

John Jones 5/2/18
Courtney Martin 5/2/18

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

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Joe Jones 5/2/18
Country Martin 5/2/18

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T.A. Jan 3/13/18

PUSD Proposal #1

March 23, 2017

11:30 a.m.

Conceptual agreement
3-23-17

Courtney Martin

3/13/18

wait to finalize
of article 5

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 "Union" ~~PSEA~~ means ~~Service Employees International Union, Local 221.~~ **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 ~~Service Employees International Union, Local 221.~~ **Poway School Employees Association.**
- 1.1.7 "Member of the Unit" refers to all classified employees who are part of **PSEA Unit II which represents the** ~~Operations Support Services Unit~~ ~~certified by the Public Employment Relations Board of August 13, 1988.~~ **classified employees.** All management, confidential, and supervisory employees and all other classified employees are excluded from the Unit. A specific description of the composition of the Unit is 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, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546 of the Act, and procedures for processing grievances 3548.5, 3548.6, 3548.7, and 3548.8 of the Act, **and other mandatory subjects of bargaining required by binding court and/or California PERB decisions.**
- 1.1.9 "Permanent Employee" is a regular employee who has successfully completed an initial probationary period.
- 1.1.10 "Probationary Employee" is a regular employee who will become permanent upon the successful completion of a prescribed probationary

period. "Six months" as it relates to "probationary period" to be defined as six months or 130 days of paid service whichever is longer.

In the event a probationary unit member is absent on paid leave, pursuant to Article 9, for more than (5) five days during the probationary period, the probationary period shall be extended by (1) one day for each day of paid leave in excess of (5) five 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 **for the annual number of work days specified in Article 5.** ~~over a ten (10), eleven (11), or twelve (12) month annual work schedule.~~

1.1.12 "Regular, Part-Time Employee" is defined as a member of the Unit who is assigned to work less **hours per day** 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 ~~"Days" as used in this Agreement refer to workdays unless otherwise specified i.e., calendar days. "Days" also refers to days in which the District administrative offices are open for business.~~ **"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.**

~~4.1.16~~ 1.1.17 Other definitions applicable to a specific article are included in the appropriate article.

~~4.1.17~~ 1.1.18 All terms not defined in this article and other articles in this Agreement shall be defined in their usual and customary sense.

ARTICLE 2

RECOGNITION AND NEGOTIATION PROCEDURES

2.1 Recognition

- 2.1.1 For those employees included in the Unit for the negotiations as set forth in Section 1.1.7, the Board hereby recognizes ~~the Union~~PSEA as the exclusive negotiating representative of the members of the Unit. All newly created positions shall be designated as management, confidential, supervisory or bargaining unit positions by the Superintendent. Following consultation with ~~the Union~~PSEA, disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.
- 2.1.2 No other group or organization or representative shall be permitted to engage on behalf of any employee included in the Unit in any meeting and negotiating with the District over wages, house, health and welfare benefits as defined in Government Code Section 53200, leave and transfer policies, safety conditions of employment, procedures to be used for evaluation of employees, organizational security, and procedures for processing grievances pursuant to Sections 3548.5, 3548.7 and 3548.8 of the Act and other related areas of negotiations required by binding court and/or California PERB decisions.
- 2.1.3 The Exclusive Representative recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representatives designated by the Board to act in its behalf. The Exclusive Representative agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member or administrator. The Exclusive Representative agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances the interests of anyone other than members of the bargaining unit.

2.2 Negotiation Procedure

- 2.2.1 On or before ~~April~~January 1, ~~of each year~~, the Exclusive Representative shall present to the Board during a public session, in writing, all new proposals covering negotiable items which are to be negotiated for the successor agreement.

2.32.2.2 Tentative Agreement

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

T.A. Andrew Chazy 4/05/2017
Lynnette Turner 4-5-17

PSEA Proposal #1
March 31, 2017

ARTICLE 3 DISTRICT RIGHTS

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

T.A. - *Sandra May 3/31/2017*
Rymette Turner 3/31/17

PUSD Proposal #2
March 31, 2017

10:32

ARTICLE 4

ORGANIZATIONAL SECURITY 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.

4.2.1.2 Dues Deductions

Upon receiving notice from the Union 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 the Union PSEA. Thereafter, the bargaining Unit member shall, as a condition of continued employment, be required to either join the Union PSEA or pay the fair share service fee. The amount of fee shall not exceed the dues that are payable by members of the Union 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

Upon appropriate written authorization from a member of the Unit, the District will deduct from unit members' salary and remit to PSEA any contributions to the PSEA RESPECT Fund or any such successor fund.

4.1.4 Payment of Monies

With respect to all sums deducted by the District, the District agrees to remit such monies to PSEA accompanied by an electronic alphabetical list of names of members of the unit for whom such deductions have been made, including the employee's ID number, dues/fees deducted, and salary subject to dues/fee and PSEA membership status.

4.1.5 Employee Lists

4.1.5.1 Employee List

Monthly, the District shall provide PSEA with a listing of all employees in the unit. Such listings shall include the employee's ID number, name, work location, position title and number (primary and secondary), home address and telephone number, email address, birthdate, gender, service date, FTE, longevity, contracted work year.

4.1.5.2 New Employee List

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.

4.23 Religious Objection Status

The Union 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 organization to which the District is to direct an amount equal to the fair share service fee.

4.34 Deductions – Other Purposes

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

4.45 Maintenance of Membership

4.45.1 Employees who are members of the Union PSEA upon the date of Board of Education ratification of this Agreement, or who thereafter join the Union PSEA shall maintain their membership in the Union PSEA for the

term of this Agreement. ~~It is provided;~~ However, nothing herein shall deprive the employee of the right to terminate Union PSEA membership within a period of 30 calendar days immediately following the expiration date of the Agreement.

4.~~45~~.2 Any agreement between the District and ~~the Union~~ PSEA 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 Union PSEA membership within the 30 day period following the original expiration date of the Agreement.

4.~~56~~ Indemnification

The Union PSEA shall indemnify and hold the District harmless from any and all claims, demands, suits, ~~damages, attorney's fees and costs,~~ or any other actions arising from ~~the provisions of this Article, the deductions of PSEA dues, fair share fees, or RESPECT Fund contributions.~~ This indemnification does not extend to any claim by PSEA against the District alleging a failure to comply with this Article or to properly deduct dues, agency fees or RESPECT Fund contributions.

4.6 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. Jan 3/13/18
County Martin
3/13/18

PUSD Proposal #4
to PSEA Unit II
March 13, 2018

ARTICLE 5

HOURS OF EMPLOYMENT

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 (9 ½) months – 185 workdays, ten (10) months – 195 workdays, ten and one half (10 ½) months – 202 workdays, eleven (11) months – 209 workdays, eleven and one half (11 ½) months – 220 workdays or twelve (12) months – 245 workdays.

5.21 Workweek

5.21.1 The regular forty (40) hours workweek shall consist of five (5) consecutive days, eight (8) hours per day, with two (2) consecutive days off.

5.21.2 Employees working four (4) consecutive hours or more per day will be granted a rest period of 15 minutes.

5.21.3 The number of work hours assigned to a part-time position shall be determined by the employer.

5.21.4 Employees will be notified of their work hours. When there is a change of work hours of more than one-half (1/2) hour for more than five (5) consecutive working days, the employee will receive a ten (10) working day notice before such change is made, unless mutually agreed to by the employee PSEA and the supervisor.

5.21.4.1 The provisions of section 5.21.4 shall be inapplicable to work schedule changes which traditionally occur during summer months or periods when school is in recess.

5.21.5 Employees who work a minimum of five (5) consecutive hours shall be entitled to a one-half (1/2) hour non-paid, duty-free lunch break, as close to the middle point as possible. In addition, employees shall receive at least one additional 15 minute break if an employee works seven (7) hours or more.

5.21.6 It will be the general practice of the District to utilize a Monday through Friday workweek. However, the District reserves the right, when necessary, to alter the workweek. The workweek for full-time employees will include five (5) consecutive

days with two (2) consecutive days off unless otherwise mutually agreed upon by the District and employee.

5.24.7 Out of Class

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

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

5.3 Extra Work

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

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

If no regular District employee accepts an assignment of 25 or more hours, then it shall be offered to appropriately qualified limited term employees.

5.42 Increased Hours - Food Services and Nutrition

5.42.1 When an existing part-time position is assigned an increase in time of one hour or more per day or when a position is assigned increased time so that it becomes eligible for health and welfare benefits, the position shall be advertised to employees and offered to Unit member applicants within the classification consistent with Personnel Commission Rules and Regulations. Increased hours to existing positions of less than one hour shall be assigned within the discretion of the District.

5.42.2 Nothing in this Section shall prevent the District from creating new full-time or part-time positions in lieu of increasing hours in existing positions.

5.42.3 A Unit member who has received a current overall unsatisfactory job evaluation shall not be eligible for greater assigned time as discussed in Section 5.42.1 and 5.42.4.

5. ~~42~~.4 District sponsored and paid extra work of a temporary nature shall be offered on a rotating basis to the most senior Unit member within the classification at the work site. This Section shall not apply to the catering programs and A.S.B. sponsored or similar activities where costs are ultimately paid by an organization other than the District.

~~5.42.5 Food Service employees will be offered training annually on a variety of topics to improve their job skills and professional development.~~

T.A. *Sandra Bailey* 3/23/2017
Lynnette Turner 3-23-17

PSEA Proposal #1
March 23, 2017

ARTICLE 86
HOLIDAYS

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

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

86.2 An employee who is not normally assigned to duty during school recess shall be paid for those holidays occurring during any recess if he/she was in paid status on the day preceding or next succeeding the recess. The local holidays shall be on days when classes are not in session.

86.3 Should the President, Congress, Governor of California, or the California State Legislature declare a public fast, Thanksgiving or holiday which is mandated as a paid holiday for public schools, such days shall be recognized as holidays in addition to those holidays listed in Section 8.1. Additionally, all overtime and holiday provisions of this Agreement shall be observed.

- 86.4 If a paid holiday is observed on an employee's scheduled day off, he/she shall be paid for the unworked holiday or shall be entitled to an additional day off.
- 86.5 If a paid holiday is scheduled while an employee is on a paid leave status, then that day shall not be deducted from the employee's accrued leave.
- 86.6 The specific dates of all holidays will be established in the adopted school district calendar. The Exclusive Representative shall be entitled to have not more than three representatives serve on the District Calendar Committee.
- 6.7 Notwithstanding the adoption of separate work schedules for the teaching and classified services, on any school day during which pupils would otherwise have been in attendance but are not, and for which teachers receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

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T.A. *Ja-Jing* 5/2/18
Courtney Martin 5/2/18

PUSDSEA Proposal #32
May 2, 2018
Unit II

ARTICLE 7 VACATION

- 7.1 Each employee covered by this Agreement shall accumulate vacation as set forth below. The first date of regular (probationary) employment with the District shall be the basis for the beginning of a year of service for this purpose.
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).

<u>LENGTH OF SERVICE:</u>	<u>AMOUNT OF VACATION TIME:</u>
One (1) through three (3) years	Twelve (12) days per year .04615 hours per hour
Four (4) through ten (10) years	Fifteen (15) days per year .05769 hours per hour
Eleven (11) through fourteen (14) years	Twenty (20) days per year .07731 hours per hour
More than fifteen (15) years	Twenty-two (22) days per year .08462 hours per hour

Annual vacation rates dates for employees are set forth below:

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

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

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

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

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

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

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

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

- 7.2 For purposes of this Article, vacation credit shall be credited at the beginning of the fiscal year, pro-rated according hire date and computed at the employee's regular hours per day assignment.
- 7.3 Except as limited below, vacation may, with the prior approval of the employer, be taken at any time during the school year. Vacation dates will be assigned as requested, if possible. Department workloads must also be taken into consideration. When requested by a Unit member, supervisors will provide an explanation for requested vacation denial. Unit members whose work year is less than twelve months shall be assigned vacation during Thanksgiving Break, Winter Break, February District Recess, and Spring Break, except as defined in Section 19.15. Unit members whose work year is less than twelve months with accrued vacation in excess of ten (10) vacation days shall have additional vacation days up to the maximum District recess days paid out in the November pay warrant.

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, except as provided below. Any excess vacation accrual that a Unit member does not take shall be paid out 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. In the event an employee exceeds their

annual vacation accrual, a plan will be developed between the employee and their supervisor to address their excess vacation.

7.4 The vacation bank of any employee who completes the work year shall equal the amount of vacation accrued that work year, pursuant to Section 7.1, minus any vacation time taken that work year, plus any accrued vacation carried over from the prior year.

Employees 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.

~~7.47.5~~ Any employee who commences his/her prescribed vacation period and subsequently becomes ill, subject to hospital confinement or physician's care, or bereaved before his/her vacation period has been completed, shall, if requested, be placed on sick leave or bereavement leave as applicable, in addition to or in lieu of his/her prescribed vacation.

~~7.65~~ Probationary employees may accrue vacation time but are not entitled to use such time until their probationary period has been successfully completed. Probationary employees who are released prior to completing a probationary period, or probationary employees who are not approved for permanent status, are not entitled to any vacation days.

~~7.76~~ If a holiday occurs during the employee's vacation period, such employee, at his/her option, shall be either entitled to a day off in addition to his/her regular vacation or to an additional day off with pay.

~~7.8~~ Upon separation from service, employees shall be entitled to lump sum compensation for all earned and unused vacation.

~~7.9~~ If a unit member is terminated and has been granted vacation which was not yet earned at the time of separation, the unearned vacation pay shall be deducted from the unit member's final pay warrant.

~~7.8~~ If, during the 2018-2019 school year, the provisions of Section 7.2 of the /PUSD PSEA Unit I Agreement change, the parties will promptly reopen negotiations regarding Section 7.1 of this Agreement.

Tentative Agreement
Courtney Martin 2/6/18
Jan Junior 2/6/18

PUSD Proposal #2
to PSEA Unit II
February 6, 2018

ARTICLE 10.8
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. Specific benefits of the basic insurance package shall be described in the District's basic insurance package 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

~~Commencing January 1, 2014, the maximum annual district dollar contribution for Health and Welfare Benefits shall be as follows:~~

~~(a) \$9631 for employees who work between 7.76 hours per day and 8 hours per day.~~

~~(b) \$8861 for employees who work between 6 and 7.75 hours per day.~~

~~(c) \$7031 for employees who work between 4 and 5.99 hours per day.~~

~~The discretionary funds shall not exceed \$3,500 annually.~~

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

Employees who provide proof of other medical coverage may Opt-Out of the PUSD Basic Health Insurance Package. 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 electing the Opt-Out Option must enroll in the District sponsored \$20,000 life insurance coverage. ~~The maximum annual "cash to warrant" funds shall be as follows:~~

~~a) \$3000 for employees who work between seven and seventy six hundreds (7.76) hours per day and eight (8) hours per day.~~

~~b)~~

~~c) \$2760 for employees who work between six (6) and seven and seventy five hundreds (7.75) hours per day.~~

~~d)~~

e) ~~———— \$2310 for employees who work between four (4) and five and ninety-
———— nine hundreds (5.99) hours per day.~~

8.2.1 ~~Commencing January 1, 2016~~ For the 2018 Plan Year, the base annual District contribution for Health and Welfare Benefits for all benefitted employees (4.0 to 8.0 hours) 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 10.3).~~

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 Effective January 1, 2016, the Opt Out maximum cash to warrant will be \$3,725 for employees who work between 4.0 and 8.0 hours per day.

The discretionary funds shall not exceed \$3,500 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.

Employees wishing to enroll in dental or vision coverage for self and dependents may do so; premiums for dental, vision and mandatory employee life insurance coverage will be paid by the District.

~~8.3 ——— The District's contribution for Health and Welfare Benefits 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 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.

8.45 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 had 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.

8.56 Savings generated by SEIU-PSEA represented employees selecting the health benefits "opt-out" plan will be used within the SEIU-PSEA represented employees benefits programs. The parties agreed to develop language to implement this intent and identify the actual savings.

8.67 Employees 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) The required premium payment is not received in the Payroll Department.

~~8.8 Employees in this Unit 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.~~

8.79 SEIUPSEA Post Health and Welfare Benefits for Eligible Retired Employees

~~This post retirement medical benefit as reported of the required GASB 45 actuarial is funded by the dedication of all "opt out" funds not provided to the employee, LESS THE ANNUAL AMOUNT NEEDED TO FUND SECTION 10.8.10. Should the dedicated opt out monies be found to be insufficient to fund this post retirement benefit plan, a freeze for all new retiree enrollments will immediately occur, and both parties agree to reopen negotiations immediately. Retired employees currently receiving this benefit will continue to do so as long as opt out funding supports the benefit.~~

Effective July 1, 2007, one-half of one percent (0.5%) of the salary increase effective July 1, 2007 will be used to fund the Post Health and Welfare Benefits for Retired Employees.

If the Post Retirement Health and Welfare Benefits for Retired Employees requires less than one-half of one percent (0.5%) to fund, negotiations will reopen.

Unit members, retiring under one of the District's formal retirement plan(s) on July 1, 2007 or later (PERS or PARS) at least age 50 or older, and having ten (10) 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 or flat dollar amount, whichever is greater, varying by years of District service at retirement as follows, based on a monthly rate:

YEARS OF SERVICE AT RETIREMENT	DISTRICT MONTHLY CONTRIBUTION PERCENTAGE
10 years of service	\$200 or 50%
15 years of service	\$300 or 75%
20 or more years of service	\$400 or 100%

Employees retiring between July 1, 2007 and December 31, 2015 will receive 100% of the District contribution if working between 7.76 hours and 8 hours, 92% of the contribution if working between 6 and 7.75 hours, and 73% of the District contribution if working between 4 and 5.99 hours. 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.

All monies paid by the District must be used for medical 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 premiums only. 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.

	10-14.99 Years (\$200)	15-19.99 Years (\$300)	20+ Years (\$400)
4 – 5.99 hours	73% of \$200 or 50%	73% of \$300 or 75%	73% of \$400 or 100%
6 – 7.75 hours	92% of \$200 or 50%	92% of \$300 or 75%	92% of \$400 or 100%
7.76 – 8 hours	100% of \$200 or 50%	100% of \$300 or 75%	100% of \$400 or 100%

8.79.1 Employees who retire on or after January 1, 2016 shall receive a District contribution in accordance with the following chart:

	10-14.99 Years (\$200)	15-19.99 Years (\$300)	20+ Years (\$400)
4.0 – 8.0 hours	100% of \$200 or 50%	100% of \$300 or 75%	100% of \$400 or 100%

This post-retirement medical benefit as reported for the required GASB 45 actuarial is funded by the dedication of all 'opt-out' funds not provided to the employee and interest earned by the post-retirement benefit fund, less the annual amount needed to fund Section 8.8. It is understood that should the dedicated opt-out monies be found to be insufficient to fund this post-retirement benefit plan, the parties agree to reopen negotiations on this post-retirement benefits plan immediately. Both parties understand that the benefits plan must be independently and financially sound. Retired employees currently receiving this benefit will continue to do so as long as opt out funding supports the benefit.

8.79.2 Employees and dependents insurance coverage shall be cancelled under the following conditions:

(a) A required premium is not received in the Payroll Department.

8.810 SEIU/PSEA Post Age 65 Vision and Dental Coverage

Effective July 1, 2012, ~~SEIU members~~ employees who retire under the existing Post-retirement plan or who are 65 years of age or older and, who retire from the District and, but for age, would have been eligible for post-retirement benefits under the post-retirement benefits, will be eligible for district paid employee vision and dental coverage not to exceed the percentages or full employee only premiums for vision and for dental contained below:

	10-14.99 Years	15-19.99 Years	20+ Years
<u>4.0 – 8.0 hours</u>	<u>50%</u>	<u>75%</u>	<u>100%</u>
4 – 5.99 hours	50%	75%	100%
6 – 7.75 hours	50%	75%	100%
7.76 – 8 hours	50%	75%	100%

In lieu of district paid vision and dental coverage, such eligible retirees will be reimbursed to the same dollar amount for the purchase of retiree vision and dental coverage only upon the annual submission of proof of payment of premiums.

8.9 Effective Plan Year 2017, an amount of \$74,000 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.

ARTICLE 10.8
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. Specific benefits of the basic insurance package shall be described in the District's basic insurance package 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

~~Commencing January 1, 2014, the maximum annual district dollar contribution for Health and Welfare Benefits shall be as follows:~~

~~(a) \$9631 for employees who work between 7.76 hours per day and 8 hours per day.~~

~~(b) \$8861 for employees who work between 6 and 7.75 hours per day.~~

~~(c) \$7031 for employees who work between 4 and 5.99 hours per day.~~

~~The discretionary funds shall not exceed \$3,500 annually.~~

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

Employees who provide proof of other medical coverage may Opt-Out of the PUSD Basic Health Insurance Package. 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 electing the Opt-Out Option must enroll in the District sponsored \$20,000 life insurance coverage. ~~The maximum annual "cash to warrant" funds shall be as follows:~~

~~a) \$3000 for employees who work between seven and seventy six hundreds (7.76) hours per day and eight (8) hours per day.~~

~~b)~~

~~c) \$2760 for employees who work between six (6) and seven and seventy five hundreds (7.75) hours per day.~~

~~d)~~

e) ~~\$2310 for employees who work between four (4) and five and ninety-nine (5.99) hours per day.~~

8.2.1 ~~Commencing January 1, 2016~~For the 2018 Plan Year, the base annual District contribution for Health and Welfare Benefits for all benefitted employees (4.0 to 8.0 hours) 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 10.3).~~

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 Effective January 1, 2016, the Opt Out maximum cash to warrant will be \$3,725 for employees who work between 4.0 and 8.0 hours per day.

The discretionary funds shall not exceed \$3,500 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.

Employees wishing to enroll in dental or vision coverage for self and dependents may do so; premiums for dental, vision and mandatory employee life insurance coverage will be paid by the District.

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8.9 Effective Plan Year 2017, an amount of \$74,000 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.

T.A. *John J. [unclear]*
5/2/18
Courtney Martin
5/2/18

PUSD Proposal #4
to PSEA Unit II
May 2, 2018

ARTICLE 9 LEAVES

Leaves of absence are provided employees of this Unit in order to provide approved release from duty for the specific purpose stated below:

INABILITY TO PERFORM REGULAR DUTIES

Sick Leave
Industrial Accident and Illness Leave
Personal Necessity Leave
General Leave

REQUIRED OBLIGATION

Judicial Leave
Legislative Leave
Military Leave
Bereavement Leave
Personal Leave

IMPROVEMENT OF EMPLOYEE

Absence for Examination
Leave of Absence Without Pay
Leave to Serve in an Exempt, Temporary or Limited Term Position

Nothing in this leave policy shall prohibit the District from granting additional leaves of absence or extension of time.

INABILITY TO PERFORM REGULAR DUTIES

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. Credit for leave need not be accrued prior to taking such leave; however, 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 reasonably require. Persons absent more than five (5) days, ~~or who exhibit a pattern of abuse of sick leave,~~ shall be required to submit to the District a practicing ~~physician's~~ health care provider's statement (Form B-72), or in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC Guidelines, that the employee is fit for service. For absences of five (5) days or less, no employee shall be required to provide a health care provider 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 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 or should an employee be transferred from 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 fiscal year. Any such days of sick leave beyond those granted under the first paragraph of this rule shall be compensated at fifty 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 unit members have engaged in a concerted work stoppage unless the unit member provides such certification as required by the Superintendent.

9.2 Industrial Accident and Illness

9.2.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave accrues immediately by virtue of employment with the employer.

- (a) Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.
- (b) An employee who has sustained a job-related injury shall report the injury on the appropriate district form as soon as possible to the immediate supervisor. An employee shall report any illness on the appropriate district form to the immediate supervisor as soon as possible of knowledge that the illness is an alleged industrial illness.

9.2.2 Requirements are those provided in compliance with the California Education Code Statutes but will not exceed a maximum of sixty (60) days for each industrial accident or illness. Medical proof of ability to return to work after this leave without limitation or impairment is required. Exceptions may be made for limited workload consistent with district needs and at the discretion of the employer.

9.3 Personal Necessity Leave

9.3.1 The employer will grant to each Unit employee up to 10 ~~seven (7)~~ days of personal necessity leave with pay per year, deductible from sick leave.

9.3.2 "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.

9.3.3 A maximum of 10 ~~seven (7)~~ days which the Unit employee has earned pursuant to leave of absence for illness or injury (sick leave) may be used

by the employee for cases of personal necessity, including but not limited to any of the following:

- (a) Death of a member of employee's immediate family when additional leave is required beyond the employee's bereavement leave or other leaves granted by the employer.
- (b) Accident, involving the employee's person or property, or the person or property of a member of the employee's immediate family.
- (c) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- (d) Serious illness or surgery involving a member of the employee's immediate family as verified by a medical practitioner.
- (e) Personal necessity leave may be taken to observe Observance of religious holidays for a maximum of ~~three (3)~~ five (5) days annually. (Well recognized religion in which observance of tenets necessitates employee's absence). Such leave requests shall be considered with reference to applicable EEOC guidelines.
- (f) A parent upon the birth or adoption of a child may use personal necessity leave, and shall be granted, upon request, up to 20 days personal necessity leave in addition to the days specified under Article 9.3.1.

9.3.4 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.

9.3.5 A parent, step-parent, guardian, foster parent, grandparent, or other person standing in loco parentis to a child, may take up to 40 hours of personal necessity leave each year for any of the following reasons:

- (a) Up to eight hours in a calendar month to find, enroll, or re-enroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, upon reasonable advance notice;
- (b) To address a child care provider or school emergency, upon notice to the supervisor, such as:
 - 1. The school or child care provider has requested the child be picked up, or has an attendance policy (excluding planned

holidays) that prohibits the child from attending or requires the child to be picked up from the school or child care provider;

2. Behavioral or discipline problems;
3. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
4. A natural disaster, including but not limited to, fire, earthquake, or flood.

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

9.3.7 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.

9.4 General Leave

9.4.1 Employees covered by this Agreement shall be entitled to leave benefits covered by law or granted by the employer. Regularly-employed part-time employees shall be entitled to all leave benefits granted full-time employees, but such leaves and benefits shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year, of such part-time employees as it bears to eight (8) hours per day, forty (40) hours per working week, working weeks per month, or twelve (12) working months during the school year.

Each request for leaves of absence by an employee covered by this Agreement shall be in writing on the form provided by the District. The employee shall be advised as soon as practical of the action of the District.

9.4.2 General leave shall be granted for a three-month period for physical or mental illness upon proper certification from a licensed medical practitioner. Leaves for physical disability including maternity, childbirth, and/or child rearing shall be provided in compliance with the applicable state or federal law.

9.4.3 Leaves granted for mental or physical disability and child rearing may be renewed for an additional period of up to one year upon approval of the District. Medical proof of ability to return to work after this leave, without limitation or impairment, is required. Exceptions may be made for limited

workload consistent with district needs and at the discretion of the employer.

9.45 Judicial Leave

9.45.1 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.

9.45.2 Judicial leave, when granted pursuant to Section 9.5.1 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 witness or jury duty fees received by the Unit members must be remitted to the District.

9.45.3 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.

9.45.4 The jury duty or witness fee referred to in Section 9.5.2 shall not include amounts reimbursed for mileage, meals, or other similar reimbursements.

9.45.5 In the event that a Unit member is required to ~~serve as a juror~~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, such Unit member shall not be required to return to work for that day.

9.45.6 Employees who are informed that they will be released from jury duty too late in the day to be included in the following day's work schedule shall inform their supervisors accordingly and shall report to work the following day.

9.45.7 With the exception of 12 month contracted employees, unit members summoned to appear for 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.

9.56 Leave For Legislative Position

9.56.1 Any permanent classified employee elected to the Legislature may be granted a leave of absence from duties as an employee of the District. During the term of such leave, the employee may be employed by the School District to perform less than full-time service for compensation and terms and conditions as may be mutually agreed upon. Within six (6) months after the term of office of an employee on leave expires, the employee shall be entitled to return to the position held at the time of election, at the salary the employee would have been entitled to if not absent. If an employee cannot be placed in a vacant position in the same class upon return from the leave of absence, bumping and reemployment rights shall prevail.

9.67 Military Leave

9.67.1 Military leaves of absence shall be granted and compensated in accordance with ~~the Military and Veterans Code~~ all applicable state and federal laws and the provisions of this Agreement.

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

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

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

9.78 Bereavement Leave

9.78.1 Every classified employee is entitled to a leave of absence, after making application, not to exceed five (5) days on account of the death of any

member of the immediate family. 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.

9.7.2 Members of the immediate family, as used in this Section, mean the mother, father, ~~parent, grandmother, grandfather, grandparent, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, child, child-in-law, brother or sister~~ sibling of the employee or spouse, or the ex-spouse who is the parent of the employee's child, or any relative living in, or long established members of, the immediate household of the employee. Spouse is defined to include current husband, current wife or current domestic partner.

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

9.89 Compelling Reasons Leave

9.89.1 Each member of the Unit shall be eligible to apply for a maximum of three (3) days of Compelling Reasons Leave annually. For the first two (2) days granted under this Section, the Unit member shall receive the regular daily rate of pay. For the remaining two (2) third days granted under this Section, the Unit member shall receive one-half (1/2) of the regular daily rate of pay.

9.89.2 Eligibility for this leave requires two (2) workdays of advance written notice and approval of the principal or supervisor except in the case of an emergency where prior notice would be impossible.

9.98.3 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.

9.89.4 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.

9.89.5 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.

9.940 Absence for In-District Examination & Interviews

9.940.1 An employee shall be permitted to be absent from duties during working hours in order to take an examination or to be interviewed for promotion in the District, without deduction of pay or other penalty, provided that two (2) days notice is given to the immediate supervisor. It is understood it may be necessary for the employee to clean up prior to participating in the interview.

9.1044 Leave of Absence Without Pay

9.1044.1 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 Marines 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.

9.1044.2 Employees shall make requests pursuant to Section 9.11.1 on a mutually-agreed upon form. Employees shall be notified in writing whether the request is granted. If the request is denied, the notice shall provide specific reasons for the denial.

9.1044.3 The Board of Education may, for good cause, cancel any leave of absence by giving the absent employee thirty (30) days notice.

9.1044.4 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. ~~1011.54~~ 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. ~~1011.65~~ 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. ~~1112~~ Leave To Serve In An Exempt, Temporary, or Limited-Term Position

9. ~~1112.1~~ Any permanent employee who accepts an assignment within the District to an exempt, temporary, or limited-term position shall, during such assignment, be considered, for status purposes, as serving in a regular position and such assignment shall not be considered separation from service. Upon completion of such service, the employee may, with management approval, return to the employee's regular position. Failure to complete the required service will constitute abandonment of position and may be grounds for disciplinary action.

9. ~~1213~~ Unauthorized Absence

9. ~~1213.1~~ Unauthorized absence 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.

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

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

9. ~~1314~~ Family Care Leave

9. ~~1314.1~~ A Unit member who has been employed one (1) 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. 1314.2 Family care leave means leave for reason of the birth of a child or adoption of the employee's child or placement of foster child with the employee; leave to care for a seriously ill child, spouse ~~or~~ parent; or registered domestic partner; leave for the employee's own serious health condition.
9. 1314.3 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 care.
9. 1314.4 Unit members granted family care leave must utilize all available paid 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. 1314.5 Group health plan coverage and premium payments shall be maintained on the same basis as if the employee were in paid status.
9. 1314.6 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. 1415 Donation Of Sick Leave For Catastrophic Illness

9. 1415.1 Sick Leave Bank. The District shall establish a PSEA-wide 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/her exclusive use.
9. 1415.2 "Catastrophic illness" is defined to mean an illness or injury that is expected to incapacitate an employee or an immediate family member for an extended period of time, which incapacity requires the employee to take time off from work for an extended period of time, and taking an extended period of time off work creates a financial hardship for the

employee because he/she has exhausted all of his/her sick leave and other paid leave.

"Family member" means the following relatives of the employee: spouse, child, child-in-law, sibling, parent, parent-in-law, grandparent, grandchild; domestic partner.

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

9. ~~1415~~.3 Governing Committee. The Governing Committee shall be composed of five (5) members:

- (a) Three (3) Unit members appointed by PSEA ~~the Chapter Executive Board.~~
- (b) Two (2) administrators.

The duties of the Governing Committee shall include the following:

- (a) To approve requests for withdrawal from the sick leave bank.
- (b) To make any additionally necessary governing decisions relative to the operation of the sick leave bank.

Governing decisions will be made by consensus, where possible. Where a consensus decision cannot be reached, the governing decisions will be made on the basis of a majority vote; four (4) votes will constitute a majority.

9. ~~1415~~.4 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. ~~1415~~.5 Amount of Donation: An eligible Unit member must donate a minimum of the equivalent of one (1) day of their contracted 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. ~~1415~~.6 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. ~~1415~~.7 Maximum number of hours in sick leave bank. The maximum number of hours which may be accumulated in the sick leave bank is ~~8000~~ 4000 hours.

9. ~~1415~~.8 Qualifications of Recipient

- (a) Any permanent Unit member ~~who is, or whose or an immediate~~ 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 partially paid sick leave, vacation and other forms of paid leave.
- (c) A Unit member must use all paid leave credits that he/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% 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 who is incapacitated to undergo an examination by a physician from a list supplied 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. ~~1415~~.9 Procedure

- (a) Annual solicitation by SEIU-PSEA. Contributions for the catastrophic illness leave bank may be solicited by ~~SEIU~~-PSEA throughout the school year. The District shall prepare all forms which are to be used by ~~SEIU~~-PSEA for purposes of solicitation. All donation forms must be received by the Payroll Department of the District no later than the last working day 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 shall 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. ~~1415~~.10 ~~SEIU~~-PSEA shall hold the District harmless and indemnify the District from any and all claims, attorney's fees, judgments, costs or settlements arising from the administration of this Section.

9. ~~1415~~.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. ~~1516~~ Maternity Leave

9. ~~1516~~.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 there from. Such absence may be requested and granted only in accordance with the provisions of this Agreement applicable to sick leave and uncompensated leave.

9. ~~1516~~.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. ~~1516~~.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. The District need not assume that the Unit member's physical capacity certification is conclusive but may require a review and examination by a physician

selected by the District or a practitioner of the Unit member's church or denomination selected by the District. Refusal to submit certification of fitness as required by this provision shall be considered by the Board as grounds for some form of disciplinary action.

9. ~~1546~~.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 there from 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. In either case, the Board may verify the claim of the Unit member that she is disabled from the performance of her duties or capable of returning to her duties in accordance with the procedure contained in Section 9.1 herein.

9. ~~1546~~.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 there from, 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. ~~1647~~ Short-term Uncompensated Leave

9. ~~1647~~.1 Members of the Unit may request a short-term uncompensated leave of absence for a period not to exceed ten (10) days.

9. ~~1647~~.2 Any Unit member wishing to take short-term uncompensated leave shall obtain prior approval from the principal or immediate supervisor.

9. ~~1647~~.3 For personal hardship or health reasons, the Superintendent may grant up to thirty (30) duty days of uncompensated leave from the Unit member.

9.16.4 Leave for the birth or adoption of the employee's child, the placement of a foster child with the employee, leave to care for a seriously ill grandchild, child, child-in-law, sibling, spouse, parent, parent-in-law, grandparent, and leave for the employee's own serious health condition shall be considered appropriate reasons for the granting of short-term uncompensated leave.

9. ~~1748~~ Personal Reasons Leave

If a member of the Unit with a five (5) 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.

Tentative Agreement
Andres Chavez 4/24/2017
Lynnette Turner 4/24/17

PUSD PROPOSAL
April 24, 2017

ARTICLE 9
LEAVES

9.19 Maternity and Paternity Leave for Child Bonding/Child Care

9.19.1 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).

9.19.2 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.

9.19.3 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.

9.19.4 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.

9.19.5 A unit member must have been employed at least 12 months to qualify for the benefits under this section.

9.19.6 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.

9.19.7 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.

T.A. *Jan J. Martin* 3/13/18
Cristy Martin 3/13/18

PUSD Proposal #3
to PSEA Unit II
March 13, 2018

~~Article~~ ARTICLE 11-1011

TRANSFER POLICY

11 10.1 A transfer is defined as an employee-initiated movement from one position or work site to another within the same classification, or to a related classification in the same job family at the same salary range, or to a lower, related, classification the same job family and for which the unit member meets the minimum qualifications of the District.

11 10.2 Each permanent Unit member shall have the opportunity to request a transfer. The District shall utilize procedures for the handling of transfer requests. Such ~~procedures requests~~ shall ~~be include~~ the use of a form entitled "Request for Reassignment or Transfer" which has been filed with the Personnel Commission. Such requests shall ~~be remain~~ operative until rescinded by the unit member. for a period of six (6) months.

11 10.3 When a new position is created or an existing position becomes vacant, the District shall first consider voluntary transfer requests from Unit members serving in the same position in the District. The following criteria shall be considered in determining transfers:

- (a) The needs and efficient operation of the District as determined by the Superintendent or designee.
- (b) The recommendation of the current administrator or supervisor.
- (c) The recommendation of the administrator or supervisor where the vacancy exists.
- (d) Evaluations and other records of job performance.
- (e) Recent training and/or experience relevant to the vacancy.
- (f) Affirmative action considerations.

All other factors being equal, seniority shall be the deciding factor.

11 10.4 Reassignment is defined as a District-initiated change of employee work location. The District reserves the right to assign and reassign employees consistent with District needs.

11 10.5 Involuntary Reassignment: An involuntary reassignment may be requested by the Unit member's principal or department head when he/she deems a reassignment would be in the best interest of the Unit member or the District. Before any request for an involuntary reassignment is acted upon, the Unit member must be advised in writing by the principal or department head that an involuntary reassignment is being recommended and the reasons therefore. With the exception of Transportation, unit members shall be given at least ten (10) calendar days written notice prior to the start of the school year and fourteen (14) calendar days during the school year. Upon request,

an opportunity will be provided for the Unit member to meet with appropriate division administrator or the Associate Superintendent for Personnel Support Services to discuss the proposed reassignment. Involuntary reassignments shall not be arbitrary or capricious.

Sandra Asugan 4/5/2017
T.A. Lynnette Turner 4-5-17

PUSD Proposal #1
April 5, 2017

ARTICLE ~~13~~ 11

EVALUATION PROCEDURES

- 113.1 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 joint committee shall make recommendations to the District and PSEA negotiating teams as to any modifications to the procedures or forms. The recommendations shall be reviewed by the parties in the next round of negotiations.
- 113.2 Performance evaluations for all probationary employees shall be submitted to Personnel Support Services 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 employees.
- 113.3 Performance evaluations for permanent employees shall be submitted to Personnel Support Services at least once during the school year. However, performance evaluations for permanent employees who have completed five (5) years of service with the District on Step 5 shall be submitted to Personnel Support Services at least once every other school year.
- 113.4 Special or supplementary Unscheduled evaluations may be made of any employee at any time when such evaluation is deemed appropriate by the immediate supervisor or evaluator. Notice of the evaluation conference shall be given by the supervisor to employee, and shall include the date and time of the conference, and notice of employee's right to union representation.
- 113.5 Unsatisfactory job performance or any infraction violation of dDistrict regulations or Board Policy shall be brought to the attention of the employee in a timely fashion manner. Areas of serious concern shall be described in a written memorandum from the supervisor to the employee.
- 113.6 Reclassified employees shall be evaluated twice during their probationary period in their new classification, usually during the second and fourth months of the probationary period. 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 (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.

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.

113.7 An evaluation report and conference may be scheduled at any time during the year. Upon request, a unit member shall be provided with a copy of his/her current job description.

113.8 Procedures to be followed:

113.8.1 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.

113.8.2 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 employee and supervisor should contribute evaluation content regarding duties being done by the employee that are not 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. If necessary, "performance counseling" procedures should be implemented.

~~(a) 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 supervisor by written memo.~~

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

113.8.4 The final report Evaluation forms shall be signed by both the evaluator supervisor and the employee 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 and sent to Personnel Support Services for inclusion in the employee's unit member's permanent file.

~~13.8.5 An overall performance evaluation rating of "Satisfactory" must be maintained in order to qualify for scheduled salary step increments. The evaluator must provide a written warning to any employee whose next scheduled Work Performance Evaluation may contain a less than satisfactory overall rating. This warning must be provided at least sixty (60) days prior to the employee's scheduled salary step increment. Advances to the next higher step in the salary range may be allowed for employees with less than satisfactory performance ratings upon recommendation of the principal/department head and approval of the Superintendent.~~

~~13.8.6 An employee who has received an overall unsatisfactory job evaluation shall be reevaluated within sixty (60) days for the purpose of monitoring job performance.~~

This requirement shall be inapplicable in cases where the District has commenced dismissal proceedings based upon the current job evaluation.

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.

113.9 Appeals of Evaluations:

113.9.1 Where the employee disagrees in part, or totally, with an evaluation report ~~a 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.

113.9.2 Any unresolved disagreement or dispute arising from an unsatisfactory ~~p~~Performance ~~e~~Evaluation report may be referred to the Associate Superintendent, Personnel Support Services.

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 supervisor by written memo.

TA
Rymond Turner 5/11/17
Andre Casey 5/11/17

PUSD Proposal #2
May 11, 2017

ARTICLE 12 - GRIEVANCE PROCEDURES

12.1. The Grievance Procedure is the medium through which classified employees or PSEA may seek adjustment of complaints arising out of alleged violations of the interpretation, application or violation of this Agreement. Matters excluded from the Grievance Procedure:

12.1.1. Accusatory charges relating to the moral or professional fitness of an employee. Such charges shall be processed by the Board of Education.

12.1.2. Matters specifically reserved for action or review by the Personnel Commission under Personnel Commission rules in effect at the time the events leading up to the complaint occurred. Such matters shall be processed through normal channels by the Personnel Commission.

12.1.3. All other complaints about the matters of a Board rule or policy or administrative procedure, not specifically enumerated in this contract. An employee with such a complaint should direct his/her suggestions for change through administrative channels through administrative channels to the responsible administrator and/or through the Superintendent to the Board.

12.2. Level I – Informal Resolution

An employee shall meet with his/her supervisor to discuss the potential grievance in an attempt to resolve it informally. The grievant has the right to a representative at the informal level. If the potential grievance is not resolved at this level, the employee may proceed to Level II. Every attempt will be made to resolve a grievance at the lowest level possible. Resolutions reached at this stage shall be final but shall not be precedential nor inconsistent with this Agreement.

12.3. Level II - Formal Written Procedure

12.3.1. An employee or ~~the Union~~ PSEA must initiate a formal grievance by filing a completed grievance form with his/her supervisor within thirty (30) working days of the event giving rise to the grievance, or within thirty (30) working days of when the employee could reasonably have known or should have known of the event giving rise to the grievance. If the grievance is not timely filed it shall be deemed waived.

Grievance forms shall be provided by the District. Relevant information obtained during Level I may be inserted. In cases where PSEA is neither the grievant nor the grievant's representative, the District will provide PSEA with a copy of the written grievance within

five (5) working days of it having been filed, and will further provide PSEA with a copy of any appeal(s) and written response(s) within five (5) working days of being filed or issued.

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

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

12.3.3. ~~If the supervisor desires, he/she may request a conference with the grievant.~~—If either the grievant or the supervisor requests a conference at Level II, the request must be granted. ~~The grievant, the party-in-interest, if any, and the supervisor may each request the presence of a representative at any conference contemplated by this subsection.~~

12.3.4. If requested, ~~The~~ supervisor or his/her representative will hold a conference within ten (10) working days after receipt of the written grievance. The grievant, the party-in-interest, if any, and the supervisor may each request the presence of a representative at any conference.

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

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

12.4.1. Should the proposed resolution at Level II be unacceptable to the grievant, the grievant may, within ~~five (5) ten (10)~~ working days after receiving the written response from the immediate supervisor, appeal the decision to the Associate Superintendent, Personnel

Support Services. The grievant must state the grievance in writing describing:

- (a) The violation, misinterpretation, or misapplication of the contract.
- (b) The adverse effects upon the grievant.
- (c) The specific remedy sought.
- (d) The specific reasons why the resolution proposed by the supervisor is unsatisfactory.
- (e) A request for a conference with the Associate Superintendent, Personnel Support Services (or designee), if desired.
- (f) And the Level II response.

12.4.2. If a grievance is initiated by PSEA on its own behalf or on behalf of a group of members, the grievance shall be initiated in writing on a grievance form and sent to the Associate Superintendent, Personnel Support Services, or his or her designee, within thirty (30) working days of the event giving rise to the grievance, or within thirty (30) working days of when PSEA or the employees could reasonably have known of the event. Information on the grievance form shall include:

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

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

12.4.4. The Associate Superintendent, Personnel Support Services, upon receiving a properly prepared and filed grievance, will investigate the situation and prepare a proposed resolution within ten (10) working days. This proposed resolution will be in writing and a copy will be sent to the grievant and supervisor involved. If no conference is

requested, a written decision will be rendered within fifteen (15) working days after receipt of the written grievance.

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

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

12.5. Level IV Appeal to ~~Binding Arbitration the Board of Education~~

12.5.1. Should the grievant believe that the resolution prepared by the Associate Superintendent, Personnel Support Services fails to alleviate the alleged contract violation or misapplication, the grievant may appeal to ~~the Board of Education within five (5) arbitration within ten (10) working~~ days after receiving the Associate Superintendent, Personnel Support Services' decision or, if applicable, the mediator's proposed settlement. As part of the appeal, PSEA shall forward a written request for arbitration to the State Mediation/Conciliation Service with a copy to the Assistant Superintendent, Personnel Support Services. PSEA shall request that the State Mediation/Conciliation Service provide a list of seven names as potential arbitrators. Any arbitrator on the list shall have an office in Southern California (San Diego, Orange, Los Angeles, Riverside, San Bernardino, or Imperial Counties). This appeal must be filed with the Secretary of the Board of Education at least five (5) days prior to the next regularly scheduled Board meeting. The grievance must state the grievance in writing describing:

~~(a) — The violation or misapplication of the contract.~~

~~(b) — The adverse effect upon the grievant.~~

~~(c) — The specific remedy sought.~~

~~(d) — The specific reasons why the resolution proposed by the Associate Superintendent, Personnel Support Services are unsatisfactory.~~

12.5.2. ~~The Board of Education will review the case at the first regular Board~~

meeting after the item has been placed on the agenda, and give a final decision no later than the next regular meeting after the item first appeared on the agenda. The Board's decision is final. If the parties have not mutually agreed upon an arbitrator, the grievant and the employer's representative shall select the arbitrator from the list of seven names provided by the State Mediation/ Conciliation Service. Each party may, in turn, strike out one name until only one name remains. Should more than one arbitrator remain acceptable to the parties, the particular arbitrator will be decided by lot.

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

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

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

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

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

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

All costs for the arbitrator, including, but not limited to, per diem, travel and subsistence expenses, and the cost of any hearing room, shall be paid by the non-prevailing party to the arbitration. The identity of the non-prevailing party shall be determined by the arbitrator. Either party may request a transcript of the hearing. The expense of such transcript shall be paid by the party requesting a transcript. All other costs attendant to the arbitration will be borne by the party incurring them, including, but not limited to, attorney, or other fees, duplicating costs, witness subpoena fees and mileage, expert's consultation and witness fees. Release time for witnesses

employed by the District shall be the time of actual testimony at this hearing plus a reasonable period before and after the giving of testimony at this hearing. A full day release time may be given when necessary.

12.5.5. Powers, Duties, and Limitations of Arbitrator

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

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

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

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

12.6. Representation

- 12.6.1. At any step in this procedure, the grievant may be heard either personally or may be represented by a party of his/her own choice. If the employee selects a representative other than a union representative, ~~the Union~~ PSEA shall be notified.
- 12.6.2. The person against whom the grievance is filed, and the grievant, may be represented by no more than two (2) persons of their choice at any one session.
- 12.6.3. Designation of the grievant's representative shall be in writing. The designation shall be filed on the grievance form at Level ~~X~~ II *get*

12.7. General Provisions

- 12.7.1. Time allowances set forth in this grievance procedure may be extended by mutual consent of the grievant and the District.
- 12.7.2. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.
- 12.7.3. Upon request, all parties to the grievance shall make available to other parties involved, all pertinent information not privileged under the law in their possession or control which is relevant to the issue raised by the grievance.
- 12.7.4. All grievances must begin at ~~Level I~~ the lowest level at which resolution is possible, and may be terminated at ~~that~~ any level by the grievant's written or oral statement.
- ~~12.7.5. A grievance may terminate terminate at any level (II-IV) upon the written request of the grievant.~~
- 12.7.6-12.7.5. The failure of the grievant to respond to reasonable conference opportunities within the time line specified herein shall terminate the grievance.
- 12.7.7-12.7.6. By mutual consent of both parties, steps in this procedure may

be omitted.

~~12.7.8.~~ 12.7.7. The ~~employer-District~~ shall not agree to the resolution of the grievance until ~~the Union~~PSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. No resolution of a grievance can modify the terms of this Agreement without the express concurrence of PSEA.

~~12.7.9.~~ Any resolution of grievances under this Section will not be inconsistent with the terms of this Agreement.

~~12.7.10.~~ Either party can request the services of a mediator from the State Mediation/Conciliation Service to attempt to resolve the grievance prior to submission to Level IV of the Grievance Procedure. Such request must be made in writing within ten (10) working days following the date of the proposed resolution at Level III, or the expiration date for a proposed resolution at Level III.

~~12.7.11.~~ 12.7.8. A "multiple grievance" is an identical grievance filed by two (2) or more grievants at the same time. "Multiple grievances" must involve identical factual and contractual interpretation issues and must identify all individual grievants. "Multiple grievances" may be processed as a single grievance. However, no more than two (2) grievants, selected by ~~the Union~~PSEA, may represent the group during the processing of the grievances.

~~12.7.12.~~ 12.7.9. If a grievant alleges a violation, misinterpretation or misapplication of an express term of the Agreement by a manager other than the grievant's immediate supervisor, such grievance shall be initially filed at Level III.

The manager who is the subject of the grievance shall be provided with a copy of the grievance at the time of filing at Level III.

~~12.7.13.~~ 12.7.10. All grievance hearings and conferences shall be held during normal business hours and employees and their representatives shall be granted reasonable release time to attend such hearings and conference.

~~12.7.14.~~ 12.7.11. ~~The second week of winter break shall not be counted as workdays under any provision of this Article which establishes a time line for processing grievances.~~

~~12.7.15.~~ 12.7.12. A grievant may withdraw a grievance at any time.

Sandra Ashley 4/05/2017
Lynnette Turner 4-5-17

PUSD PROPOSAL #1
March 27, 2017

Article ~~14~~ 13 SAFETY CONDITIONS OF EMPLOYMENT

- ~~14.1~~ 13.1 The District shall provide safe working conditions for members of the Operations and Support Services bargaining Unit within the fiscal capabilities of the District to provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.
- ~~14.2~~ 13.2 An employee will not be discriminated against for reporting unsafe working conditions.
- ~~14.3~~ 13.3 An employee shall not knowingly be required to perform work which would be unsafe for the employee. For the purposes of defining an unsafe condition reference shall be applicable to rules and regulations of Cal-OSHA.
- ~~14.4~~ 13.4 The parties agree to establish a joint Union/management safety committee to meet approximately every quarter to discuss safety related problems, if any, and propose recommendations. The committee shall also discuss legally required safety training for all employees who work with hazardous materials. The parties shall each select ~~two~~ three (3) committee representatives. One of the District's committee representatives shall be the designated District Safety Officer official.
- ~~14.5~~ 13.5 In the event a safety complaint is filed by a Unit member with an appropriate state or federal agency, a Unit member selected by the Union shall be entitled to accompany the agency's safety inspector during on-site inspections. The Union shall be given advance notice of such inspections.
- SP. 10
~~13.6~~ Should the employment duties of an employee reasonably require the use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- ~~13.7~~ The District will provide all unit members with a variety of job-appropriate trainings necessary for the safe performance of their job responsibilities.

T.A. Jo Jung 5/2/18

Courtney Martin
5/2/18

PUSDSEA Proposal #24
May 2, 2018

ARTICLE 148 WAGES

148.1 Salary Schedule

Effective July 1, 2018, all Salary Schedules will be increased by a total of 2.5%.

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

All Unit II members are eligible to receive a 2% one-time payment for the 2017-2018 school year. This one-time payment will be calculated based on their actual contracted 2017-2018 earnings. Employees will receive payment by September 30, 2018.

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 II Post-Retirement Employee Benefits (OPEB) funds.

...

148.7 Pay Options

Unit members with a work year of less than eleven and one-half (11 ½) months ~~nine and one-half (9½) or ten (10) months~~ will ~~have the option to receive twelve (12) eleven (11)~~ equal pay warrants.

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

Anden Oslug 5/11/2017
Regnette Turner 5/11/2017

11:26
PSEA Proposal #2
April 24, 2017

[PACKAGED WITH PSEA ARTICLE 12, #1, dated 3/27/17]

ARTICLE 15 (NEW)

LAYOFF, REEMPLOYMENT AND CONTRACTING OUT

15.1 Definitions

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

15.2 Decision to Lay Off

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

15.3 Timing of Layoffs and Reductions in Hours

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

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

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

15.4 Order of Layoff

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

15.5 Displacement Rights

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

In the event of an employee having the option of exercising their displacement rights, the following displacement procedure will clarify the language in [2015.5](#) and be applied as the displacement procedure. The steps will be taken in numerical order.

15.5.1 An employee whose position is eliminated or reduced shall first be placed in a vacant position with an equal assignment in the same classification when compared with the employee's current position.

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

15.6 Reemployment

15.6.1 Regular classified employees who are laid off shall be placed on the reemployment list in order of their classification seniority which shall be in reverse order of layoff. This reemployment list shall supersede the existing promotional and open eligible lists for the classification and shall remain in force for a period of thirty-nine (39) months from effective date of layoff. An employee who accepts a reassignment involving loss of salary in lieu of layoff shall remain on the reemployment list for an additional twenty-four (24) months.

15.6.2 A permanent employee who elects to retire in lieu of layoff, accepts a voluntary demotion, or accepts a reduction in time shall be placed on the reemployment list in accordance with Section ~~2015~~ 6.1 of this Article.

15.7 Notification of Reemployment

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

agrees to an extension of the reporting date. Such extension shall be solely at the discretion of the District.

15.8 Miscellaneous Provisions

15.8.1 Demotion in Lieu of Layoff

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

15.8.2 Other Provisions

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

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

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

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

15.9 Benefits

15.9.1 For those regular employees laid off, all earned and unused vacation shall be paid in the final salary warrant due the employee.

15.9.2 Any employee who is subject to layoff who has been receiving health and welfare benefits shall receive health and welfare benefits for the calendar month in which the layoff occurs and for the calendar month immediately thereafter.

15.9.3 Employees notified of layoff resulting in the elimination or reduction of the employee's current District dollar contributions for health and welfare benefits under Section 10.2, shall be granted upon written request up to three days of release time to seek other employment.

15.10 Zipper Clause

15.10.1 This Article shall be the complete settlement of all issues related to layoffs, reemployment, voluntary demotions in lieu of layoff and the impacts and effects of all these matters. PSEA and the District hereby

clearly and unequivocally waive and relinquish all of their rights to negotiate any of those matters. (This waiver shall not prohibit either party from reopening this agreement/article where such reopening rights have been agreed to pursuant to the provisions of the collective bargaining agreement between the parties.)

- 15.10.2 Upon written request, the District agrees to negotiate with PSEA over the impacts and effects of a reduction in hours, excluding effective date, for employees in the bargaining unit. Such written request shall be submitted to the Associate Superintendent, Personnel Support Services, within ten (10) calendar days following notification of PSEA by the District.

15.11 Workload

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

15.12 Use of Volunteers

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

15.13 Subcontracting

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

15.13.2 Contracting-Out Review Committee

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

- 15.13.2.1 The efforts of the District to engage in competitive recruitment for the positions;
- 15.13.2.2 Whether the work contracted out is work which was previously contracted out by the District;

- 15.13.2.3 Whether the work contracted out is work that was previously performed by employees who were laid off or reduced in hours; and
- 15.13.2.4 The cost to the District of contracting out the work *vis-a-vis* the cost of hiring regular employees.

15.14 Impacts and Effects of Reduction in Hours

A permanent employee who elects to retire in lieu of layoff, accepts a voluntary demotion, or accepts a reduction in time shall be placed on the reemployment list in accordance with Section 2015.6.1 of this Article.

- 15.14.1 Employees shall be paid their regular hourly rate when working beyond their reduced assignment. Hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid overtime consistent with the California Education Code and FLSA.
- 15.14.2 Employees who are required to work additional days or hours in excess of their basic assignment shall receive prorated leaves and benefits in accordance with Education Code Section 45136 and 45102.

TA *Sandra Casey 5/11/2017*
Lynette Turner 5/11/2017

ARTICLE 15 16

SEIU PSEA ORGANIZATIONAL RIGHTS

165.1 Subject to compliance with applicable district rules and regulations, SEIU 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, SEIU PSEA shall reimburse the District for such excess costs in accordance with current District practice.

165.2 SEIU PSEA shall have the right to post and remove SEIU PSEA written materials on designated District bulletin boards located at each campus and major work site. Such materials shall be clearly identified by title of the organization.

4 20 165.3 PSEA shall be permitted to use the District mail services for the purpose of distributing official organizational communication to its membership. Each school or appropriate work area: Each school or appropriate work area shall designate a location for receipt of organizational materials. It shall be the responsibility of SEIU PSEA to distribute its own material to individual employees.

165.4 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. A copy of this Agreement and any written amendments shall be posted on the District web site. Also, each unit member's worksite shall be provided five (5) copies of the Agreement and written amendments which shall be available for review by unit members.

165.5 Labor Relations Committee

165.5.1 A Labor Relations committee shall be established for the purpose of discussing employment related issues of common concern to Unit members represented by SEIU PSEA.

165.5.2 The committee shall be composed of three (3) members representatives from SEIU PSEA, representing Food and Nutrition, Transportation, Warehouse, Maintenance & Operations or Facilities and not more than three (3) representatives from the District administration. The Associate Superintendent of Personnel Support Services or designee shall be a permanent member representing the District administration. A SEIU staff member shall be a permanent member representing the Union. Both the District administration and SEIU PSEA may request the presence of non-employee consultants or additional SEIU member representatives to attend the committee meetings.

165.5.3 Meeting agenda and the time of meetings shall be subject to mutual agreement of the parties.

165.6 Release Time

165.6.1 Unit members who serve as negotiation team members shall be granted release time based upon a model that recognizes time spent in negotiations on a particular workday. Generally, Unit members will be expected to report to assigned duties during regular daytime hours that do not conflict with negotiations. Reasonable and necessary travel time and up to one hour of preparation/debrief time may be included as release time. Unit members who work a night shift shall be required to spend an amount of time equal to their regular workday on negotiations and/or the Unit member's assigned duties. An effort will be made to schedule negotiations to accommodate workloads and split-shift assignments.

165.6.2 Release-Time/Grievances: A SEIU PSEA steward or representative designated by SEIU PSEA shall be given reasonable periods of release time to process grievances and to provide representation to Unit members subject to disciplinary meetings/proceedings and in meetings with District representatives on matters of contract administration. Supervisors shall be given at least one (1) day prior written notice in the event release time is requested unless the parties agree otherwise. The parties shall attempt to schedule grievance/disciplinary proceedings at times which are least disruptive to the normal operational requirements of the District.

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

16.7 15.6.4 Workload Committee: Workload standards and workload equity shall be a standing agenda item in the Labor Relations Committee. A workload committee, consisting of representatives from the District and SEIU PSEA will meet throughout the year to address workload under the direction of the Labor Relations Committee. If the District or Union PSEA receives notice, or is advised of an increase in workload, a workload committee will meet and confer promptly to address workload, investigate any increase in workload and develop a plan to alleviate inequities in workload distribution.

16.8 15.7 Union Access

16.8.1 15.7.1 The Board agrees to grant the Union PSEA representative and/or Union PSEA steward access to Union PSEA members at their work site during 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. If the immediate supervisor is unavailable, notice shall be given to the person to whom the supervisor reports.

16.8.2 15.7.2 Concurrent with the above, the Union PSEA staff representative and/or Union PSEA steward may be granted access to certain areas of the employer's premises, following previous notification to the employer or the designated site

administrator where employees are employed, when such visits are necessitated by matters concerning processing of grievances.

16.8.3 ~~15.7.3~~ SEIU PSEA stewards and chapter officers shall not engage in Union business during working hours except during lunch and break periods. Infrequent, brief, employee initiated contacts with Union stewards and chapter officers shall be permitted. However, it shall be the responsibility of the steward or officer to inform the inquiring employee of the time limitation and to continue the rendering of advice during non-duty hours for both employees.

16.8.4 ~~15.7.4~~ If any Unit member is required to attend a meeting which may give rise to possible discipline, such Unit member, upon request, shall be entitled to have a SEIU 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.

16.8.5 ~~15.7.5~~ 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.

16.8.6 ~~15.7.6~~ In the event a supervisor intends to schedule a meeting described in paragraph 16.8.4 ~~15.7.4~~ hereinabove, which would give rise to a request for SEIU 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 SEIU 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.

16.9 ~~15.8~~ Leave for Union Business

16.9.1 ~~15.8.1~~ Ten (10) days total ~~unpaid~~ leave shall be granted by the District for employees selected by SEIU PSEA to attend SEIU PSEA conferences or to participate in other SEIU PSEA activities.

16.9.2 ~~15.8.2~~ Leave granted under this Section shall be taken in increments of at least one half (1/2) day and must be preceded by ten (10) days prior written notice, unless there are unusual circumstances.

15.9 — Impacts and Effects of Layoffs

~~Any work performed by bargaining Unit members which has been eliminated due to lack of work or lack of funds may not be subsequently performed by volunteers. Also, the District will not contract out work which has been customarily and routinely performed by employees who have been laid off or reduced in hours. This Section shall not be interpreted to restrict the right of the District to contract out work on a temporary basis to meet the operational needs of the District.~~

15.9.1 The District shall notify the Union of all proposed layoffs and reductions in hours at least thirty (30) days prior to such layoffs or reductions in hours. Further, the District shall agree to negotiate with the Union over the impact of these actions.

15.10 Professional Growth Committee

For the term of this Agreement, there shall be a Professional Growth Committee consisting of one (1) Union officer, two (2) SEIU Local 221 members approved by SEIU and two (2) representatives from the District. The Committee shall meet a least five (5) times per year.

The Professional Growth Committee duties include, but are not limited to the following:

- (a) Establish the criteria, policies and procedures related to the Professional Growth Committee.
- (b) Review, make recommendations and implement programs for professional development and training programs which will improve job performance and assist employees in developing their full professional potential and in preparing for advancement.

16.10 Site Communication Committee

The District and PSEA agree to establish a joint committee at each school site or appropriate work location to discuss matters of mutual concern. This committee shall meet at reasonable times upon request of either the principal/immediate supervisor or unit committee members representing Unit classifications at the work site. Unit members on the committee shall be selected by PSEA.

PSEA shall have the option of combining the Site Communication Committees for Unit I and Unit II at any particular site or keeping them separate.

If at any time PSEA and PFT, in conjunction with the District, agree to a joint committee at any particular site, the aforementioned SCC shall be incorporated into the new entity.

16.11 Within two workdays of each new employee orientation, the District shall provide PSEA an orientation summary for new Unit members. The summary shall include the employee's name, position, primary work location 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 Unit member status.

16.12 Within five (5) working days of April 1 and October 1 of each year, the District shall provide PSEA with a list of employees requesting unpaid leaves of absence, pursuant to Article 9, 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.

T.A. *Sandra Blake* 3/23/2014
Lynnette Turner 3-23-17

PSEA Proposal #1
March 23, 2017
2:59

ARTICLE 17 NONDISCRIMINATION

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

T.A.

Sandra Adams 3/31/2017
Lynnette Turner 3-31-17

PUSD Proposal #1
March 31, 2017

ARTICLE ~~16~~ 18

CONDITIONS OF AGREEMENT

- 1~~68~~.1 The District and ~~the Union~~ PSEA agree that it is to their mutual benefit to encourage the resolution of difference through the Meet and Negotiation process. Therefore, it is agreed that the District and ~~the Union~~ PSEA will support this Agreement for its term. It is further agreed that once the District has notified the Union of overt activities, then the Union will assume the responsibilities of monitoring the overt activities of the members of the bargaining Unit as they affect the management and/or operation of the District.
- 1~~68~~.2 Except as provided in this Agreement, neither member of the Union nor any member of the Board of Education, the Superintendent or designee, shall seek change or improvement in any provision of this Agreement for the life of this Agreement. Further, it is recognized that in the absence of specific provisions in this Agreement, all other matters are discretionary to the District to the extent that they are not contrary to or inconsistent with the specific provision in this Agreement or State law. Any section contained herein deemed illegal will render that section or portion of the section null and void. The District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency.
- 1~~68~~.3 It is agreed and understood that there will be no strike or concerted activity to interfere with the operation of the District by ~~the Union~~ PSEA or by its officers, agents, or members of the Unit.
- 1~~68~~.4 Exclusive of these limits, the District and ~~Exclusive Representative~~ PSEA shall have no further obligation to meet and negotiate during the term of this Agreement on any subject, whether or not said subject is covered by this Agreement.
- 1~~68~~.5 There shall be signed copies of the final Agreement for the purpose of record for ~~the Union~~ PSEA and the District. Within five (5) days after ratification of this Agreement, both parties shall meet to arrange for printing and distribution of a copy of the Agreement to every member of the Unit. The District shall pay for the printing of the Agreement. ~~The Union~~ PSEA shall receive 50 copies of the Agreement for its own use, and shall handle the distribution of copies to the members of the Unit.
- 18.6 Should any article, section, or clause of this Agreement be declared illegal by a final decision of a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause. In the event that any article, section or clause is held invalid as set forth above, upon the request of PSEA or the District the parties hereto shall enter into immediate negotiations for the purpose of arriving at a replacement for such article or section.

T.A. 5/2/18
Joan Jennings
Country Martin

PUSD Proposal #1
to PSEA Unit II
March 29, 2018

ARTICLE 19

TRANSPORTATION DEPARTMENT PROVISIONS

19.1 Call-In Time - Unscheduled Hours

- 19.1.1 Bus drivers who are called in and are directed to work during unscheduled hours shall receive a minimum of two (2) hours pay so long as the work during unscheduled hours takes place during a time segment which is separated by more than 30 minutes from the bus driver's regular assigned hours on the particular work day. This does not apply to those instances where a driver has placed him/herself on a list and is waiting for available work. The two (2) hour guarantee shall remain in place for "minimum days."

19.2 Bus Drivers - Minimum Time Guarantees for Saturday, Sunday, Holidays

- 19.2.1 Bus drivers who drive field trips on Saturday, Sunday or a Holiday shall be guaranteed a minimum of three (3) hours of pay for a one-way trip.
- 19.2.2 Bus drivers who drive field trips on Saturday, Sunday, or a Holiday shall be guaranteed a minimum of five (5) hours of pay for a two-way trip.
- 19.2.3 Management shall have the discretion to determine whether the bus driver is required to remain for the duration of the scheduled activity. If the bus driver is required to stay, the bus driver shall receive payment for the actual hours of service or for the guarantee described above, whichever is greater.

19.3 Bus Driver Check Out Time

- 19.3.1 ~~Bus drivers shall be allowed 15 minutes to check out mini-buses (32 passenger capacity or less) and 20 minutes to check out buses (more than 32 passenger capacity).~~

Bus drivers shall be allowed the following pre-trip intervals:

- (a) School buses (32 passengers or less) with hydraulic brakes = 15 minutes.
- (b) School buses (32 passengers or less) with air brakes = 20 minutes.
- (c) School buses with dual air brake systems having large capacity air tanks that require draining = 30 minutes.
- (d) Non-school bus (passenger vehicle) = 10 minutes.

- ~~19.3.2 Bus drivers shall be allowed 15 minutes to check out buses equipped with hydraulic brakes and 20 minutes to check out air brake equipped buses. Buses~~

~~with hydraulic brakes and a capacity of larger than 32 passengers shall be allowed 20 minutes. Buses with dual air brake systems having large capacity air tanks that require draining shall be allowed 30 minutes.~~

19.4 Bus Driver Overnight Trip Hours

Drivers required to be temporarily relocated overnight shall be paid a business stipend equivalent to the hourly rate of Range 28, Step 5 of the salary schedule in lieu of reimbursement for actual expenses commencing at the time they clock in for the trip and continuing until the time they clock out at the completion of the trip. Meals and lodging will be paid by the employee. Lists for field trips shall be posted weekly showing accumulated hours. The rate of payment based on the total number of hours worked shall not imply that the driver is obligated to District responsibilities the entire length of the trip.

HOURS ON DUTY 13 CCR 1212. Driving hours and on-duty status begin at a point following eight (8) consecutive hours off duty, except as provided in subsection (b) (3). Driver's hours shall be regulated from the time a driver first reports for duty for any employer as follows:

School Buses, School Pupil Activity Buses, Youth Buses, and Farm Labor Vehicles. The driver of a school bus, SPAB, youth bus, or farm labor vehicle shall not drive more than 10 hours within a work period or drive after 16 hours have elapsed since first reporting for duty. The Transportation Director or his/her designee shall appoint a lead bus driver for overnight trips when two (2) or more buses are involved in the trip.

19.5 "Mid-day" Runs

"Mid-day" Runs are defined as those which occur after the morning runs and before the afternoon runs. When they are not "connected" to either a morning or afternoon run, but require the bus driver to commence a separate trip, they will be compensated with a minimum of one (1) hour.

There shall be a one (1) hour guarantee for the mid-day substitute runs.

19.6 Extra Work Board(s)

The department will maintain two (2) boards for extra work. All extra work, other than field trips and late activities, will be managed on the General Extra Work Board. The General Extra Work Board includes both mid-day assignments and shop work. The Activities Extra Work Board will manage late activities.

Extra work will be assigned on a rotational basis first to those drivers who can complete the assignment without going into overtime, and then to those drivers who would use the least amount of overtime. School bus drivers will not take off a bid assignment to do extra work. The district custodian substitute list will continue to be used for selecting substitute Vehicle Service Assistants, Assistant Mechanics, Mechanics, and Vehicle Service Technicians. The Personnel Commission's transportation substitute clerical list will continue to be used for Fees for Transportation Services (FTS) and operations/scheduling needs.

Drivers who have placed their names on the Extra Work Board(s) must cross (X) their names off prior to leaving for their a.m. assignment or at the completion of their a.m.

assignment if no extra work has been assigned to them if they do not wish to be assigned a mid-day run that day. A driver's failure to cross his/her name off on the General Extra Work Board for six (6) times removes his/her name from that list for the remainder of the bid period.

A driver's failure to cross his/her name off on the Activities Extra Work Board for six (6) times removes his/her name from that list for the remainder of the bid period.

Illness, vacation, and administrative leave are excused from this accountability process. Drivers must indicate their non-availability due to a scheduled field trip or other reasons know in advance, or they will be given an "R" for not properly indicating their non-availability.

Drivers who have indicated they are available for extra work are responsible for checking the General Extra Work Board following their a.m. assignment to see if they have been assigned a mid-day run. Drivers still on their a.m. assignment or who have left for the morning but indicated their availability should call in by 9:30 a.m. to determine if they've been assigned extra work.

Drivers who have indicated they are available for extra work are responsible for checking the Activities Extra Work Board prior to the departure time for their p.m. assignment.

Drivers requesting sick leave, personal necessity leave or vacation time for mid-day must take that leave in conjunction with either their a.m. or p.m. run. The exceptions to this are for emergencies and for doctor's appointments with verification.

19.7 Behind the Wheel Evaluation Form

The school bus driver behind the wheel evaluation form shall be the form agreed to and dated March 19, 1992. Any changes to this form will be by mutual consent of the parties.

19.8 Camp Trip Supervision

The Transportation Department will provide an additional school bus driver to chaperone students on the bus for camp trips when the school notifies Transportation that they will not provide adult supervision on the bus.

19.9 Training

The maximum amount of hours paid for Transportation Department sponsored instruction for renewal classes for active school bus drivers (commercial driver's license, H.P.H., first aid, pre-trip inspection training) will be fifteen hours. This does not commit the District to provide the training nor does it establish such practice.

19.10 Last Day of School

Operations on the last day of school before summer recess will be as follows:

- (a) Bus drivers will be paid their bid time on the last day of school.
- (b) Drivers will be assigned related duties throughout the day at the discretion of the District.

- (c) The work schedule and assignment of extra routes and field trips to drivers who are available will be done by the operations supervisor and will be posted by noon on the Monday preceding the last day of school.

19.11 Route Selection

ROUTE SELECTION (Regular Education) – If regular education home-to-school transportation is offered, route selection will continue to be done by seniority allowing the bus drivers to "package" their own routes by placing together the basic group (a.m. and p.m.) and a mid-day run and/or activity run(s) with a bus of their choice which meets the requirements of passenger needs and vehicle economy. Any Regular Education segment packaged by a driver must connect to a segment on the same side of the District. Interstate 15 serves as the divider for each side of the District.

ROUTE SELECTION (Special Education) – Route selection will continue to be done by seniority, allowing school bus drivers to select routes that have been packaged by the District (a.m., p.m., mid-day), and the bus assigned by the District to best meet the needs of these routes. With ten (10) days notice, each route segment may be changed to accommodate routing requirements by up to ninety minutes (unless the driver agrees to a greater amount of time) within the time window of 5:30 a.m. and 5:30 p.m. The route a.m. start or p.m. end time shall not change by more than thirty minutes.

Route selection will occur once each year to be effective October 1. Transportation procedures will be modified to require that a route be posted for bidding if it increases by thirty minutes or more cumulatively or if it results in an increased level of fringe benefits.

During the driver's individual bid time, a driver may request that a **SEIU PSEA** Representative be present during their bid selection appointment. The requested Unit member representative will not be compensated for their involvement, and the request shall not delay the pre-scheduled bidding appointments.

Once the actual bidding appointments have begun, no changes will be made to posted routes or activity runs until the completion of the bid. The District reserves the right to reassign equipment to a route to meet the needs of students and for route efficiency.

19.12 Field Trip Selection

Field trips will be assigned to the school bus driver who can perform the trip in the most cost-effective manner. Field trips will be assigned on a rotational basis first to those drivers who can complete the assignment without going into overtime, and then to those drivers who would use the least amount of overtime. Drivers who have placed their names on the field trip list must cross (X) their names off before 5:30 p.m. on the Thursday prior to the posting of the assignment if they do not wish to be assigned a field trip for that period.

Saturday, Sunday, and Holiday field trips will continue to be selected by drivers in accordance with existing procedures identified in Transportation Department policy. All field trip lists will continue to be posted daily, accumulated hours will be calculated weekly, and posted according with Transportation Department procedures.

Meal reimbursement will be paid for the dinner meal to those drivers who, due to field trip assignments, work continuously from their a.m. assignment through to a field trip that ends past 6:00 p.m.

19.12.1 Field Trip Definitions

Field Trip Stay

A field trip where the vehicle and driver stay at the destination(s) until passengers are to be returned to the point of origin.

Field Trip Take

A field trip where a vehicle and driver take the passengers to their destination(s) only.

Field Trip Return

A field trip where a vehicle and driver only return passengers from their destination back to their point of origin.

Field Trip Take and Return

One driver may be assigned both the take and return of a field trip.

19.13 Flexible Time Positions

Management may create flexible time positions with a minimum of twenty (20) hours per week that do not have a scheduled route. Each such position shall be posted for selection as part of the annual bid. Drivers selecting a Flexible Route will be permitted to select a "default bus" from a list of available buses pre-identified by the District at the time of their selection. However, the Flexible Use Driver is expected to drive the specific bus assigned to a route. To affect efficiency, a Flexible Use Driver may be assigned to stay with a route assigned bus when also performing an assigned field trip. Driver schedules will be posted no later than 8:00 a.m. on the second working day of the preceding week.

During a week there will be ten (10) assignment segments created (Monday through Friday; a.m. and p.m.). Flexible time drivers may remove themselves from the assignment list for up to three (3) such segments per week. However, no individual may remove themselves from both Monday and Friday assignments. Additionally, no more than ten percent of the flexible time drivers may remove themselves from the list on any given segment. Removal from the list as described above will be done by seniority.

19.14 Uniforms

School bus drivers will be provided with and required to wear District provided uniform shirts. All permanent District school bus drivers will be provided with six (6) shirts of a polo or collared and button type shirt, combination of their choice, upon successful completion of their initial probationary period. In addition, all permanent District school bus drivers may augment their uniform with three (3) additional shirts, per the District standard uniform design, annually. New shirts will be ordered at the annual fall orientation. Those drivers who complete their probation after March 1st will order their three (3) additional shirts at the fall orientation in the next calendar year. All permanent District school bus drivers must wear the District provided uniform shirts at all times while officially in paid status. A dress code will be adopted that requires school bus drivers to wear solid colored trousers, jeans (distressed jeans not acceptable) or capri style pants. Solid colored shorts may be worn, but must be a walking length short that comes within an inch above the knee. No cut-off

or frayed shorts will be worn. District provided uniform shirts must be worn properly, buttoned and not used as a lightweight jacket. All attire must be clean and well maintained by the District school bus driver. No spandex material will be worn. Shoes must be of a closed toe/closed heel design with nonskid sole material. School bus drivers will wear their District furnished identification badge at all times while officially in paid status and/or on District property. School bus drivers will be provided a jacket or front zippered/hood sweatshirt upon request, but not to exceed more than one jacket or sweatshirt within a three (3) year period.

19.15 Transportation

Drivers servicing non-District schools will continue delivery of their students, during the contract year, and may be assigned vacation during times when their students are not in session.

19.16 Transportation Study Group

Prior to September 1, 2010, and on-going, **SEIU PSEA** and the District will form a study group to examine the efficiencies of the following practices and issues. Information necessary for the group to complete these discussions will be made available. The parties shall meet and confer regarding problems which develop in the administration of this Agreement.

- (a) Field Trip Selection-Due to the complexity and changing demands of a transportation program, changes may become necessary and will be subject to the meet and confer process prior to implementation.
- (b) Flexible Time Positions and their selections and assignments.
- (c) Special Education route assignments and packaging.

T.A. Jan Janing
Country Martin
5/2/18

5/2/18

PUSD Unit II
Proposal #1
May 2, 2018

ARTICLE 20 TERM OF AGREEMENT

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