave, he or she will be eligible to receive a maximum of five days' leave at 50% of the employee's regular salary for illness or surgery of an immediate family member, as verified by the employer if necessary. This leave does not accumulate from year to year.**

9.7 Short-term Uncompensated Leave

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 **grandchild**, child, **child-in-law**, **sibling**, spouse, parent, **parent-in-law**, **grandparent**, and leave for the employee's own serious health condition shall be considered appropriate reasons for the granting of short-term uncompensated leave.

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.

Ten (10) days unpaid leave for a spouse of a service member returning from duty shall be granted. If available and at the employee's discretion, they may use ten (10) personal necessity days.

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.

In addition to any other leave of absence for illness or injury with pay, a classified employee hired on or after January 1, 2017 who is a military veteran with a military service-connected disability rated 30 percent or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to 12 days for the purpose of undergoing medical treatment for his or her medical service-connected disability. Credit for leave of absence for illness or injury granted under this section shall be credited to a qualifying classified employee on the first day of employment. Leave of absence for the illness or injury credited pursuant to this Section that is not used during the 12-month period shall not be carried over and shall be forfeited. This leave shall be pro-rated for employees working fewer than 12 months or fewer than eight (8) hours per day. The District may require submission of satisfactory proof that leave of absence for illness or injury granted under this section is used for treatment of a military service-connected disability.

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 **two** days granted under this section, the Unit member shall

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receive the regular daily rate of pay. For the **third** day granted under this section, the unit member shall receive one-half of the regular daily rate of pay.

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 legal or business transactions or matters involving the unit member's household or family, **or other matters deemed by the unit member to be of compelling personal importance.**

9.12 Release Time for In-District Examination & Interviews

When examinations **and interviews within the District** are scheduled during a unit member's working hours, permanent unit members shall be permitted to take such examination **and participate in such interviews** during working hours, if necessary, without loss of pay or benefits.

9.14 Family Care Leave

9.14.2 Family care leave means leave for reason of the birth of a child or adoption of the employee's child, or placement of foster child with the employee; leave to care for a seriously ill child, spouse, **registered domestic partner, and** parent; leave for the employee's own serious health condition.

9.15 Donations of Sick Leave for Catastrophic Illness

9.15.2 "Catastrophic illness" is defined to mean an illness or injury that is expected to incapacitate an employee or an immediate family member for an extended period of time, which incapacity 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/she has exhausted all of his/her sick leave and other paid leave.

Members of the employee's family means the following relatives of the employee: spouse, **child, child-in-law, sibling, parent, parent-in-law, grandparent,** 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.

9.15.6 Maximum number of hours in sick leave bank. The maximum number of hours which may be accumulated in the sick leave bank is **8,000** hours.

9.16 Maternity and Paternity Leave for Child Bonding/Child Care

9.16.1 Pursuant to Education Code section 45196.1, when a unit member takes leave for maternity or paternity under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), he or she may use up to 12 work weeks of 50% differential pay of his or her regular salary earned and available under the illness or injury leave provisions of this Agreement, concurrently with the unpaid FMLA and/or CFRA leave entitlement. The 12 work week differential pay shall be reduced by any period of illness or injury leave, including accumulated illness or injury leave taken during a period of maternity or paternity leave pursuant to CFRA (Government Code section 12945.2).

9.16.2 For purposes of this section, "maternity or paternity leave" means child bonding or child care leave within the first 12 months following the birth of the unit member's child or the placement of a child with the union member in connection with the adoption of foster care of the child by the unit member, as provided in CFRA.

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9.16.3	A unit member shall not be provided more than one 12-week period per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year.
9.16.4	Leave taken under this section shall be in addition to leave taken by a unit member due to her disability caused by pregnancy, child birth or related medical conditions.
9.16.5	A unit member must have been employed at least 12 months to qualify for the benefits under this section.
9.16.6	When both parents of the child are employed by the District, they may each take 12 work weeks of child bonding or child care leave.
9.16.7	The minimum duration of the leave shall be two weeks. However, the District shall grant a request for leave of less than two weeks duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks.
11	Evaluation Procedure
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 each year . The joint committee shall make recommendations to the District and PSEA negotiating teams as to any modifications to the procedures or forms. It is the intent of the parties to receive any such recommendation prior to the start of each 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, who shall be a supervisory or management employee.
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. Notice of the evaluation conference shall be given by the supervisor to employee, and shall include the date and time of the conference, and notice of employee's right to union representation.
11.6	An employee who is promoted shall serve a probationary period of six months or 130 days of paid service, whichever is longer in the higher classification before attaining permanency in that classification. In the event the employee is absent on paid leave for more than five days during the probationary period, the probationary period shall be extended by one day for each day of paid leave in excess of five days. If the employee does not successfully complete the probationary period in the higher classification, the employee will be returned to the classification most recently held. If that classification no longer exists, the employee shall be returned to the highest other classification previously held.

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11.8	<u>Procedures to be Followed</u>
11.8.5	Each evaluation shall reflect the judgment and review of the evaluator. The evaluator may seek input from other employees who have a direct working relationship with the employee to be evaluated. Any category evaluated as “Needs Improvement” or “Unsatisfactory” shall include written recommendations for correction unless the District intends to commence dismissal proceedings.
11.9	<u>Appeals of Evaluations:</u>
11.9.1	Where the employee disagrees in part, or totally, with Performance 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.
14	<u>Wages</u>
14.1	<u>Salary Schedule</u> Effective July 1, 2018, all Salary Schedules will be increased by a total of 2.5%. If the 2018-2019 Salary Schedule for any other bargaining unit is increased by more than 2.5%, the parties will promptly reopen negotiations regarding 2018-2019 salaries and other articles identified by the parties. All Unit I members are eligible to receive a 2% one-time payment for the 2017-2018 school year. This one-time payment will be calculated based on their actual contracted 2017-2018 earnings. Employees will receive payment by September 30, 2018. Limited term (substitute) unit members will receive a one-time payment which will be calculated on their annualized 2017-2018 earnings, less overtime. Employees will receive payment by September 30, 2018. In addition to the 2% one-time payment, an additional 1% one-time payment, calculated and paid as described in the above paragraph, will be funded by the PSEA Unit I Post-Retirement Employee Benefits (OPEB) funds.
14.14	<u>Pay Options</u> Unit members with a work year of less than eleven and one-half (11 ½) months will receive eleven (11) equal pay warrants.
14.20	Two non-student work days per year shall be designated as Professional Growth Days. These days shall occur in September and January. All PSEA unit members shall be required to attend the designated Professional Growth Days. Activities for these days shall be developed by the Professional Learning Advisory Board (14.19.2).
16	<u>PSEA Organizational Rights</u>
16.16	Within two workdays of each new employee orientation, the District shall provide PSEA an orientation summary for new Unit members. The summary shall include the employee’s name, position, primary work location, contact information , 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 regular employee status.
16.17	The District agrees that if any email messages of an individual PSEA unit member are going to be accessed by the District, the District will first notify the PSEA unit member regarding the proposed

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access unless the access would compromise an investigation. In cases where the District maintains that prior notice of accessing the emails would compromise an investigation, the District shall notify the PSEA unit member no later than 30 (thirty) days following the conclusion of the investigation. Email messages that are part of the regular and on-going business practices of the District (such as computer maintenance) are not subject to this provision.

Emails that are accessed in response to a California Public Records Act (CPRA) request are not subject to this provision, but such CPRA requests shall instead be subject to the provisions of Section 16.18, below.

16.18 The District shall provide to PSEA a copy of any CPRA requests it receives which might reasonably result in disclosure of information relating to PSEA unit members, no later 10 days of when the District receives such a request. The District shall afford PSEA a reasonable opportunity to object to the disclosure of information relating to PSEA unit members before it makes any such disclosure in response to a CPRA request. Upon PSEA's request, the District shall provide PSEA with a copy of any CPRA responses it issues.

21 Limited Term (Substitute) Employees

21.1 This article shall apply to Limited-term (substitute) employees which were added to the unit by PERB Decision No. 2441-E (Case No. LA-EU-867-E).

Office Assistant II,
Library Media Technician,
LAN Administrator,
Campus Security Specialist,
Health Services Technician,
Program Aide ESS/ASES,
Lead Middle School ASES Assistant,
Instructional Assistant – Preschool,
Instructional Assistant ELL,
Instructional Assistant I – Special Education,
Instructional Assistant II – Special Education,
Crossing Guards
Life Guards, and
Athletic Trainer.

In addition, this article shall apply to Limited-term employees and substitute employees performing services in other classifications that are part of the PSEA bargaining unit.

References in this Article or in this Agreement to Limited-term (substitute) employees shall refer to individuals providing substitute services in any of the unit classifications listed above.

21.2 Salary Placement

Limited-term (substitute) employees shall normally be placed in Step 1 of the salary range designated for the classification in which the employee provides substitute services. Nothing herein precludes the Associate Superintendent of Personnel Support Services or designee from authorizing a higher step placement for an exceptionally well-qualified individual who possesses a skill set greater than other Limited-term (substitute) employees. Placement of a Limited-term (substitute) employee at a step

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other than Step 1 shall be within the sole discretion of the Associate Superintendent of Personnel Support Services or designee.

21.3

Other Wage Provisions

OVERTIME: Limited-term (substitute) employees who work in excess of eight (8) hours per day worker or in excess of forty (40) hours per workweek shall be compensated at the rate of one and one-half times the unit member's regular hourly rate. Substitute employees required to work on a holiday (as defined in Article 6) shall be compensated at the rate of one and one-half times the unit member's regular hourly rate (in addition to any other applicable provision of this article).

NIGHT DIFFERENTIAL: Section 14.4 shall apply to Limited-term (substitute) employees in the same way it applies to regular employees.

CALL BACK / CALL IN: Limited-term (substitute) employees called in to work or required to return to work shall receive no less than one (1) hour of pay at the appropriate rate.

ERRORS IN SALARY; Section 14.17 shall apply to Limited-term (substitute) employees in the same way it applies to regular employees.

21.4

Mileage

MILEAGE AND REIMBURSEMENTS

Sections 14.11 and 14.12 shall apply to Limited-term (substitute) employees in the same way they apply to regular employees.

21.5

Professional Growth

Limited-term (substitute) employees shall be eligible to participate in the Professional Learning Program and Educational Financial Incentive Program specified in Section 14.18 of the Agreement.

21.6

Sick Leave

Limited-term (substitute) employees shall accrue sick leave at the rate of one hour per 30 hours worked. Usage of such leave shall be governed by Section 9.1.2. In addition, Limited-term (substitute) employees who work continuously for more than six months shall be granted sick leave benefits as defined in Section 9.1.1.

21.7

Holidays

Limited-term (substitute) employees whose assignment is more than six months shall be paid for those holidays occurring during their assignment period.

21.8

OTHER APPLICABLE ARTICLES

Articles 1, 2, 3, 4, 12, 13, 16, 17, 18, 19, 20 and 21 shall apply to Limited-term (substitute) employees in the same way they apply to regular employees.

21.9

No other provisions of this Agreement shall apply to Limited-term (substitute) employees unless set forth in this Article.

22 Term of Agreement

22.1 This Agreements shall be effective July 1, 2016 and will continue until June 30, 2019.