

T.A. *Ja Jining* 5/3/18
Country Marta 5/3/18

**OVERALL TENTATIVE AGREEMENT
PSEA/PUSD UNIT I**

<u>ARTICLE</u>	<u>TA'd</u>
Article 1 (Definitions):	9/21/17
Article 2 (Recognition and Negotiation Procedures):	2/13/18
Article 4 (Payroll Deductions):	4/21/16
Article 5 (Hours of Employment):	5/26/17
Article 7 (Vacation):	5/3/18
Article 8 (Health & Welfare):	12/12/17
Article 9 (Leaves):	5/3/18
Article 9.16 (Child Bonding):	4/21/17
Article 11 (Evaluation Procedure):	9/28/16
Article 14 (Wages):	5/3/18
Article 15 (Layoff):	5/3/18
Article 16 (Organizational Rights):	5/13/16
Article 21 (Limited Term (Substitute) Employees):	5/3/18
Article 22 (Term of Agreement):	5/3/18

[ALL OTHER ARTICLES ARE CURRENT CONTRACT LANGUAGE]

9/21/2017
TA
Courtney Martin
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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 PERB decisions.
- 1.1.9 "Permanent Employee" is a regular employee who has successfully completed an initial probationary period.
- 1.1.10 "Probationary Employee" is a regular employee who will become permanent upon the successful completion of a prescribed probationary period. "Six months" as it relates to "probationary period" to be defined as six months or 130 days of paid service whichever

is longer.

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

**POWAY UNIFIED SCHOOL DISTRICT
BOARD POLICY**

ARTICLE 4.0 PERSONNEL SERVICES

4.3 CLASSIFIED PERSONNEL

Section 4.316 - Office, Technical, Business Services

and Paraprofessional Salary Schedule - Members Prior to 1/1/2013

E 07/01/15

Originator: Associate Superintendent, Personnel Support Services
Issue No.: 136
Date: 09/14/17 (5.4(a), (b))
Page: 1 of 2

Job Classification	Pay Range
ADMINISTRATIVE SUPPORT	
Communications Specialist	39
Executive Assistant	39
School Administrative Specialist II	37
School Administrative Assistant - High School	36
School Administrative Assistant - Middle School	34
Administrative Assistant II	33
School Administrative Assistant - Continuation High School	33
School Administrative Assistant - Elementary	33
School Administrative Specialist I	33
Categorical/Grant Programs Administrative Specialist	31
Administrative Assistant I	30
Lead ROP/AE Office Specialist	29
School Secretary	27
Office Specialist	26
ROP/AE Office Specialist	26
Office Assistant II	22
FISCAL	
Financial Analyst	49
Accountant II	43
Accountant I	41
Lead Accounting Assistant	38
Nutrition Specialist	38
Senior Payroll Technician	36
Budget Analyst	36
Senior Buyer	36
Food and Nutrition Procurement Specialist	35
Accounting Technician	34
Payroll Technician	33
Accounting Assistant IV	32
Buyer	32
Department Operations Technician	32
Activities, Maintenance and Operations Technician	32
and Nutrition Technician	32
High School Accounting Technician	32
Accounting Assistant III	29
Middle School Accounting Technician	29
Assistant Buyer	27
Maintenance and Operations Purchasing Assistant	27
Accounting Assistant II	26
Student Store Technician	25
Accounting Assistant I	23
HEALTH SERVICES	
Occupational Therapist	58
Physical Therapist	58
Certified Occupational Therapy Assistant	40
Speech Language Pathology Assistant	40
Student Health Care Specialist	35
Athletic Trainer	34
Health Services Technician	26
HUMAN RESOURCES	
Human Resources Analyst	44
Human Resources Specialist	36
Insurance Benefits Technician	33
Workers Compensation Specialist	33
Staff Development Program Coordinator	33
Insurance Benefits Assistant	27
Workers Compensation Technician	27
Human Resources Assistant	25
LIFEGUARD	
Senior Lifeguard	26
General Lifeguard	22
Lifeguard/Swim Instructor	17
LIBRARY MEDIA	
Library Media Technician - Secondary	28
Library Media Technician - Elementary	26
Literacy Media Resource Technician	26
Library Media Computer Resource Technician	24
Library Media Assistant	20
LOSS PREVENTION	
Risk Management Specialist	39
Safety/Environmental Technician	33
PARAPROFSSIONAL	
Enrichment Specialist	48
Vocational Development Specialist	32
Music Assistant	31
Sign Language Interpreter	31
Teaching Assistant	31
Career Life Skills Technician	28
Educational Transcriber	28
Student Services Specialist - Bilingual	28

Job Classification	Pay Range
PARAPROFSSIONAL (CONT'D)	
Computer Resource Assistant	26
Student Services Specialist	26
Music Assistant/Accompanist	24
Science Laboratory Assistant	24
Braille Transcriber	23
Behavioral Intervention Instructional Assistant	23
Campus Security Specialist	23
Lead Extended Services Assistant	23
Lead Middle School ASES Assistant	23
Instructional Assistant II - Special Education	22
Instructional Assistant - Bilingual Proficient	21
Instructional Assistant - Preschool	20
Instructional Assistant I - Special Education	20
Student Services Assistant	20
Bus Transportation Aide	19
Instructional Assistant	19
Instructional Assistant - ELL	19
Instructional Assistant - Music	19
Instructional Assistant - Physical Education	19
Instructional Assistant - Vocational Education	19
Program Aide - ASES	16
Program Aide - ESS	16
Crossing Guard	14
PLANNING	
Senior Planning Analyst	49
Planning Analyst	44
Planning Technician	35
PUBLICATIONS	
Senior Publications Technician	35
Computer Graphics Technician	33
Publications Technician	32
SCHOOL COMMUNITY INTERFACE	
Prevention Specialist/Grant Researcher	32
Community Relations Specialist	28
Parent and Community Liaison - Bilingual	25
Community Relations Assistant	23
Parent and Community Liaison	23
Parent Liaison	23
Volunteer Coordinator	23
STUDENT SUPPORT	
District Testing Specialist	33
Transportation Fee Coordinator	30
High School Registrar	29
Transportation Assistant/Scheduler	29
Career Guidance Technician II - High School	27
Counseling Assistant - Middle School	27
Data and Assessment Technician	27
Guidance Technician	27
Student Data Technician	26
Attendance Accounting Assistant III	26
Registrar - Continuation High School	26
Counseling Assistant	25
Attendance Accounting Assistant II	24
Inventory Control Assistant	24
Attendance Accounting Assistant I	22
Career Guidance Technician I - High School	22
Testing Assistant	20
TECHNOLOGY	
Programmer Analyst III	57
Programmer Analyst II	55
Database Administrator	54
Systems Engineer	54
Systems Administrator	50
Programmer Analyst I	50
Web Site Developer	49
Senior Information Systems Support Analyst	48
Information Systems Support Analyst	46
LAN Administrator Coordinator	45
Network Services Support Technician	44
Food and Nutrition Technology Specialist	42
LAN Administrator	39

The following longevity increments shall apply:
1.5% increase after seven and a half (7.5 years) of service
3.0% after ten (10) years of service
4.5% after twelve and a half (12.5) years of service
6.0% after fifteen (15) years of service
7.5% after seventeen and a half (17.5) years of service
9.0% after twenty (20) years of service
10.5% after twenty-two and a half (22.5) years of service

OFFICE/TECHNICAL/PARAPROFESSIONAL SALARY SCHEDULE
4.316 - Members Hired Prior to 1/1/2013

Date: 09/14/17
Issue No.: 136
Page 2 of 2

Range	Monthly Rate					Hourly Rate					Range
	1	2	3	4	5	1	2	3	4	5	
10	1,894	1,990	2,091	2,196	2,308	10.93	11.48	12.06	12.67	13.32	10
11	1,941	2,040	2,143	2,251	2,365	11.20	11.77	12.36	12.99	13.64	11
12	1,990	2,091	2,196	2,308	2,424	11.48	12.06	12.67	13.32	13.98	12
13	2,040	2,143	2,251	2,365	2,485	11.77	12.36	12.99	13.64	14.34	13
14	2,091	2,196	2,308	2,424	2,547	12.06	12.67	13.32	13.98	14.69	14
15	2,143	2,251	2,365	2,485	2,611	12.36	12.99	13.64	14.34	15.06	15
16	2,196	2,308	2,424	2,547	2,676	12.67	13.32	13.98	14.69	15.44	16
17	2,251	2,365	2,485	2,611	2,743	12.99	13.64	14.34	15.06	15.83	17
18	2,308	2,424	2,547	2,676	2,812	13.32	13.98	14.69	15.44	16.22	18
19	2,365	2,485	2,611	2,743	2,882	13.64	14.34	15.06	15.83	16.63	19
20	2,424	2,547	2,676	2,812	2,954	13.98	14.69	15.44	16.22	17.04	20
21	2,485	2,611	2,743	2,882	3,028	14.34	15.06	15.83	16.63	17.47	21
22	2,547	2,676	2,812	2,954	3,104	14.69	15.44	16.22	17.04	17.91	22
23	2,611	2,743	2,882	3,028	3,181	15.06	15.83	16.63	17.47	18.35	23
24	2,676	2,812	2,954	3,104	3,261	15.44	16.22	17.04	17.91	18.81	24
25	2,743	2,882	3,028	3,181	3,342	15.83	16.63	17.47	18.35	19.28	25
26	2,812	2,954	3,104	3,261	3,426	16.22	17.04	17.91	18.81	19.77	26
27	2,882	3,028	3,181	3,342	3,511	16.63	17.47	18.35	19.28	20.26	27
28	2,954	3,104	3,261	3,426	3,599	17.04	17.91	18.81	19.77	20.76	28
29	3,028	3,181	3,342	3,511	3,689	17.47	18.35	19.28	20.26	21.28	29
30	3,104	3,261	3,426	3,599	3,781	17.91	18.81	19.77	20.76	21.81	30
31	3,181	3,342	3,511	3,689	3,876	18.35	19.28	20.26	21.28	22.36	31
32	3,261	3,426	3,599	3,781	3,973	18.81	19.77	20.76	21.81	22.92	32
33	3,342	3,511	3,689	3,876	4,072	19.28	20.26	21.28	22.36	23.49	33
34	3,426	3,599	3,781	3,973	4,174	19.77	20.76	21.81	22.92	24.08	34
35	3,511	3,689	3,876	4,072	4,278	20.26	21.28	22.36	23.49	24.68	35
36	3,599	3,781	3,973	4,174	4,385	20.76	21.81	22.92	24.08	25.30	36
37	3,689	3,876	4,072	4,278	4,495	21.28	22.36	23.49	24.68	25.93	37
38	3,781	3,973	4,174	4,385	4,607	21.81	22.92	24.08	25.30	26.58	38
39	3,876	4,072	4,278	4,495	4,722	22.36	23.49	24.68	25.93	27.24	39
40	3,973	4,174	4,385	4,607	4,840	22.92	24.08	25.30	26.58	27.92	40
41	4,072	4,278	4,495	4,722	4,961	23.49	24.68	25.93	27.24	28.62	41
42	4,174	4,385	4,607	4,840	5,086	24.08	25.30	26.58	27.92	29.34	42
43	4,278	4,495	4,722	4,961	5,213	24.68	25.93	27.24	28.62	30.08	43
44	4,385	4,607	4,840	5,086	5,343	25.30	26.58	27.92	29.34	30.83	44
45	4,495	4,722	4,961	5,213	5,477	25.93	27.24	28.62	30.08	31.60	45
46	4,607	4,840	5,086	5,343	5,613	26.58	27.92	29.34	30.83	32.38	46
47	4,722	4,961	5,213	5,477	5,754	27.24	28.62	30.08	31.60	33.20	47
48	4,840	5,086	5,343	5,613	5,898	27.92	29.34	30.83	32.38	34.03	48
49	4,961	5,213	5,477	5,754	6,045	28.62	30.08	31.60	33.20	34.88	49
50	5,086	5,343	5,613	5,898	6,196	29.34	30.83	32.38	34.03	35.75	50
51	5,213	5,477	5,754	6,045	6,351	30.08	31.60	33.20	34.88	36.64	51
52	5,343	5,613	5,898	6,196	6,510	30.83	32.38	34.03	35.75	37.56	52
53	5,477	5,754	6,045	6,351	6,673	31.60	33.20	34.88	36.64	38.50	53
54	5,613	5,898	6,196	6,510	6,839	32.38	34.03	35.75	37.56	39.46	54
55	5,754	6,045	6,351	6,673	7,010	33.20	34.88	36.64	38.50	40.44	55
56	5,898	6,196	6,510	6,839	7,186	34.03	35.75	37.56	39.46	41.46	56
57	6,045	6,351	6,673	7,010	7,365	34.88	36.64	38.50	40.44	42.49	57
58	6,196	6,510	6,839	7,186	7,549	35.75	37.56	39.46	41.46	43.55	58
59	6,351	6,673	7,010	7,365	7,738	36.64	38.50	40.44	42.49	44.64	59

**POWAY UNIFIED SCHOOL DISTRICT
BOARD POLICY**

ARTICLE 4.0 PERSONNEL SERVICES

4.3 CLASSIFIED PERSONNEL

**Section 4.316 (a) - Office, Technical, Business Services
and Paraprofessional Salary Schedule - Members Hired On or After 1/1/2013**

E 07/01/15

Originator: Associate Superintendent, Personnel Support Services

Issue No.: 91

Date: 09/14/17 (5.4(a), (b))

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School Administrative Specialist I	33
Categorical/Grant Programs Administrative Specialist	31
Administrative Assistant I	30
Lead ROP/AE Office Specialist	29
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ROP/AE Office Specialist	26
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Financial Analyst	49
Accountant II	43
Accountant I	41
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Nutrition Specialist	38
Senior Payroll Technician	36
Budget Analyst	36
Senior Buyer	36
Food and Nutrition Procurement Specialist	35
Accounting Technician	34
Payroll Technician	33
Accounting Assistant IV	32
Buyer	32
Department Operations Technician	32
Facilities, Maintenance and Operations Technician	32
Food and Nutrition Technician	32
High School Accounting Technician	32
Accounting Assistant III	29
Middle School Accounting Technician	29
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Campus Security Specialist	23
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Lead Middle School ASES Assistant	23
Instructional Assistant II - Special Education	22
Instructional Assistant - Bilingual Proficient	21
Instructional Assistant - Preschool	20
Instructional Assistant I - Special Education	20
Student Services Assistant	20
Bus Transportation Aide	19
Instructional Assistant	19
Instructional Assistant - ELL	19
Instructional Assistant - Music	19
Instructional Assistant - Physical Education	19
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Program Aide - ASES	16
Program Aide - ESS	16
Crossing Guard	14
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Guidance Technician	27
Student Data Technician	26
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Registrar - Continuation High School	26
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Attendance Accounting Assistant II	24
Inventory Control Assistant	24
Attendance Accounting Assistant I	22
Career Guidance Technician I - High School	22
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Programmer Analyst II	55
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 7.5% after seventeen and a half (17.5) years of service
 9.0% after twenty (20) years of service
 10.5% after twenty-two and a half (22.5) years of service
 12.0% after twenty-five (25) years of service

OFFICE/TECHNICAL/PARAPROFESSIONAL SALARY SCHEDULE
4.316 (a) - Members Hired On or After 1/1/2013

Date: 09/14/17
Issue No.: 91
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10	1,989	2,090	2,196	2,307	2,424	11.48	12.06	12.67	13.31	13.98	10
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12	2,090	2,196	2,307	2,424	2,547	12.06	12.67	13.31	13.98	14.69	12
13	2,142	2,251	2,365	2,485	2,611	12.36	12.99	13.64	14.34	15.06	13
14	2,196	2,307	2,424	2,547	2,676	12.67	13.31	13.98	14.69	15.44	14
15	2,251	2,365	2,485	2,611	2,743	12.99	13.64	14.34	15.06	15.83	15
16	2,307	2,424	2,547	2,676	2,812	13.31	13.98	14.69	15.44	16.22	16
17	2,365	2,485	2,611	2,743	2,882	13.64	14.34	15.06	15.83	16.63	17
18	2,424	2,547	2,676	2,812	2,954	13.98	14.69	15.44	16.22	17.04	18
19	2,485	2,611	2,743	2,882	3,028	14.34	15.06	15.83	16.63	17.47	19
20	2,547	2,676	2,812	2,954	3,104	14.69	15.44	16.22	17.04	17.91	20
21	2,611	2,743	2,882	3,028	3,182	15.06	15.83	16.63	17.47	18.36	21
22	2,676	2,812	2,954	3,104	3,262	15.44	16.22	17.04	17.91	18.82	22
23	2,743	2,882	3,028	3,182	3,344	15.83	16.63	17.47	18.36	19.29	23
24	2,812	2,954	3,104	3,262	3,428	16.22	17.04	17.91	18.82	19.78	24
25	2,882	3,028	3,182	3,344	3,514	16.63	17.47	18.36	19.29	20.27	25
26	2,954	3,104	3,262	3,428	3,602	17.04	17.91	18.82	19.78	20.78	26
27	3,028	3,182	3,344	3,514	3,692	17.47	18.36	19.29	20.27	21.30	27
28	3,104	3,262	3,428	3,602	3,784	17.91	18.82	19.78	20.78	21.83	28
29	3,182	3,344	3,514	3,692	3,879	18.36	19.29	20.27	21.30	22.38	29
30	3,262	3,428	3,602	3,784	3,976	18.82	19.78	20.78	21.83	22.94	30
31	3,344	3,514	3,692	3,879	4,075	19.29	20.27	21.30	22.38	23.51	31
32	3,428	3,602	3,784	3,976	4,177	19.78	20.78	21.83	22.94	24.10	32
33	3,514	3,692	3,879	4,075	4,281	20.27	21.30	22.38	23.51	24.70	33
34	3,602	3,784	3,976	4,177	4,388	20.78	21.83	22.94	24.10	25.32	34
35	3,692	3,879	4,075	4,281	4,498	21.30	22.38	23.51	24.70	25.95	35
36	3,784	3,976	4,177	4,388	4,610	21.83	22.94	24.10	25.32	26.60	36
37	3,879	4,075	4,281	4,498	4,725	22.38	23.51	24.70	25.95	27.26	37
38	3,976	4,177	4,388	4,610	4,843	22.94	24.10	25.32	26.60	27.94	38
39	4,075	4,281	4,498	4,725	4,964	23.51	24.70	25.95	27.26	28.64	39
40	4,177	4,388	4,610	4,843	5,088	24.10	25.32	26.60	27.94	29.35	40
41	4,281	4,498	4,725	4,964	5,215	24.70	25.95	27.26	28.64	30.09	41
42	4,388	4,610	4,843	5,088	5,345	25.32	26.60	27.94	29.35	30.84	42
43	4,498	4,725	4,964	5,215	5,479	25.95	27.26	28.64	30.09	31.61	43
44	4,610	4,843	5,088	5,345	5,616	26.60	27.94	29.35	30.84	32.40	44
45	4,725	4,964	5,215	5,479	5,756	27.26	28.64	30.09	31.61	33.21	45
46	4,843	5,088	5,345	5,616	5,900	27.94	29.35	30.84	32.40	34.04	46
47	4,964	5,215	5,479	5,756	6,048	28.64	30.09	31.61	33.21	34.89	47
48	5,088	5,345	5,616	5,900	6,199	29.35	30.84	32.40	34.04	35.76	48
49	5,215	5,479	5,756	6,048	6,354	30.09	31.61	33.21	34.89	36.66	49
50	5,345	5,616	5,900	6,199	6,513	30.84	32.40	34.04	35.76	37.58	50
51	5,479	5,756	6,048	6,354	6,676	31.61	33.21	34.89	36.66	38.52	51
52	5,616	5,900	6,199	6,513	6,843	32.40	34.04	35.76	37.58	39.48	52
53	5,756	6,048	6,354	6,676	7,014	33.21	34.89	36.66	38.52	40.47	53
54	5,900	6,199	6,513	6,843	7,189	34.04	35.76	37.58	39.48	41.48	54
55	6,048	6,354	6,676	7,014	7,369	34.89	36.66	38.52	40.47	42.51	55
56	6,199	6,513	6,843	7,189	7,553	35.76	37.58	39.48	41.48	43.58	56
57	6,354	6,676	7,014	7,369	7,742	36.66	38.52	40.47	42.51	44.67	57
58	6,513	6,843	7,189	7,553	7,936	37.58	39.48	41.48	43.58	45.78	58
59	6,676	7,014	7,369	7,742	8,134	38.52	40.47	42.51	44.67	46.93	59
60	6,843	7,189	7,553	7,936	8,337	39.48	41.48	43.58	45.78	48.10	60

T.A.

James J. [unclear]

2/13/18

f8R 2/13/18

PUSD Proposal #1
February 13, 2018
9:00 a.m.

ARTICLE 2 RECOGNITION AND NEGOTIATION PROCEDURES

Current contract language.

**ARTICLE 4
PAYROLL DEDUCTIONS**

4.1 Dues and Agency Fee Deductions

4.1.1 Participation

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

4.1.2 Dues Deduction

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

4.1.3 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.

4.1.34 Payment of Monies

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

4.1.45 Employee Lists

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

Between November and June, inclusive, the District shall, the day after

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

4.1.~~56~~ Deductions - Other Purposes

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

4.1.~~67~~ PSEA shall provide the District with the name of any unit member who qualifies for religious objection status. Employees who qualify for religious objection status shall indicate the particular IRC Section 501 (C) (3) non-religious, non-labor organizations to which the District is to direct an amount equal to the fair share service fee.

4.1.~~78~~ PSEA shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other action arising from the deduction of PSEA dues or fair share fees. This indemnification does not extend to any claim by PSEA against the District alleging a failure to comply with this Article or to properly deduct dues and agency fees.

4.2 Maintenance of Membership

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

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

4.3

Tax Sheltered Annuity

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

T.A.

Handwritten: Gordon [unclear] 5/26/2017
Lynette Turner 5-26-17
ARTICLE 5

PUSD Proposal #4
October 4, 2016

WORK YEAR – WORKWEEK – WORKDAY

5.1 Work Year

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

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

5.2 Workweek

- 5.2.1 The regular full-time workweek is defined as forty (40) hours, Monday-Friday. When appropriate, an alternate workweek other than Monday-Friday may be assigned. Unit member(s) assigned alternate workweeks shall receive two (2) consecutive days off during that period.
- 5.2.2 The workweek shall consist of not more than five (5) consecutive workdays for any unit member having an average of four (4) hours or more during the workweek.
- 5.2.3 The number of work hours during the workweek assigned to a regular part-time employee shall be determined by the District.

5.3 Workday

- 5.3.1 The daily duty schedule for unit members shall be assigned by the principal or immediate supervisor. Teachers do not qualify as the "immediate supervisor" of PSEA unit members.
- 5.3.2 Unit members who have a workday of five (5) hours or more shall be entitled to a duty-free, non-paid lunch period of thirty (30) minutes, which, insofar as is practical, shall take place after the unit member has been on duty for four (4) hours. Unit members working between five (5) hours and six (6) hours may request, and their supervisor may grant, a waiver of the duty-free, non-paid lunch period. No employee shall have such a waiver imposed on them against their will. Either the

employee or their supervisor may cancel the waiver upon giving 10 working days' notice.

5.3.3 Unit members who work four (4) or more consecutive hours per workday will be granted a fifteen (15) minute rest period. Unit members who work at least seven (7) hours per workday shall receive two fifteen (15) minute rest periods. Unit members who have a workday of at least three and three quarters (3 3/4) hours shall receive a ten (10) minute rest period.

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

5.4 General

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

5.5 Adjustment of Assigned Time

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

5.6 Summer and District Recess Assignments

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

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

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

This section shall only apply to the following positions: 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 his/her supervisor to discuss changing the start date of the new schedule.

5.7.3 Temporary Change in Work Schedule

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

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

5.8 Increase in Hours Assigned

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

accorded the opportunity to represent the affected employee in any conference involving the Associate Superintendent, Personnel Support Services or designee and the affected employee.

5.9 ~~Project Work /~~ Extra Work

Opportunities for ~~project~~/extra work which ~~has~~ is customarily and routinely ~~been~~ performed by District employees shall first be offered to appropriately qualified regular employees at the particular work site or department, according to seniority on a rotating basis.

If a supervisor or department head does not assign temporary project work/extra work to unit members assigned to the particular work site or department, temporary project work/extra work of 25 or more hours shall be listed on the Personnel Commission's website as available work prior to the selection of non-site/department ~~regular~~ employees to perform the work. ~~An employee may not accept a temporary project work assignment that would conflict with the employee's regular contracted hours.~~ The listing shall contain required qualifications, compensation and 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 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.~~

5.10 ~~Creation of Additional Benefitted Positions~~

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

T.A

Ja Jimmy 5/3/18
Country Martin 5/3/2018

PUSD Proposal #6
May 3, 2018

ARTICLE 7 VACATION

7.1 General

- 7.1.1 Paid vacation shall be granted to all regular classified employees pursuant to the provisions of this article.
- 7.1.2 All newly hired unit members shall accrue vacation credit but shall not be eligible to take paid vacation except for mandated recess time (as defined in Sections 7.1.3 and 7.8), prior to completion of their first six (6) months of service.
- 7.1.3 Absent approval of management, unit members whose work year is less than twelve (12) months shall be required to use all vacation during the Thanksgiving, Winter, February and Spring break recesses. ~~At the commencement of the school year, the District shall provisionally credit to the vacation bank of such employees one full day of vacation, provided that:~~
- ~~(i) Employees hired after the commencement of the school year shall not be credited with any unearned vacation for that school year.~~
 - (i) For purposes of this Article, vacation allocation shall be provisionally credited at the beginning of the fiscal year, pro-rated according to hire date, computed at the employee's regular hours per day assignment and adjusted annually to be in compliance with Section 7.7.
 - (ii) The vacation bank of any employee whose employment terminates prior to the end of the employee's work year will be adjusted to reflect the amount of vacation accrued that work year, pursuant to Section 7.2, minus any vacation time taken that work year prior to the date of termination plus any accrued vacation carried over from the prior year. Any negative balance will be deducted from the employee's final pay warrant.
 - ~~(iii) When an employee reaches an accrual rate of 15 days or more of annual vacation, pursuant to Section 7.2, the crediting of one provisional day of vacation at the commencement of the school year, shall cease.~~
 - (iii) The vacation bank of any employee who completes the work year shall equal the amount of vacation accrued that work year, pursuant to Section 7.2, minus any vacation time taken that work year, plus any accrued vacation carried over from the prior year.
 - a. Vacation time, if any, may be used, with prior approval of the appropriate supervisor, during the employee's work year.

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

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

~~7.2 Vacation Accrual Rate~~

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

~~7.2.1 During the first through the third year of continuous service the rate shall be .04615 hours per hour of paid service (12 days per year for 12-month employees).~~

~~7.2.2 During the fourth through the tenth year of continuous service the rate shall be .05769 hours per hour of paid service (15 days per year for 12-month employees).~~

~~7.2.3 During the eleventh through the fifteenth year of continuous service the rate shall be .07731 .07692 hours per hour of paid service (20 days per year for 12-month employees).~~

~~7.2.4 After completion of the fifteenth year of continuous service the rate shall be .08462 hours per hour of paid service (22 days per year for 12-month employees).~~

~~7.2.5 Unit members who have a work year of less than 12 months shall receive prorated vacation time.~~

7.2 Vacation Accrual Rate

Vacation shall be earned and accrued on a monthly basis per hour of service, exclusive of overtime and added assignments. Employees whose anniversary date would entitle them to an increase in vacation accrual rate during an academic year will have their vacation accrual rate adjusted at the beginning of that academic year (July 1).

Annual vacation days for employees are set forth below.

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

12 month employees (260 days)	12 Days
11.5 month employees (235 days)	11.5 Days

11 month employees (224 days)	11 Days
10.5 month employees (217 days)	10.5 Days
10 month employees (210 days)	10 Days
9.5 month employees (200 days)	10 Days

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

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

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

12 month employees (260 days)	20 Days
11.5 month employees (235 days)	19.5 Days
11 month employees (224 days)	19 Days
10.5 month employees (217 days)	18.5 Days
10 month employees (210 days)	18 Days
9.5 month employees (200 days)	18 Days

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

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

7.3 Except as provided below, the number of days of vacation which may be carried forward to a new fiscal year shall not exceed the unit member's annual allowance. Any excess vacation accrual that a unit member does not take shall be paid out at the end of the fiscal year or carried forward to the following school year at the discretion of the District, except that unit members shall have the right, upon request, to be paid out up to two (2) weeks of excess vacation accrual. Such requests shall be made during the month of October each year. A written request and justification for exceeding the carryover requirements must be submitted to the immediate supervisor. The supervisor will work with the unit member to develop a plan for using the excess vacation.

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

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

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

- 7.6 Upon separation from service, the unit member shall be entitled to a lump-sum compensation for all earned and unused vacation pay except that unit members who have not completed six (6) months of service in regular employee status shall not be entitled to such compensation.

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

- 7.8 Subject to prior approval of the supervisor, twelve (12) month employees may take vacation at any time during the school year. It is provided, however, that up to eight (8) days of vacation, with pay or without pay if there is insufficient accrued paid vacation, may be assigned during the Thanksgiving and Winter break recesses to all twelve (12) month ESS Program Aides, Lead ESS Assistants and Preschool Instructional Assistants when the ESS or Preschool Program is not in operation as specified in the ESS and Preschool Program calendars.

~~7.8.1 The District shall provisionally credit one full day of vacation to the vacation bank of twelve (12) month ESS Program Aides, Lead ESS Assistants and Preschool Instructional Assistants who are required to use vacation during the Thanksgiving and Winter breaks prior to assigning them vacation without pay pursuant to Section 7.8, subject to the provisions of Section 7.1.3 (i) (iii).~~

- ~~7.8.~~7.8.1 Twelve (12) month ESS Program Aides, Lead ESS Assistants and Preschool Instructional Assistants who are required to use vacation during the Thanksgiving and Winter breaks may, subject to prior approval of the supervisor, take an equivalent number of days as unpaid vacation at any time during the school year.

- 7.9 Annually, the District shall notify unit members of the amount of their accrued vacation.

- 7.10 If a paid holiday occurs during a unit member's scheduled vacation, such holiday shall not be counted as a vacation day.
- 7.11 Any unit member who becomes ill, injured or bereaved during a vacation period shall be eligible to convert to appropriate leave benefits. For illness, injury or bereavement of five days or less, employees shall self-verify using ~~form P-9 VSB~~ **the appropriate District** form.

Illness, injury or bereavement of more than five days may require verification using ~~form B-72~~ **the appropriate District** form.

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

T.A. 12-12-17

Jo Jo
Country Martin

PUSD Proposal #4
December 12, 2017
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 for Health and Welfare Benefits

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

~~For the 2015 Plan Year, the maximum annual District dollar contribution for Health and Welfare Benefits shall be as follows:~~

~~(a) \$9,913 for employees who work between seven and seventy-six hundreds (7.76) and eight (8) hours per day.~~

~~(b) \$9,120 for employees who work between six (6) and seven and seventy-five hundreds (7.75) hours per day.~~

~~(c) \$7,236 for employees who work between four (4) and five and ninety-nine hundreds (5.99) hours per day.~~

8.2.1.1 ~~Commencing January 1, 2016~~ For the 2018 Plan Year, the base annual District contribution for Health and Welfare Benefits for all benefitted employees shall be \$10,635. ~~\$9,913 plus an amount equal to the arithmetic average of the increased costs of the two (2) HMO basic insurance packages (Section 8.3).~~

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

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

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

8.2.3 Proof of other insurance coverage must be provided in order to opt out of the major medical and dental plans provided by the Poway Unified School District. Neither Medicare, Medi-Cal nor individual 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, Basic Life Insurance). Employees opting out of the major medical plan are still required to purchase the mandatory life insurance. Additionally, employees may purchase both dental and vision benefits (see benefit brochure for cost). ~~These benefits will be deducted from the opt out contribution (8.2.1) negotiated between the District and PSEA, except that for the 2016 and 2017 benefit years only, the District agrees to redirect up to \$697,029 each benefit year from the District's post-retirement benefit fund for the purpose of supporting District-paid dental and vision coverage for those PSEA unit members who opt out of medical coverage.~~ Effective January 1, 2016, the maximum cash warrant will be \$3,725 per employee.

~~8.3 The District's annual contribution for Health and Welfare Benefits (8.2.1) shall be increased by an amount equal to the arithmetic average of the increased costs of the two (2) HMO basic insurance packages (prorated).~~

8.34 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.

8.45 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.

8.56 Retired employees may purchase the basic health plan for themselves and their eligible dependents - employees must be retired under one of the District's formal retirement plan(s) (PERS, PARS or STRS) early or normal retirement plan provisions; be at least age fifty (50) (PERS,STRS), or age sixty (60)(PARS) or older, and have ten consecutive previous years of service with the District. Retirees' dependents must meet the same eligibility requirements as dependents

of active employees. Upon attainment of age sixty-five (65), the retired employee must sign up for Medicare parts A and B (this applies to dependents also). Retiree coverage is available for medical, dental, and vision insurance. Life insurance ceases upon retirement. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly. Retirees may change insurance providers during the regular open enrollment period. If the coverage is allowed to lapse, it may not be reinstated the following year or any year thereafter.

8.65.1 Post Health and Welfare Benefits for Eligible Retired Employees

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

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

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

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 years of District service outside of any of the District bargaining units or its management association shall be counted for purposes of determining "years of District service" under this section.

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

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 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%

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

The funding of this post-retirement medical benefit, as reported for the required GASB 45 actuarial, is partially funded from several existing sources, including an accumulated balance of not less than \$682,000, dedication of 'opt-out' funds (as defined in Section 8.910) not provided to the employee, and interest earned by the post-retirement benefit fund. It is understood that should the annual contributions to the post-retirement benefit fund become less than 1% of total PSEA salaries, or should any of the assumptions contained within the GASB 45 actuarial not be sufficient to fund this post-retirement benefit plan, the parties agree to reopen negotiations immediately in order to ensure this post-retirement benefits plan is independently and fiscally sound.

8.67 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.

8.78 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.

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

8.910 ~~Use of "Opt Out" Savings for the 2015 calendar year for health benefits as agreed by PUSD and PSEA are:~~

	2015
# of employees working between 7.76 and 8 hours X	\$6,527
# of employees working between 6 and 7.75 hours X	\$5,822
# of employees working between 4 and 5.99 hours X	\$4,147

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 8.2.1.4.

T.A. *for joining* 5/3/18
Country Martin
5/3/2018

PUSD Proposal #8
May 3, 2018
2:00 p.m.

ARTICLE 9 LEAVES

9.1 Sick Leave

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

- 9.1.4 Classified employees hired for less than a full year (i.e., ten months) shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 9.1.5 Upon exhaustion of all accumulated sick leave credit, a regular classified employee who continues to be absent for purposes of this policy shall receive extended sick leave pay for a period not to exceed one hundred (100) working days. In order to qualify for extended sick leave pay, an employee shall first utilize all accumulated sick leave and in no event shall days of extended sick leave, when combined with sick leave credit utilization, exceed one hundred (100) days in any school year. Any such days of sick leave beyond those granted under the first paragraph of this rule shall be compensated at 50 percent (50%) of the employee's regular salary. Paid sick leave under this rule shall not include other paid leave such as holidays, vacations or compensating time off to which the employee may be entitled. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year.
- 9.1.6 If all available sick leave is exhausted, permanent employees may opt to use accrued vacation for illness or injury. Such requests must be in writing, accompanied by proof of illness or injury, and submitted to the Associate Superintendent of Personnel Support Services or his/her designee for approval.
- 9.1.7 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which employees of the District have engaged in a concerted work stoppage unless the unit member provides such certification as required by the Superintendent.

9.2 Bereavement Leave

- 9.2.1 Every classified employee is entitled to a leave of absence, after making application, not to exceed three (3) days, or five (5) days if out-of-state travel or travel in excess of 300 miles each way is required, on account of the death of any member of the immediate family as defined in 9.2.2. A bargaining unit employee is entitled to ten (10) days of bereavement leave on account of the death of his/her child or the employee's current spouse. No deduction shall be made from the salary of such employee, nor shall leave be deducted from leave

granted by other sections of this Agreement. Employee may be required to submit proof of attending the funeral. All employees will be paid straight time hours on such scheduled days of work for which the employee is excused.

- 9.2.2 Members of the immediate family mean the following relatives of the employee, ~~or the spouse of the employee~~ **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:** ~~Spouse, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law~~ Parent, grandparent, child, child-in-law, grandchild **or sibling.** ~~or any person living in the immediate household of the employee~~ brother, or sister.

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

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

~~Mother and father~~ Parents are defined to include ~~stepmother and stepfather~~ step-parents, biological and / adoptive ~~mother and biological/adoptive father~~ 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 his/her designee.

9.3 Leaves of Absence for Industrial Accident and Illness

- 9.3.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave accrues immediately by virtue of employment with the employer.
- 9.3.2 Allowable leave shall not be accumulative from year to year.
- 9.3.3 Industrial accident or illness leave will commence on the first day of absence.
- 9.3.4 Payment of wages lost on any day shall not, when added to an award of temporary disability granted the unit member under worker's

compensation laws for the State, exceed the normal wages for the day.

- 9.3.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to worker's compensation proceedings. This applies to each accepted industrial injury.
- 9.3.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.
- 9.3.7 When entitlement to industrial accident or illness leave has been exhausted or not earned, entitlement to another sick and/or vacation leave may be used. A unit member shall be entitled to use only so much of the available sick and/or vacation leave, which, when added to the worker's compensation award, provides for a full day's wage or salary.
- 9.3.8 During all paid leaves of absence, unit members may endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

9.4 Personal Necessity Leave

- 9.4.1 The Board shall provide for a unit member's absence for personal necessity while charging such absence to accumulated sick leave benefits.
- 9.4.2 Subject to this Agreement, the Board reserves the right to specify the manner of proof of personal necessity and the type of situations in which such leave will be permitted.
- 9.4.3 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) ~~seven (7)~~ days.
- 9.4.4 When possible, request for personal necessity leave shall be made at least two (2) days in advance to the principal or supervisor and forwarded to the Superintendent.

- 9.4.5 Advance permission is not required in the following situations:
- 9.4.5.1 Death or serious illness of a member of the unit member's immediate family. (See Bereavement Leave.)
 - 9.4.5.2 Accident involving the person or property of the unit member or the person or property of a member of the unit member's immediate family.
- 9.4.56 "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.
- 9.4.78 Personal necessity leave may be taken to observe religious holidays for a maximum of five ~~three~~ days annually. Such leave requests shall be considered with reference to applicable EEOC guidelines.
- 9.4.89 ~~When a unit member becomes a parent through the birth of his/her child or through legal adoption, the unit member will be granted, upon request, up to 20 23 days personal necessity leave. A father-parent upon the birth of his/her child and unit members who become parents through the legal adoption will be granted, upon request, up to twenty-three (23) days personal necessity leave.~~
- 9.4.10 A parent, step-parent, guardian, foster parent, grandparent, or other person standing in loco parentis to a child, may take up to 40 hours of personal necessity leave each year for any of the following reasons:
- a. Up to eight hours in a calendar month to find, enroll or re-enroll the child in a school or with a licensed child-care provider, or to participate in activities of the school or licensed child care provider, upon reasonable advanced notice;
 - b. To address a child care provider or school emergency, upon notice to the supervisor 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, her or she will be eligible to receive a maximum of five days' leave at 50% of the employee's regular salary for illness or surgery of an immediate family member, as verified by the employer if necessary. This leave does not accumulate from year to year.

9.4.912 Personal necessity leave may be granted due to a death or serious illness involving a special or personal relationship upon written request to the Associate Superintendent, Personnel Support Services.

9.5 Maternity Leave

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

9.5.2 Notice

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

9.5.3 Certification of Fitness

A pregnant unit member shall present to her supervisor a written statement by her physician or the practitioner of a well-recognized church or denomination of her physical capacity to perform the duties of her position at the time she notifies the Board of her pregnancy and before she resumes her duties following the termination of pregnancy. When, notwithstanding such certification of fitness, the performance of a pregnant unit member has substantially declined from the

performance demonstrated by said unit member at the time immediately prior to the time when notification was given of the state of the pregnancy, or when the unit member has been absent more than three (3) consecutive days, the unit member may then be required to submit a physician's statement or statement of a practitioner of a well-recognized church or denomination that she is physically fit to perform the duties assigned to her.

9.5.4 Temporary Disability Leave (Sick Leave)

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

9.5.5 Extended Leaves of Absence

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

9.6 Leave of Absence Without Pay

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

- (a) Leave of absence, without pay, may be granted for any period not exceeding one (1) year, except that leave for military service shall be granted as provided by the statutes of the State of California and the Military and Veterans Code, and leave for service in the Peace

Corps or Merchant Marine during time of national emergency may be granted for a period not to exceed twenty-four (24) months, and

(b) The granting of a leave of absence without pay gives to the employee the right to return to the position classification held at the time of leave at the expiration of the leave, provided the employee is physically and legally capable of performing the duties required.

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

9.7 Short-term Uncompensated Leave

- 9.7.1 Members of the unit may request a short-term uncompensated leave of absence for a period not to exceed ten (10) duty days.
- 9.7.2 Any unit member wishing to take short-term uncompensated leave shall obtain prior approval from the Associate Superintendent, Personnel Support Services or designee.
- 9.7.3 Leave for the birth or adoption of the employee's child, the placement of a foster child with the employee, leave to care for a seriously ill child, grandchild, child-in-law, sibling, spouse, or 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 (1/2) the unit member's paid assignment and a substitute is not hired to replace the unit member, such unit member shall not be required to return to work for that day.
- 9.8.7 With the exception of 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 ten (10) ~~seven (7)~~ personal necessity days.

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

In addition to any other leave of absence for illness or injury with pay, a classified employee hired on or after January 1, 2017, who is a military veteran with a military service-connected disability rate of 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 12 days for the purpose of undergoing medical treatment for 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 12 months of employment. Leave of absence for illness or injury credited pursuant to this section that is not used during the 12-month period shall not be carried over and shall be forfeited. This leave shall be pro-rated for employees working fewer than 12 months or fewer than eight (8) hours per day. The District may require submission of satisfactory proof that 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 him/herself from required duties without prior approval of his/her principal or immediate supervisor, except as provided for in this Agreement.

9.11 Compelling Reasons Leave

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

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

Repeated 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 ~~or conclusion~~ 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 **unavoidable** 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.

- 9.11.5 All requests for Compelling Reasons Leave shall be subject to a review by the principal or immediate supervisor to determine compliance with the eligibility requirements set forth in this section.

9.12 Release Time for Promotional ~~Promotional~~ In District Examinations & Interviews

When ~~promotional~~ examinations and interviews within the District are scheduled during a unit member's working hours, permanent unit members shall be permitted to take such ~~promotional~~ 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, he/she may secure time off by applying to the immediate supervisor if he/she desires to be absent for a period of time of three (3) hours or less. Such leave is without loss of salary and is granted only when a valid reason for the absence exists. The reason for the leave must be based upon unavoidable personal reasons which cannot be scheduled during non-duty hours. Frequent requests for such absences are to be avoided. Such leave may be approved only when the supervisor is certain the unit member's duty assignment can be adequately covered without the employment of a substitute.

9.14 Family ~~Care~~ Leave ~~Care~~

- 9.14.1 A unit member who has been employed one year as a regular classified employee of the District and who has worked at least 1250 hours in the previous twelve (12) month period of employment with the District shall be eligible for family care leave for up to twelve (12) work weeks within a twelve (12) month period.
- 9.14.2 Family Care Leave means leave for reason of the birth or adoption of the employee's child, or placement of foster child with the employee; leave to care for seriously ill child, spouse, 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.

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

9.15 Donation Of Sick Leave For Catastrophic Illness

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

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

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

- 9.15.3 Qualifications to make donations: A unit member must meet the following qualifications in order to make an irrevocable donation to the catastrophic illness leave bank.

(a) The unit member must be a permanent classified employee of the District.

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

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

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

9.15.6 Maximum number of hours in sick leave bank. The maximum number of hours which may be accumulated in the sick leave bank is 8,000 4000-hours.

9.15.7 Qualifications of Recipient

- (a) Any permanent unit member who is, or whose family member is suffering from a catastrophic illness is eligible to apply for use of sick leave days in the catastrophic illness leave bank.
- (b) To be eligible for use of sick leave bank days, the unit member must have exhausted all accrued paid leave credits, including all days of partial pay sick leave, vacation and other forms of paid leave.
- (c) A unit member must use all paid leave credits that he or she continues to accrue on a monthly basis before receiving sick leave hours which have been donated to the catastrophic illness leave bank.
- (d) The maximum number of hours to be utilized by one unit member for a single catastrophic illness shall not exceed 400 hours or 50 percent of the total available leave bank, whichever is less.
- (e) Any unit member requesting use of sick leave hours in the catastrophic illness leave bank must provide the Governing Committee with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California. The Governing Committee may require the unit member or family member who is incapacitated to undergo an examination by a physician selected by the District, at the District's

expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability.

9.15.8 Procedure

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

9.15.9 Governing Committee

The Governing Committee shall be composed of five members:

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

The duties of the Governing Committee shall include the following:

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

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

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

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

9.16 Maternity and Paternity Leave for Child Bonding/Child Care
(TENTATIVE AGREEMENT OF 4/21/17)

T.A.

Sandra May 4/21/2017
Lynnette Turner 4/21/17

PUSD PROPOSAL
April 21, 2017

ARTICLE 9
LEAVES

9.16 Maternity and Paternity Leave for Child Bonding/Child Care

- 9.16.1 Pursuant to Education Code section 45196.1, when a unit member takes leave for maternity or paternity under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), he or she may use up to 12 work weeks of 50% differential pay of his or her regular salary earned and available under the illness or injury leave provisions of this Agreement, concurrently with the unpaid FMLA and/or CFRA leave entitlement. The 12 work week differential pay shall be reduced by any period of illness or injury leave, including accumulated illness or injury leave taken during a period of maternity or paternity leave pursuant to CFRA (Government Code section 12945.2).
- 9.16.2 For purposes of this section, "maternity or paternity leave" means child bonding or child care leave within the first 12 months following the birth of the unit member's child or the placement of a child with the 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 12-week period per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year.
- 9.16.4 Leave taken under this section shall be in addition to leave taken by a unit member due to her disability caused by pregnancy, child birth or related medical conditions.
- 9.16.5 A unit member must have been employed at least 12 months to qualify for the benefits under this section.
- 9.16.6 When both parents of the child are employed by the District, they may each take 12 work weeks of child bonding or child care leave.
- 9.16.7 The minimum duration of the leave shall be for two weeks. However, the District shall grant a request for leave of less than two weeks duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks.

Tentative Agreement
Lynette Gurner
London Astor
9/28/16
9/28/16

ARTICLE 11
EVALUATION PROCEDURES

- 11.1 The District shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluations known to the employee. The district and PSEA shall form a joint committee which shall review the current evaluation procedures and forms. The joint committee shall be formed within thirty (30) days of the adoption of this Agreement. The committee shall have its initial meeting no later than October 1 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 the each school year.
- 11.2 Performance evaluations for all probationary employees shall be submitted to the Personnel Department twice during the period of probationary employment, normally during the second and fourth months of service, and will be completed by the employee's designated evaluator, who shall be a supervisory or management employee.
- 11.3 Performance evaluations for permanent employees shall be submitted to the Personnel Department at least once during the school year. However, performance evaluations for permanent employees who have completed service on Step 5 of the salary schedule shall be submitted to the Personnel Department at least once every other school year.
- 11.4 Unscheduled evaluations may be made of any employee at any time when such evaluation is deemed appropriate by the immediate supervisor or evaluator. Such unscheduled performance evaluations may be made when an employee's job performance has deteriorated since the last regularly scheduled performance evaluation. 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.
- 11.6 ~~Reclassified employees shall be evaluated twice during their probationary period in their new classification, normally during the second (2) and fourth (4) months of service.~~

An employee who is promoted shall serve a probationary period of six months or 130 days of paid service whichever is longer in the higher classification before attaining permanency in that classification. In the event the employee is absent on paid leave for more than five days during the probationary period, the probationary period shall be extended by one day for each of paid leave in excess of five days.

If the employee does not successfully complete the probationary period in the higher classification, the employee will be returned to the classification most recently held. If that classification no longer exists, the employee shall be returned to the highest other classification previously held.

11.7 Upon request, a unit member shall be provided with a copy of his/her current job description.

11.8 Procedures to be Followed

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

11.8.2 During the evaluation period, both the employee and the evaluator will take an active role in assessing the progress achieved in meeting the established job targets (goals and objectives). Periodic conferences should be held where necessary. Both the employee and the evaluator should contribute evaluation content regarding duties being performed by the employee that are referenced in the classification description/Work Performance Evaluation. Special importance should be placed upon the evaluator's responsibility to inform the employee of problem areas in his/her performance, and to provide written recommendation regarding performance goals.

11.8.3 At the end of each evaluation period, a ~~Work~~ Performance Evaluation shall be made by the appropriate evaluator and discussed in conference with the employee. Upon initial presentation of the evaluation document, the employee has the option of continuing the conference or postponing the conference up to two (2) working days pending review of the evaluation document by the employee.

11.8.4 Evaluation forms shall be signed by both the supervisor and the unit member being evaluated. The signing of the evaluation form may not necessarily mean the unit member is in agreement with the evaluation but shall signify that he/she has reviewed the evaluation and received a copy. One copy of the evaluation shall be retained by the unit member and one copy shall be retained by the supervisor. Also, one copy shall be sent to the Personnel Department for inclusion in the unit

member's permanent file.

- 11.8.5 Each evaluation shall reflect the judgment and review of the evaluator. 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 an **Performance** Evaluation report, he/she shall have the right to submit a written, signed rebuttal to the report which shall be attached to the evaluation report and included in the employee's permanent personnel file.

- 11.9.2 Any unresolved disagreement or dispute arising from an unsatisfactory ~~Work~~ Performance Evaluation report may be referred to the Associate Superintendent/Personnel Support Services. Notwithstanding the availability of a limited appeal under this paragraph, PSEA may challenge the evaluation as part of the appeal of discipline if the discipline imposed relies, in whole or in part, on that evaluation.

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

T.A. Janney 5/3/18
Country Martin 5/3/2018

PUSD Proposal #3
May 3, 2018 4:00 p.m.

ARTICLE 14 WAGES

14.6 Salary Schedule

14.6.1 ~~Effective July 1, 2015, the 2015-2016 Salary Schedule will be increased by 3.08%.~~ **Effective July 1, 2018, all Salary Schedules will be increased by a total of 2.5%.**

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

All contracted Unit I members are eligible to receive a 2% one-time payment for the 2017-2018 school year. This one-time payment will be calculated based on their actual contracted 2017-2018 earnings. Limited-term (substitute) unit members will receive a one-time payment which will be calculated on their annualized 2017-2018 earnings, less overtime. Employees will receive payment by September 30, 2018.

In addition to the 2% one-time payment, an additional 1% one-time payment, calculated and paid as described in the above paragraph, will be funded by the PSEA Unit I Post-Retirement Employee Benefits (OPEB) funds.

...

14.14 Pay Options

~~Unit members with a work year of nine and one-half (9 ½) or ten (10) months will have the option to receive twelve (12)~~ **less than eleven and one-half (11 ½) months will receive eleven (11) equal pay warrants.**

14.20 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 (14.19.2)

~~[Entire Article is renumbered to Article 14. All other provisions are current contract language]~~

Tentative Agreement 8/29/2016
Sandra C. Turner
Sandra Turner 8/29/16

PUSD Proposal #1

August 29, 2016

Partial Proposal to Article 14 - Wages

14.20 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 (14.19.2).

T.A. Joe Juring 5/3/18
Courtney Martin 5/3/2018

PUSD Proposal #1
April 23, 2018

ARTICLE 15 LAYOFFS, REEMPLOYMENT AND CONTRACTING OUT

15.13 Subcontracting

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

(THE REMAINDER OF THE ARTICLE IS CURRENT CONTRACT LANGUAGE)

T.A. Lynette Turner 5/13/16 Hogan

ARTICLE 16
PSEA ORGANIZATIONAL RIGHTS

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

bargaining unit with a copy of any written amendment agreed to by the parties during the term of the agreement.

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

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

16.11 Consultation Committee

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

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

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

16.12 Release Time

16.12.1 Release Time/Grievances/Disciplinary Proceedings

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

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

appointed stewards.

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

16.13 Individual Right to Association Representation

- 16.13.1 If any unit member is required to attend a meeting wherein the employer intends to "elicit damaging facts" which may give rise to possible discipline, such unit member, upon request, shall be entitled to have a PSEA representative present at such meeting. The unit member will be advised by the District of this right prior to the meeting and shall be given an opportunity to obtain such representation. It is understood there is no right to representation where the only purpose of the meeting is simply to deliver written notice of discipline.
- 16.13.2 Affected unit members shall be notified of the purpose of any meeting wherein a supervisor intends to conduct an investigatory interview which might result in discipline to the unit member.
- 16.13.3 In the event a supervisor intends to schedule a meeting described in paragraph 16.13.1 hereinabove, which would give rise to a request for PSEA representation, the affected unit member shall be given advance notice of at least two (2) duty days or four (4) calendar days, whichever is greater. If a PSEA representative is unavailable on the scheduled meeting time and date, the parties shall make a reasonable effort to reschedule the meeting as soon as possible. Under such circumstances, the supervisor and/or employer representative may agree to continue the meeting to a future date.

16.14 Site Representation Committee (SRC)

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

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

- 16.15 The District agrees to provide PSEA with a voice mailbox through the District's telephone system and with an e-mail address through the District's e-mail system.
- 16.16 Within two workdays of each new employee orientation, the District shall provide PSEA an orientation summary for new PSEA employees. The summary shall include the employee's name, position, primary work location, [contact information](#), [\(home address\)](#), and estimated work start date. Also, the summary shall include a listing of employees who are transitioning from substitute or non-represented employee status to PSEA [regular](#) employee status.
- 16.17 The District agrees that if any email messages of an individual PSEA unit member are going to be accessed by the District, the District will first notify the PSEA unit member regarding the proposed access unless the access would compromise an investigation. In cases where the District maintains that prior notice of accessing the emails would compromise an investigation, the District shall notify the PSEA unit member no later than 30 (thirty) days following the conclusion of the investigation. Email messages that are part of the regular and on-going business practices of the District (such as computer maintenance) are not subject to this provision.
- Emails that are accessed in response to a California Public Records Act (CPRA) request are not subject to this provision, but such CPRA requests shall instead be subject to the provisions of Section 16.18, below.
- 16.18 The District shall provide to PSEA a copy of any CPRA request it receives which might reasonably result in disclosure of information relating to PSEA unit members, no later [than](#) 10 days of when the District receives such a request.

TA Jan Janing 5/3/18
Country Martin 5/3/18
PUSD Proposal #4
May 3, 2018 2:00 pm.

ARTICLE 21 LIMITED-TERM (SUBSTITUTE) EMPLOYEES

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

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

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

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

~~2.2~~ Payroll Deductions

~~Article 4 shall apply to substitute employees.~~

21.32 Salary Placement

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

21.43 Other Wage Provisions

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

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

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

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

21.4. Mileage

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

21.5 Professional Growth

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

21.6 Sick Leave

Limited-term (substitute) employees shall accrue sick leave at the rate of one hour per 30 hours worked ~~to a maximum of 72 hours each calendar year. The maximum carryover from year to year shall be 48 hours.~~ Usage of such leave shall be governed by Section 9.1.2. In addition, Limited-term (substitute) employees who work continuously for more than six months shall be granted sick leave benefits as defined in Section 9.1.1.

21.7. Holidays

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

21.78 Personnel Files OTHER APPLICABLE ARTICLES

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

~~Article 18 shall apply to substitute employees.~~

21.8 District Rights

~~Article 3 shall apply to substitute employees.~~

21.9 Concerted Activities

~~Article 19 shall apply to substitute employees.~~

21.910 No other provisions of this Agreement shall apply to **Limited-term** (substitute) employees unless such is expressly set forth in this Article. ~~The aforementioned substitute employees and PSEA may utilize the grievance procedure set forth in Article 12.~~

TA Jan J. 5/3/18
County Martin 5/3/18

PUSD Proposal #4
May 3, 2018 2:00 p.m.

ARTICLE ~~21~~22 TERM OF AGREEMENT

~~22~~21.1 This agreement shall be effective July 1, 2016 and will continue until June 30, 2019.
~~2018.~~

~~21.2~~ — Either party to this Agreement may reopen negotiations for the 2017-2018 and 2018-2019 school years on Article 8 Health and Welfare Benefits, Article 14 Wages, and two additional articles.

~~21.3~~2 — Articles of the agreement may be amended by mutual consent during the duration of this agreement.