

TA *Jan Jan* 12/7/2021

TA *JKL* 12/8/2021

Health and Welfare & Wages Package Proposal

1. Redesign of Health and Welfare (H&W) model effective Plan Year 2023 with the 80/20 cost-sharing model as set forth in the parties' written proposals, which is inclusive of approximately \$2 million of non-contractual funding to resolve the perpetual shortfall for additional cell supplement for PSEA members electing H&W coverage.
2. Across the board 4.0% wage increase, effective July 1, 2021, plus the delta of any "me-too" raise given to any other unit for the 2021-2022 fiscal year. Wage increase will be reflected on February 2022 pay warrants, and retro paid in the April 2022 pay warrants.
3. Cash to Warrant: Effective with the 2023 Plan Year, for eligible employees who are currently receiving participating cash to warrant in the 2021 Plan Year as of September 19, 2021, they may elect one of the following options no later than September 1, 2022: one-time buy-out of 225% of their total 2022 Plan Year cash to warrant amount to be paid in their January 2023 paychecks; or 4-year phase down of cash to warrant as follows: 100% of their 2022 Plan Year participating cash to warrant for Plan Year 2023, 75% of their 2022 Plan Year participating cash to warrant for Plan Year 2024, 50% of their 2022 Plan Year participating cash to warrant for Plan Year 2025, and then cash to warrant is eliminated starting with Plan Year 2026, assuming the employee makes no changes to their plan coverage.
4. 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 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 parties agree to promptly negotiate how to fund the salary recommendations in excess of the cap.
5. Similar to what occurred for the recently-concluded Cycle 2 classification review, the Parties agree that the remaining 4 cycles of the PC'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.
6. To address the \$15/hour minimum wage, effective January 1, 2022:
 - a. 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.
 - b. The following classifications will be assigned to Range 18 of the Unit I salary schedules: Program Aide - ESS/ASES; Lifeguard/Swim Instructor;
 - c. If PUSD hires any employee(s) into the Noon Duty Assistant, Crossing Guard, or Program Aide - ESS/ASES, or Lifeguard/Swim Instructor classifications that

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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.

7. The parties agree to maintain current contract language for all remaining articles.

T.A.

Jan [unclear] 12/7/2021
LR. 12/8/2021

PSEA UNIT I
ARTICLE 8
HEALTH AND WELFARE BENEFITS

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

8.2 District Contribution and Employee Contributions for Health and Welfare Benefits

8.2.1 Employees who are regularly contracted for a minimum of twenty (20) hours per week are eligible to participate in the District's Health and Welfare Benefit program.

~~For Effective with the 20202023 Plan Year, the base annual District contribution and Unit employee annual contributions for Health and Welfare Benefits for all benefitted employees shall be \$11,023.10 plus an amount equal to the arithmetic average based on a percentage of the increased costs of the two (2) HMO basic insurance packages (Section 8.3): cost of the employee's selected plan and coverage as follows:~~

~~8.2.2 The discretionary funds (cash to warrant) for employees participating in the basic insurance package shall not exceed \$2,750 annually.~~

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

	EE Only		EE + 1		EE + Family	
	District	EE	District	EE	District	EE
Kaiser	100%	0%	80%	20%	80%	20%
Sharp	100%	0%	80%	20%	80%	20%
Scripps	100%	0%	80%	20%	80%	20%

The above applies only to Kaiser HMO, Anthem Select HMO (Sharp), Anthem Priority Select (Scripps), or any similar HMO plans offered by the District, inclusive of dental and vision coverage.

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Effective with the 2023 Plan Year, the District and Unit employee annual contributions for Health and Welfare Benefits shall be based on a percentage of the cost of the employee's selected plan and coverage as follows:

	<u>EE Only</u>		<u>EE + 1</u>		<u>EE + Family</u>	
	<u>District</u>	<u>EE</u>	<u>District</u>	<u>EE</u>	<u>District</u>	<u>EE</u>
<u>Anthem</u>	<u>75%</u>	<u>25%</u>	<u>40%</u>	<u>60%</u>	<u>30%</u>	<u>70%</u>
<u>Blue Cross</u>						
<u>PPO</u>						

The above applies only to Anthem Blue Cross PPO, or any similar PPO plan offered by the District, inclusive of dental and vision coverage.

8.2.2 Effective with the 2023 Plan Year, for eligible employees who are currently receiving participating cash to warrant in the 2021 Plan Year as of September 19, 2021, they may elect one of the following options no later than September 1, 2022: (1) one-time buy-out of 225% of their total 2022 Plan Year participating cash to warrant amount to be paid in their January 2023 paychecks (employee must still be employed with the District as of January 15, 2023 in order to receive the one-time buyout), and then participating cash to warrant is eliminated; or (2) 4-year phase down of participating cash to warrant as follows: 100% of their 2022 Plan Year participating cash to warrant for Plan Year 2023, 75% of their 2022 Plan Year participating cash to warrant for Plan Year 2024, 50% of their 2022 Plan Year participating cash to warrant for Plan Year 2025, and then participating cash to warrant is eliminated starting with Plan Year 2026, assuming the employee remains employed with the District and makes no changes to their plan coverage during the period of the 4-year phase down (e.g., moving from employee only coverage to employee + 1 coverage would automatically disqualify the employee from continuing to receive the participating cash to warrant phase down plan). PSEA members eligible for participating cash to warrant must submit their election to the Director of Payroll no later than the September 1, 2022 deadline. For any eligible member who does not submit their election by the deadline, they will be provided with option (1) regarding the one-time buyout.

8.2.3 Proof of other insurance coverage must be provided in order to opt out of the major medical and dental plans provided by the Poway Unified School District. -Neither Medicare, Medi-Cal nor individual

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marketplace or government exchange policies, such as Covered California plans shall qualify as "other group insurance coverage." Proof of other coverage must be provided to the District's Benefits Department no later than the end of open enrollment. If proof of other coverage is not provided by the end of open enrollment, the employee will be automatically enrolled in the basic employee only plan package (Kaiser, Dental, Vision, Basic Life Insurance).

Employees opting out of the major medical plan are still required to purchase the mandatory life insurance. Additionally, employees who opt out of medical benefits may purchase both choose to enroll in dental and/or vision benefits, and the premiums for such dental and/or vision benefits for self and/or dependents shall be paid according to the applicable percentage for the plan selected as set forth in 8.2.1 above (see benefit brochure for cost). These benefits will be deducted from the 'Opt-Out' contribution (8.2.1) negotiated between the District and PSEA. Effective January 1, 2020 with the 2022 Plan Year, the maximum 'Opt-Out' cash to warrant will be \$3,500250 per employee per calendar year.

- 8.3 Upon initial eligibility or for continuing coverage employees whose monthly net earnings are less than the monthly premium payment, premiums required for coverage must be paid in advance either annually or semi-annually. Insurance coverage shall be canceled if the required premium payment is not received in the Payroll Department in advance of the required premium. If the coverage is allowed to lapse, it may not be reinstated the following year ~~or any year thereafter.~~
- 8.4 The District shall continue the employer contribution while the employee is on paid leave status, in the same manner as if the employee had remained in regular service. Employees on District approved, non-paid leaves of absence, or retired employees, may elect to continue coverage for themselves and dependents. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly.
- 8.5 Retired employees may purchase the basic health plan for themselves and their eligible dependents - employees must be retired under one of the District's formal retirement plan(s) (PERS, PARS or STRS) early or normal retirement plan provisions; be at least age fifty (50) (PERS, STRS), or age sixty (60) (PARS) or older, and have ~~ten (10)~~five (5) consecutive previous years of service with the District. Retirees' dependents must meet the same eligibility requirements as dependents of active employees. Upon attainment of age sixty-five (65), the retired employee must sign up for Medicare parts A and B (this applies to dependents also). Retiree coverage is available for medical, dental, and vision insurance. Life insurance ceases upon retirement. Premiums required for coverage must be paid in advance either annually, semi-annually,

or quarterly. Retirees may change insurance providers during the regular open enrollment period. If the coverage is allowed to lapse, it may not be reinstated the following year or any year thereafter.

8.5.1 Post Health and Welfare Benefits for Eligible Retired Employees

Unit members, retiring under one of the District's formal retirement plan(s) (PERS or STRS), at least age fifty-five (55) or older, and having five (5) consecutive years of benefited service with the District, and having at least ten (10) overall years of service with the District, will be eligible for a District contribution towards their retiree health coverage through age sixty-five (65) or Medicare eligibility.

The District contributions will be based on a percentage of the cost of the lowest price plan for employee only coverage and will vary by years of District service at retirement as follows:

Years of Service at Retirement	District Contribution Percentage
<u>At least 10 years of service but less than 15</u>	<u>50%</u>
At least 15 years of service but less than 17	80%
At least 17 years of service but less than 20	90%
20 or more years of service	100%

All monies paid by the District must be used for medical, dental and vision coverage for the employee; no other benefits are covered for employees under this agreement. Eligible Unit members may purchase additional benefits for themselves or eligible dependents. Employees selecting a more expensive medical plan or dependent coverage will pay the difference in premium costs. Employees moving out of the area will be reimbursed to the same dollar amount for use toward medical, dental and vision premiums. Premiums will be reimbursed annually with submission of required documentation.

Eligible Unit members must meet all criteria: retire into District plan, age, years of service, years of service in a benefited position, and must be in a benefited position and covered by a District plan at time of retirement. For retirements which take effect on or after June 21, 2012, the words "years of District service" means years of service in any of the District's bargaining Units or in the District's management association. Additionally, up to five (5) years of District service outside of any of the District bargaining Units or its management association shall be counted for purposes of determining "years of District service" under this section.

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

The above chart shall be applicable to eligible employees who retire on or before October 31, 2015. Eligible employees who retire on or after November 1, 2015 but before December 17, 2021, shall receive a District contribution in accordance with the following chart effective January 1, 2016, and shall remain on the chart above until such time.

15-16.99 Years (80%)	17-19.99 Years (90%)	20+ Years (100%)
80%	90%	100%

Eligible employees who retire on or after December 17, 2021, shall receive a District contribution in accordance with the following chart effective January 1, 2022, and shall remain on the chart above until such time.

<u>10-14.99 Years (50%)</u>	<u>15-16.99 Years (80%)</u>	<u>17-19.99 Years (90%)</u>	<u>20+ Years (100%)</u>
<u>50%</u>	<u>80%</u>	<u>90%</u>	<u>100%</u>

For the purpose of this agreement as it relates to eligibility for post-retirement benefits, any employee who resigns or retires from the Poway Unified School District and is then subsequently re-employed by the District on or after June 30, 2006, will carry no service credit forward to qualify for this Post Retirement Health and Welfare Benefit, and will need to reestablish eligibility.

~~The Effective for the 2023 Plan Year, the funding of this post-retirement medical benefit, as reported for the required GASB 75 actuarial, is partially funded from several existing sources, including as follows: on an accumulated balance of not less than \$682,000, dedication of 'Opt-Out' funds (as defined in Section 8.9) not provided to the employee, and interest earned by the post retirement benefit fund. It is understood that should the annual contributions be basis, the District shall allocate the post-retirement benefit fund become less~~

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~~than equivalent of 1% of total PSEA Unit employees' contracted salaries, or should any of the assumptions contained within only to the District's Irrevocable OPEB Trust, for the GASB 75 actuarial not be sufficient to fund this post-retirement benefit plan, the parties agree to reopen negotiations immediately in order to ensure this Post-Retirement Benefit Plan is independently and fiscally sound benefit of PSEA retirees.~~

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

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

~~8.7 Effective Plan Year 2016, an amount of \$1,040,250.00 will be used each year to offset medical premiums for active Unit members in a manner determined by mutual agreement between the District and PSEA in an interest-based problem solving session(s). These funds represent \$370,267, which is redirected each year from the post-retirement benefit fund, and \$669,983 that represents the total annual district contribution.~~

8.8

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

~~8.9 Effective for the 2016 calendar year 'Opt Out' savings shall be determined by subtracting the amount specified in Section 8.2.3 from the amount specified in Section 8.2.1.~~

8.8 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.

T.A.

John J... 12/7/2021
LR 12/8/2021

**ARTICLE 14
WAGES**

14.1 Longevity

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

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

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

14.3 Increase Following Promotion

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

14.4 Night Differential

14.4.1 A night differential of 5 percent is established to compensate for all shifts that have 50 percent (50%) or more work between the hours of

5:00 p.m. and 8:00 a.m.

- 14.4.2 It is understood that anyone receiving time and one-half (1-1/2) from his/her regularly scheduled working hours will not be compensated for the night differential percentage.
- 14.4.3 In addition, any regularly scheduled employee whose job performance constitutes more than 50 percent (50%) of his/her time between the hours of 5:00 p.m. and 8:00 a.m. in a regular month will be compensated with a night differential.

14.5 Range Increases

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

14.6 Salary Schedules

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

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.

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

14.7 Overtime

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

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

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

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

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

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

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

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

14.8 Overnight Assignment

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

14.8.1 Selection process/assignment

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

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

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

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

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

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

14.8.2 Compensation

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

14.9 Call Back

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

14.10 Call In Time

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

14.11 Expense Reimbursement

Unit members who incur travel expenses, including food and lodging expenses,

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due to a work assignment away from the District shall receive reimbursement in accordance with District operating procedures. (Submission of form entitled "Conference/Meeting Attendance Request and Expense Claim".)

14.12 Mileage

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

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

14.13 Working Out of Classification

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

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

14.14 Pay Options

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

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

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

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

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

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

14.17 Error in Salary

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

14.18 Education Financial Incentive Program

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

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

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

14.18.2 Eligible Courses, Training and "Other" Opportunities.

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

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

14.18.3 Approval Process

14.18.3.1 An Education Financial Incentive Committee (Committee will be created to review employee requests for financial and/or scholarship support for professional development. The Committee will be comprised of two representatives from the administration and three representatives from PSEA.

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

14.18.3.3 An employee must submit a request for financial incentive support on District form LSS-21, *Education Financial Incentive for Classified Employees Request for Reimbursement*, to the Financial Incentive Committee prior to the class, course, workshop or "other" type of program. Requests submitted for course/training that occurred prior to the current fiscal school year will not be

considered.

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

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

14.18.4 Budget

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

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

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

14.19 Professional Learning Program (PLP)

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

14.19.1 Professional Learning Program Budget

The District's contribution to the Professional Learning Program for 2019-2020 shall be \$276,000 for Units I and II combined. 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.

14.19.2 Professional Learning Advisory Board

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

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

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

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

14.19.3 Professional Learning Coordinator

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

14.19.4 Classified Learning Cooperative (CLC)

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

Unit members 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.

14.20 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 parties agree to promptly negotiate how to fund the salary recommendations in excess of the cap.

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.