

TA JD. 8/15/22
KAR. 8/18/22

2022 Successor Contract Negotiations Roadmap Proposal

1. The duration of the successor contract will be for one-year, from July 1, 2022, through June 30, 2023.
2. The Parties have previously TA'd the following Articles:
 - a. Article 1 – Units I and II (PSEA #1, dated 6/14/22)
 - b. Article 2 – Unit II (PSEA #2, dated 4/26/22)
 - c. Article 4 – Units I and II (PUSD #2, dated 5/24/22)
 - d. Article 10 – Unit I (PUSD #4, dated 6/1/22)
 - e. Article 11 – Unit II (PUSD #4, dated 6/1/22)
 - f. Article 18 – Unit I (PSEA #1, dated 4/6/22)
3. The Parties agree to the following additional TAs to conclude 2022-2023 negotiations:
 - a. Article 5 – Units I and II (PSEA #1, dated 6/29/22)
 - b. Article 6 – Units I and II (PUSD #4, dated 6/27/22)
 - c. Article 9 – Units I and II (PUSD #3, dated 6/27/22)
 - d. Article 10 – Unit II (PSEA #5, dated 6/1/22)
 - e. Article 11 – Unit I (PUSD #5, dated 6/30/22)
 - f. Article 14 – Units I and II (PUSD #4, dated 6/30/22)
 - g. Article 15 – Units I and II (PUSD #2, dated 6/29/22)
 - h. Article 20 – Unit II (PUSD #1, dated 6/14/22)
 - i. Article 22 – Unit I (PUSD #1, dated 6/14/22)
4. In addition to those articles that have already been withdrawn during these negotiations, the Parties agree to mutually withdraw all remaining articles in their respective initial proposals that have not yet been opened by the end of the June 30, 2022 negotiation session, and further agree to maintain current contract language for these remaining articles.
5. The District shall implement the 5% across-the-board increase no later than the September 2022 pay warrant and shall pay the retro no later than the December 2022 pay warrant.
6. Parties agree to promptly commence negotiations for 2023 successor contract negotiations pursuant to the following timeframe:
 - a. In mid-September 2022, a subcommittee consisting of District representatives and PSEA representatives shall meet with the outside consultant to review and discuss the external salary study in preparation for successor negotiations.
 - b. On or about November 1, 2022, PSEA will present to the District its initial proposals for the successor agreement to be sunshined at the regularly scheduled November 2022 or December 2022 Board meeting.
 - c. The District will sunshine its initial proposals for the successor agreement and complete the sunshining process no later than the regularly scheduled December 2022 Board meeting.

District #3 to PSEA #2 for PSEA Units I and II
June 30, 2022

- d. The parties will commence successor negotiations in or about mid-January 2023 after the Governor's January budget proposal is released.

TAG 6/27/2022
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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.
- 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 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".
- 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 Public Employment Relations Board (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 (6) months" as it relates to "probationary period" to be defined as six (6) 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 five (5) days during the probationary period, the probationary period shall be extended by (1) one day for each day of paid leave in excess of five (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 for the annual number of work days specified in Article 5, 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.

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ARTICLE 4 PAYROLL DEDUCTIONS

4.1 Dues 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 from the wages and salary of each PSEA Unit member and pay that amount to PSEA.

4.1.3 RESPECT Fund (Political Action 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.

4.1.4 Payment of Monies

With respect to all sums deducted by the District, the District agrees to remit such monies to PSEA through the San Diego County Office of Education. The San Diego County Office of Education is responsible for providing PSEA with ~~accompanied by an~~ electronic list of names of members of the Unit for whom such deductions have been made, including the employee's ID number, dues deducted, salary subject to dues and PSEA membership status, an alphabetical list of names of members of the Unit for whom such deductions have been made.

4.1.5 Employee Lists

Monthly, the District shall provide PSEA with a listing of all employees in the Unit. Such listings shall include the employee's ID number, name, work location, position title and job code number (primary and secondary), home address and telephone number, email address, birthdate, gender, service date, FTE, PSEA membership status, salary, pay status, range, step, longevity, unit designation, and contracted work year. If the San Diego County Office of Education changes the relevant software in a manner

which affects the District's ability to provide the information listed above, the parties shall enter into immediate negotiations over the impacts of such changes.

~~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.~~

4.21.6 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.

4.31.7 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 RESPECT Fund contributions. 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 or RESPECT Fund contributions.

4.42 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.

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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 – ~~244~~ 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. 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 ten (10) working days' notice.

- 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 (2) fifteen (15) minute rest periods. Unit members who have a workday of at least three and three-quarters (3¾) 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 thirty (30) minutes per day in excess of ~~their-his/her~~ part-time assignment for a period of twenty (20) consecutive working days or more shall have ~~their-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: Summer School Office Support and 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 for the Summer School Office Support and Summer Enrollment Clerk positions are those who have served a minimum of one full work year in a position requiring day-to-day working knowledge and usage of the current student data information system. Qualified applicants for the Campus Security Specialist position are those who have served a minimum of one full year as a Campus Security Specialist. In both cases, applicants must have received an overall "satisfactory" rating on their most recent evaluation. Selection for positions shall be offered annually on the basis of:

1. Recency of service in a summer position – 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 summer recency of service tie, the qualified applicants' date of hire will serve as the tiebreaker.
3. Employees who transfer from one site to another will bring their summer 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 summer recency of service date of the first summer following their employment.

Positions shall be filled from the district-wide qualified applicant pool on a rotational basis commencing with the applicant with the least

recent summer service date. In the case of a tie, the applicant with the greatest district-wide seniority will be given the opportunity to work.

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 their ~~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 Extra Work

Opportunities for project/extra work which has 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 twenty-five (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 directions 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 twenty-five (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 towards permanency in the classification.

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ARTICLE 6 HOLIDAYS

6.1 The following sixteen (16) holidays are recognized paid holidays by the District during the term of this contract:

- ~~(a) Independence Day~~
- ~~(b)(a) New Year's Day~~
- ~~(b) Martin Luther King Day~~
- (c) Lincoln's Birthday
- (d) Washington's Birthday (Presidents' Day)
- ~~(e) One (1) day in the spring to be designated by the Superintendent.~~
- ~~(f) Memorial Day~~
- ~~(g) Independence Day~~
- ~~(e)(h) Labor Day~~
- (f)(i) Admissions Day or an alternate day designated by the Superintendent
- ~~(g)(j) Veteran's Day~~
- ~~(h)(a) Memorial Day~~
- (i)(k) Day during the week of before Thanksgiving ~~(effective 2020-2021)~~
- (j)(l) Thanksgiving Day
- (k)(m) Day after Thanksgiving Day
- (l)(n) Christmas
- ~~(m)(o) Two (2) days during the winter holiday at a time designated by the Superintendent~~
- ~~(n)(a) One (1) day in the spring to be designated by the Superintendent.~~
- ~~(e)(a) Martin Luther King Day~~

6.2 ~~An e~~Employees who ~~is~~ are not normally assigned to duty during winter or spring recess shall be paid for those holidays occurring during any recess if ~~he/she was they were~~ in paid status on the day in the workweek preceding or next succeeding such recess. The local holidays shall be on days when PUSD classes are not in session.

6.3 Employees who are not normally assigned to duty during the summer recess shall be paid for those holidays occurring during the summer recess (e.g., Independence Day) if they were paid for any portion of the work day immediately preceding or succeeding the summer holiday. For such employees, the number of hours of the paid holiday shall be determined by dividing the total number of hours worked by the employee in that workweek that triggered the entitlement to the paid holiday by the total number of possible workdays in that workweek. If an employee worked both the day preceding and succeeding the summer holiday, the number of hours of the paid holiday shall be determined by dividing the total number of hours worked by the employee in the workweek of the paid holiday by the total number of possible workdays in that workweek.

6.43 Should the President, Congress, Governor of California, or the California State

Unit I
Tentative Agreement

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.

- 6.54 Employees shall be entitled to any paid holidays which are observed during an employee's contracted work year, provided that they are in paid status in the workweek preceding or succeeding the holiday.
- 6.6 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.
- 6.75 The specific dates of all holidays will be established in the adopted District calendar. The Exclusive Representative shall be entitled to have ~~one not more than three~~ (3) representative serve on the District Calendar Committee for both Units I and II.
- 6.86 If an employee has a workweek which consists of less than five (5) 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 (5) (i.e., fifteen (15) hour workweek = three (3) hours of paid time off).
- 6.97 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.
- 6.10 When a holiday listed in this Article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in this Article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 6.11 Employees required to work during any of these holidays shall be paid compensation for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay.

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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, for the diagnosis, treatment, or care of their personal illness or injury and for appointments related to preventative care for themselves. Employees who are the victims of domestic violence, sexual assault or stalking are also entitled to use their accrued sick leave for the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a). 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 or shall work with Payroll to develop a repayment plan regarding the excess payout. Also, 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 that the employee is fit for service. For absences of five (5) 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 (10) 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 they ~~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 any school year. 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 partial pay leave 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 their ~~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.

9.1.8 Pursuant to Labor Code sections 233 and 246.5, employees are entitled to use sick leave for the diagnosis, treatment, or care of existing health conditions of an immediate family member as defined in Section 9.2.2, and for appointments related to preventative care for their immediate family member. For the foregoing purposes specified in Section 9.1.8, an employee may use, in any calendar year, the amount

of sick leave that would accrue during six months at the employee's then current rate of entitlement pursuant to Labor Code section 233.

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 their 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, 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 member 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 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 their ~~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 for the Unit member's regular assignment.
- 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 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.
- 9.4.4 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 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 (5) 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 their ~~his/her~~ child or through legal adoption, the Unit member will be granted, upon request, up to twenty (20) days personal necessity leave. Effective July 1, 2020, Unit members who are eligible for Parental Leave as described in Section 9.16 shall not be eligible to also receive these twenty (20) days of additional 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 forty (40) hours of personal necessity leave each year for any of the following reasons:
- a. Up to eight (8) 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 advanced notice;
 - b. Upon notice to the supervisor, to address a child-care provider or school emergency, such as:
 - 1. The school or child-care provider has requested that the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending

or required 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, ~~they he or she~~ will be eligible to receive a maximum of five (5) 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.

9.4.12 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 Pregnancy Disability Leave

9.5.1 The Board shall provide leaves of absence for any Unit member of the District who is disabled from working by pregnancy, miscarriage, childbirth, or recovery therefrom. Such absence may be requested and granted 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 for disability due to pregnancy, miscarriage, childbirth, or recovery therefrom.

9.5.3 Duration of Pregnancy Disability Leave (Sick Leave)

A pregnant Unit member shall be granted pregnancy disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery therefrom. 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.

9.5.4 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 United States and the California 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 a thirty (30) day 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, to the extent the employee is not eligible for paid Parental Leave, 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.
- 9.7.4 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 (½) 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 With the exception of twelve (12) month contracted employees, Unit members summoned to serve jury duty during the student academic calendar may choose to defer jury duty to non-contract days. These employees who receive court permission to defer jury duty to non-contract days shall be paid a flat rate stipend of \$50.00 for each day served. Unit members must attach a copy of the original summons as well as the court timesheet documenting actual time served to a P-9 form. The P-9 must be submitted to Payroll within ninety (90) days of the employee's return to work. Employees whose original summons was for jury duty during non-contract days shall not be eligible for this provision.

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 up to 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 (11) months of one-half (1/2) regular salary, which the employee would have earned during the twelve (12) 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 rate of thirty (30%) percent or more by the United States Department of Veteran Affairs shall be entitled to leave of absence for illness or injury with pay of up to twelve (12) days for the purpose of

undergoing medical treatment for ~~their his or her~~ military 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 and shall remain available for use of the following twelve (12) months of employment. Leave of absence for illness or injury credited pursuant to this section that is not used during the twelve (12) month period shall not be carried over and shall be forfeited. This leave shall be pro-rated for employees working fewer than twelve (12) months or fewer than eight (8) hours per day. The District may require submission of satisfactory proof that a leave of absence for illness or injury granted under the section is used for treatment of a military service-connected disability.

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 themselves him/herself from required duties without prior approval of their 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 two (2) days granted under this section, the Unit member shall receive the regular daily hourly rate of pay. For the third day granted under this section, the Unit member shall receive one-half (½) of the regular daily hourly rate of pay. Unused Compelling Reasons Leave does not accumulate to subsequent years.

9.11.2 Eligibility for this leave requires at least one (1) 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.

~~Use of this leave by a Unit member for the purpose of extending~~

~~holidays or vacation is not permitted. Use of this leave upon the beginning of the student school year is subject to review by the Associate Superintendent, Personnel Support Services.~~

- 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.
- 9.11.4 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. Use of this leave upon the beginning of the student school year is subject to review by the principal or immediate supervisor.
- 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 In-District Examinations and 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 examinations and participate in such interviews 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, ~~they~~ he/she may secure time off by applying to the immediate supervisor if ~~they~~ 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 Care Leave

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- 9.14.1 A Unit member who has been employed one (1) year as a regular classified employee of the District and (except for purposes of Parental Leave described in Section 9.16) 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 (see also Parental Leave at Section 9.16); leave to care for a seriously ill child, spouse, registered domestic partner, and 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. Unit members with accrued sick leave in excess of one year's accrual may utilize up to four (4) work weeks of their sick leave during Family Care Leave to care for a seriously ill child, spouse, parent or registered domestic partner. In cases involving a long-established personal relationship between a Unit member and an individual, use of sick leave to care for such individual may be granted at the discretion of the Associate Superintendent, Personnel Support Services or their-his/her designee.
- 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 ~~their-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 ~~their-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 ~~they-he-or-she~~ has exhausted all of ~~their-his-or-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 ~~their-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 the donation.

- 9.15.4 Amount of Donation: An eligible Unit member must donate a minimum of ~~eight (8) hours one (1) day of their contracted hours~~ of sick leave to the bank. A Unit member may not donate more than ~~forty (40) hours~~ twenty-five percent (25%) of their 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.

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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.

9.15.7 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 ~~they~~ 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. Results of the examination will be kept confidential except to the extent necessary for the Governing Committee to determine whether the condition meets the standard for catastrophic illness.

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. Nothing herein precludes employees from contributing to the catastrophic illness leave bank at any other time of year. ~~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 leave 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.

9.16 Parental Leave for Child Bonding/Child Care

- 9.16.1 Pursuant to Education Code Section 45196.1, when a Unit member takes parental (child bonding) leave under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), ~~they~~ ~~he or she~~ may use up to twelve (12) work weeks of 50% partial pay of ~~their~~ ~~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 twelve (12) work week partial pay shall be reduced by any period of sick leave, including

accumulated illness or injury leave taken during a period of parental leave pursuant to CFRA (Government Code Section 12945.2).

- 9.16.2 For purposes of this section, "parental leave" means child-bonding or child-care leave within the first twelve (12) months following the birth of the Unit member's child or the placement of a child with the Unit member in connection with the adoption or foster care of the child by the Unit member, as provided in CFRA.
- 9.16.3 A Unit member shall not be provided more than one (1) 12-week period per parental 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. A Unit member need not work any minimum number of hours to be eligible for parental leave under this section.
- 9.16.6 When both parents of the child are employed by the District, they may each take twelve (12) work weeks of child-bonding or child-care leave.
- 9.16.7 The minimum duration of the leave shall be for two (2) weeks. However, the District shall grant a request for leave of less than two (2) weeks duration on any two occasions and may grant requests for additional occasions of leave lasting less than two (2) weeks.

9.17 Failure to Report for Duty Following Expiration of Leave

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. PSEA shall receive copies of any written notices sent to employees concerning the abandonment of their position. A termination pursuant to this section shall be subject to the same procedures as any other dismissal for cause. This provision is not applicable to military leave.

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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 until June 30. Unit members shall be notified of the upcoming expiration of their transfer request by May 30, and shall be given the option of renewing their requests for the following academic year. Failure to notify a Unit member of the upcoming expiration of their transfer request will result in the automatic renewal of the transfer request for the following academic year. 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 they deem 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.

10.6 Temporary Reassignment Pool

For the Lifeguard classification, the District may create a temporary reassignment pool of employees who are willing to be temporarily assigned to a different work location to cover an absence or staffing shortage not to exceed seven (7) workdays. Lifeguards who have volunteered to be in the pool will be offered opportunities to temporarily work at a different work location on a rotating basis in order of classification seniority. Lifeguards who accept an offer to work at a different work location will be paid a daily stipend of \$25 in addition to their regular salary for each day they agree to work at another site. If the hours they work at another site exceed their regular daily hours, they shall be paid for their actual hours worked, in addition to the daily stipend.

10.7 Nothing herein precludes PSEA and PUSD from mutually agreeing to shorten or waive any time limits contained in this Article.

TA DD. 8/15/2022
FSR. 8/18/22

**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. Upon request by either party regarding evaluation forms, the District and PSEA shall form a joint committee which shall review and adjust the current evaluation procedures and forms as needed. The joint committee shall be formed within thirty (30) days of the request and if the committee reaches unanimous agreement on the proposed changes to evaluation forms, then the committee's decision shall be final and binding on the District and PSEA. If the committee does not reach unanimous agreement on the proposed changes to evaluation forms, then the proposed changes shall be referred to the District and PSEA negotiating teams for negotiations. 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 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~~ Support Services 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.
- 11.3 Performance evaluations for permanent employees shall be submitted to ~~the Personnel~~ Support Services 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~~ Support Services 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. 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 employees right to union representation.
- 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.

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- 11.6 An employee who is promoted shall serve a probationary period of six (6) 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 (5) days during the probationary period, the probationary period shall be extended by one day for each of paid leave in excess of five (5) 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.

- 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~~ their performance, and to provide written recommendation(s) regarding performance goals. If necessary, "performance counseling" procedures should be implemented.

- 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. Such conferences shall be held during the employee's regular work hours.

- 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~~ they have reviewed the evaluation and

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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~~ Support Services Department for inclusion in the Unit member's permanent personnel file.

- 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 Appeals of Evaluations

- 11.9.1 Where the employee disagrees in part, or totally, with Performance evaluation report, ~~he/she~~ they 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 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 Performance Evaluation. Special Commendations may also be made at any time by his/her evaluator by written memo.

TA 99. 8/15/2022
LR. 8/18/22

**ARTICLE 14
WAGES**

14.1 Salary Schedules

14.1.1 Effective July 1, 2022, all PSEA Salary Schedules will be increased by a total of 5.0%.

Effective January 1, 2023, a Step 6 column shall be added to all PSEA Salary Schedules, which equates to a 5.0% increase from Step 5.

If any other bargaining Unit for 2022-2023 receives an across-the-board salary increase exceeding 5.0%, then all PSEA Salary Schedules will similarly be increased by the difference between 5.0% and any higher wage increase to any other bargaining Unit.

14.1.2 PERS Pension Reform Implementation

14.1.2.1 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.

14.1.2.2 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.

14.1.2.3 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.

14.1.2.4 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.

14.24 Longevity

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

- (a) A total of 1 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;

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

14.3 Increase Following Promotion

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

14.4 Night Differential

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- 14.4.1 A night differential of 5 percent is established to compensate for all shifts that have 50 percent (50%) or more work between the hours of 5:00 p.m. and 8:00 a.m.
- 14.4.2 It is understood that anyone receiving time and one-half (1-1/2) from ~~their~~ 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 ~~their~~ his/her time between the hours of 5:00 p.m. and 8:00 a.m. in a regular month will be compensated with a night differential.

14.5 Range Increases

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

~~14.6 Salary Schedules~~

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

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

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

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

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

~~Effective July 1, 2021, all PSEA Salary Schedules will be increased by~~

~~a total of 4.0%.~~

~~If the 2021-2022 Salary Schedule for any other bargaining Unit is increased by more than 4.0%, then all PSEA Salary Schedules will similarly be increased by the difference between 4.0% and any higher wage increase to any other bargaining unit.~~

~~Effective January 1, 2022, the following classifications will be assigned to Range 17 of the Unit I Salary Schedules: Noon Duty Assistant; Crossing Guard; and only Step 1 of Range 17 shall be increased to \$15.00 per hour.~~

~~Effective January 1, 2022, the following classifications will be assigned to Range 18 of the Unit I Salary Schedules: Program Aide—ESS/ASES; Lifeguard/Swim Instructor.~~

~~Effective January 1, 2022, if the District hires any employee(s) into the Noon Duty Assistant, Crossing Guard, Program Aide—ESS/ASES, or Lifeguard/Swim Instructor classifications that must be placed on the Unit I EPMC salary schedule, and if Step 1 of the respective range for that classification is below the minimum wage, these employee(s) shall be placed at no lower than Step 2 of their respective range.~~

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.~~

14.67 Overtime

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

14.67.2 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.

14.67.3 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.

14.67.4 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.

14.6.5 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.

14.6.6 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.

14.6.7 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.

14.7 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.

14.7.1 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.

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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 ~~they~~ ~~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.~~78~~.2 Compensation

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

14.~~89~~ Call Back

When a Unit member is required to return to work after having left ~~their~~ ~~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.~~67~~.

14.~~910~~ Call In Time

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

14.~~1044~~ Expense Reimbursement

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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".)

14.1142 Mileage

Any Unit member required to use ~~their~~ ~~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.

14.1243 Working Out of Classification

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

The salary adjustment shall be determined by placement of the Unit member on the step of the range which most closely approximates an 8 percent (8%) increase in the Unit member's salary. However, the maximum adjustment shall be Step ~~6-5~~ of the salary schedule.

14.1314 Pay Options

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

14.1415 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

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certification vendors to ensure quality and consistency of training. All training, including site training, must come from the District's approved list.

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

14.1516 Campus Security Supervisors and Lifeguards who are required to work out of doors in inclement weather shall be provided a hooded raincoat.

14.1617 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.

14.1718 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.

14.1718.1 Employee Eligibility. Bargaining Unit members requesting financial incentive support for professional development opportunities must meet the following criteria:

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

need only communicate ~~their his/her~~ participation to, not request permission from, ~~their his/her~~ immediate supervisor.

14. ~~1748~~.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 ~~their his/her~~ current position. This does not include classes, courses, workshops or "other" types of programs required to maintain certification or licensing in ~~their 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. ~~1748~~.3 Approval Process

14. ~~1748~~.3.1 An PSEA-wide Education Financial Incentive Committee (Committee) will be created to review employee requests for financial and/or scholarship support for professional development. The Committee will be comprised of three (3)two representatives from the administration and four (4)three representatives from PSEA.

14. ~~1748~~.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. ~~1748~~.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.

14.1748.3.4 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.

14.1748.3.5 General rules and procedures shall be developed by the Committee to implement this Program.

14.1748.4 Budget

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

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

- Employee Eligibility ~~Four (4)~~~~Six (6)~~ criteria outlined for employee eligibility. If all ~~four~~~~six~~ are met, then employee is eligible and is scored one (1) point.)
- Course/Workshop Eligibility (6 criteria outlined for course/workshop eligibility. If all 6 are met, then course/workshop is eligible and is scored one (1) point.)
- Timeliness of Submission (All applications will be date/time stamped and, if received by the designated cut-off date, application is considered eligible and will be scored one (1) point.

14.1849 Professional Learning Program (PLP)

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

14.1849.1 Professional Learning Program Budget

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

Learning Program described in this Article. Any unused funds shall be carried over to the following year. When invoicing the District, PSEA shall also provide the District with documentation regarding how the PLP funds were used. Any failure to provide the backup documentation may result in a delay with processing any invoice from PSEA until such documentation is provided.

14.~~1849~~.2 Professional Learning Advisory Board

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

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

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

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

14.~~1849~~.3 Professional Learning Coordinator

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

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

14.~~18~~~~19~~.4 Classified Learning Cooperative (CLC)

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

Unit members shall receive \$75 per CLC point in special compensation.

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

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

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

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

14.~~18~~~~19~~.5 Professional Partner Program

The Advisory Board shall develop, and the Coordinator shall implement and coordinate, a Professional Partner Program. The Advisory Board shall develop criteria for the selection of PSEA Unit members as Professional Partners, and shall select up to twelve (12) ~~five (5)~~ PSEA Unit members per year between Unit I and Unit II to serve as Professional Partners.

Professional Partners shall be tasked with assisting new hires and promotional probationary employees in succeeding at their new positions. Professional Partners shall be provided up to fifty (50) hours of release time or ten (10) release days, whichever amount is less annually during their scheduled work day to meet with new hires and promotional probationary employees as needed. The

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scheduling of the release time must be mutually agreed upon by the employee and the employee's supervisor. Such approval shall not be unreasonably denied.

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

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

14.18.6 Cost Controls

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

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

14.19 Professional Growth Days

Two non-student work days per year shall be designated as Professional Growth Days. These days shall occur in September and January. All PSEA Unit members shall be required to attend the designated Professional Growth Days. Activities for these days shall be developed by the Professional Learning Advisory Board (14.18.2).

14.20 Classification Review Cycle

The District will commit to fund the Personnel Commission's recommended Unit I salary adjustments for the remaining Cycles 3 through 6 of the classification review process, up to a maximum of \$1.3 million ongoing across Units I and II ~~if both Units ratify their 2021-22 reopener agreements (or if only one Unit ratifies its agreement, the District will only commit to fund that Unit's pro-rata share of the \$1.3 million ongoing cap, which is 70% for Unit I and 30% for Unit II).~~ The parties reasonably believe that the Personnel Commission's recommendations will not exceed the foregoing cap; however, if those recommendations exceed the foregoing cap, the District commits to increase the cap by \$1,000,000 for a total of \$2.3 million ongoing across Units I and II to fund the recommended salary adjustments for the remaining Cycles 3 through 6 of the classification review process. In the event the salary recommendations exceed the \$2.3 million ongoing cap, the parties agree to promptly negotiate how to fund the salary recommendations in excess of the cap.

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Similar to what occurred for the recently-concluded Cycle 2 classification review, the Parties agree that the remaining 4 cycles of the Personnel Commission's classification reviews will focus on internal alignment review only. ~~If the Parties approve and ratify the 2021-22 reopener agreement by December 17, 2021, then the following will occur:~~ In or about February 2022, the District Board of Education will issue an RFP and/or hire a consultant to perform an external salary study for all represented classified positions at the District, with the external salary study to be completed in or about June 2022. The parties agree to use the external salary study as data points during their next round of negotiations following the completion of the external salary study.

Regarding the Personnel Commission's recommended Units I and II salary adjustments for Cycle 3 of the classification review process, the District agrees, on a one-time basis only, to implement such salary adjustments with a retroactive effective date of August 1, 2022. This one-time agreement regarding retroactive implementation does not establish a precedent or binding past practice, and shall not be used or referred to in any way as creating a precedent or past practice. Employees must still be employed with the District as of the Board approval date of the recommended salary adjustments for Cycle 3 in order to receive the retroactive salary payment for Cycle 3.

Cycle 4 of the classification review process will occur as scheduled during the 2022-23 school year, with a target implementation date for any recommended salary adjustments to be effective July 1, 2023.

On a one-time basis only, the Personnel Commission will accelerate the classification review process for the remaining Cycles 5 and 6, with a target implementation date for any recommended salary adjustments to be effective July 1, 2023. This one-time acceleration of Cycles 5 and 6 of the classification review process does not establish a precedent or binding past practice, and shall not be used or referred to in any way as creating a precedent or past practice.

The implementation of the recommended salary adjustments are subject to the terms of the \$2.3 million ongoing cap discussed above. If there any funds from the \$2.3 million cap remaining after implementation of the above recommended salary adjustments, then any such remaining funds will be provided to PSEA in the form of compensation as negotiated between the parties.

- 14.21 To the extent the effective dates in this Article are inconsistent with the expiration date set forth in Article 22, the effective dates in this Article are controlling over Article 22.

TA KR - 6/30/22
JAD - 6/30/22

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 ~~their~~^{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 and Notice of Layoffs and Reductions in Hours

Consistent with Education Code section 45117, Employees to be laid off or reduced in hours shall be given written notice of layoff or reduction in hours no later than March 15 that the employee's services will not be required for the ensuing year due to lack of work or lack of funds, 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.

- 15.3.1 A classified employee may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the layoff notice, on or before a date specified in the layoff notice to the employee, which shall not be less than seven days after the date on which the layoff notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, the employee's failure to do so shall constitute a waiver of the employee's right to a hearing. If an employee timely requests a hearing, the hearing process will occur pursuant to Education Code section 45117.
- 15.3.2 Written layoff notices shall state that it has been recommended that the notice be given to the employee, state the reasons that the employee's services will not be required for the ensuing year, inform the employee of the employee's displacement rights, if any, and reemployment rights, and advise the employee of their right to request a hearing.
- 15.3.3 Notwithstanding sections 15.3, 15.3.1 and 15.3.2 above, employees to be laid off or reduced in hours as a result of the expiration of a specially funded program shall be given written notice not less than sixty (60) calendar days prior to the effective date of their layoff or reduction in hours, pursuant to Education Code section 45117(g). The written notice shall include the reason for the layoff, any displacement rights, and any reemployment rights. Classified employees subject to layoff or reduction in hours due to the expiration of a specially funded program do not have any rights to a hearing.

15.4 Order of Layoff

Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

Nothing in this Article shall be construed to interfere with the right of the District to release probationary employees who never become permanent without notice or hearing. The rights of probationary employees in this Article are limited to those set forth in Education Code section 45117.

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 ~~their~~ ~~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 ~~their~~ ~~his/her~~ last day of paid service shall have restored to ~~them~~ ~~him/her~~ all of the rights and benefits (including previously accumulated sick leave) pertaining to regular classified employees in the class to which ~~they~~ ~~are~~ ~~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 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.

T.A. Johnson 4/26/22

ARTICLE 18
PERSONNEL FILES

S.A. 4/26/2022

- 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~~ they have read such material by affixing ~~his/her~~ their signature on the document with the understanding that ~~his/her~~ their signature signifies only that ~~he/she has~~ they have 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~~ their 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.

District #1 to PSEA Unit I
June 14, 2022

TA J.A.G. 6/30/2022
PST 7/29/2022

ARTICLE 22
TERM OF AGREEMENT

22.1 This agreement shall be effective July 1, ~~2022~~2019, and will continue until June 30, 20232022.

~~22.2 Either party to this Agreement may reopen negotiations for the 2020-2021 and 2021-2022 school years on Article 8 (Health and Welfare Benefits), Article 14 (Wages), and one additional article for each party to select.~~