

2016-2019 SUMMARY OF CONTRACT CHANGES  
PSEA UNIT II

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

- Deletions of language from the Agreement;
- Sections where the only change was from “SEIU” or “Union” to “PSEA”;
- Sections where the only change was the section number.

In addition, the PSEA Unit II Agreement has adopted the same Article number sequence as has existed in the PSEA Unit I Agreement for comparable articles. The change from old Article number to new Article number is not reflected in the summary that follows. The Article Conversion Chart below is provided in order to assist people in converting from the Article numbering sequence in the old SEIU Agreement to the new PSEA Unit II Agreement:

<b>Article Name</b>	<b>New</b>	<b>Old</b>
Definitions	1	1
Recognition and Negotiation Procedures	2	2
District Rights	3	3
Organizational Security / Payroll Deductions	4	4
Hours of Employment	5	5
Holidays	6	8
Vacation	7	7
Health & Welfare	8	10
Leaves	9	9
Transfer	10	11
Evaluation Procedures	11	13
Grievance Procedures	12	12
Safety Conditions of Employment	13	14
Wages	14	18/6
Layoff	15	N/A
Organizational Rights	16	15
Non-Discrimination	17	17
Conditions of Agreement	18	16
Transportation Department	19	19
Term of Agreement	20	20

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

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1	Definition of Terms
1.1.3	<b>PSEA means Poway School Employees Association</b>
1.1.6	“Exclusive Representative” refers to <b>Poway School Employees Association</b> .
1.1.7	“Member of the Unit” refers to all classified employees who are part of <b>PSEA Unit II which represent the Operations Support Services</b> classified employees.
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 <b>for the annual number of work days specified in Article 5</b> .
1.1.15	“ <b>Workdays</b> ” are days on which the District administrative offices are open for public business.
1.1.16	“ <b>Days</b> ” are used in this Agreement to refer to calendar days.
2	Recognition and Negotiation Procedures
2.2.1	On or before <b>January 1</b> , 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.
4	<b>Payroll Deductions</b>
4.1	<b>Dues and Agency Fee Deductions</b>
4.1.1	<b>Participation</b> Members of the Unit have the absolute right to form, join, or participate in the organization(s) of their choice.
4.1.3	<b>RESPECT FUND</b> 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	<b>Payment of Monies</b> With respect to all sums deducted by the District, the District agrees to remit such monies to PSEA accompanied by an electronic list of names of members of the unit for whom such deductions have been made, including the employee’s ID number, dues/fees deducted, and salary subject to dues/fee and PSEA membership status.
4.1.5	<b>Employee Lists</b>
4.1.5.1	<b>Employee List</b> 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.

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4.1.5.2	<p><b>New Employee List</b> 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.</p> <p>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.</p>
4.3	<p><b>Deductions – Other Purposes</b> Upon appropriate written authorization from a member of the Unit, the District will deduct from a salary of any member of the Unit and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs after such deductions have been approved by the Board of Education or to the extent such deductions are required by law.</p>
4.5	<p><b>Indemnification</b> PSEA shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other action arising from 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.</p>
4.6	<p><b>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.</b></p>
5	<p><b>Hours of Employment</b></p>
5.1	<p><b>Work Year</b> 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.</p> <p>Generally, unit members shall have a work year, which consists of nine and one half (9½) months – 185 workdays, ten (10) months – 195 workdays, ten and one half (10 ½) months – 202 work days, eleven (11) months – 209 months, eleven and one half (11 ½) months – 220 work days or twelve (12) months – 245 workdays.</p>
5.2.1.4	<p>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 PSEA and the supervisor.</p>
5.3	<p><b>Extra Work</b> Opportunities for project/extra work which has been customarily and routinely been performed by District employees shall first be offered to appropriately qualified regular employees at the particular work site or department, according to seniority on a rotating basis.</p>

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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.

5.4 Increased Hours – Food and Nutrition

5.4.1 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.

6 Holidays

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.

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).**

Annual vacation rates 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

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

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

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

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

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

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

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

7.2 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.

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7.4	<p><b>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.</b></p> <p><b>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.</b></p>
7.9	<p><b>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.</b></p>
8	<p><b>Health and Welfare Benefits</b></p>
8.1	<p>Each eligible member of the Unit shall be provided a basic insurance package. The basic <b>insurance</b> 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.</p>
8.2	<p>District Contribution for Health and Welfare Benefits</p> <p>Employees who provide proof of other medical coverage may Opt-Out of the PUSD Basic Health Insurance Package. <b>Neither Medicare, Medi-Cal nor individual marketplace or government exchange policies, such as Covered California plans shall qualify as "other medical 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).</b> Employees electing the Opt-Out Option must enroll in the District sponsored \$20,000 life insurance coverage.</p>
8.2.1	<p><b>For the 2018 Plan Year</b>, the base annual District contribution for Health and Welfare Benefits for all benefitted employees (4.0 to 8.0 hours) shall be <b>\$10,635</b>.</p> <p><b>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).</b></p>
8.7	<p><b>PSEA Post Health and Welfare Benefits for Eligible Retired Employees</b></p> <p>...</p> <p>Employees <b>retiring between July 1, 2007 and December 31, 2015</b> 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.</p> <p>All monies paid by the District must be used for medical, dental and vision coverage for the employee; no other benefits are covered for employees under this agreement. Eligible Unit members may purchase additional benefits for themselves or eligible dependents. <b>Employees selecting a more expensive medical plan or dependent coverage will pay the difference in premium costs.</b> Employees moving out of the area will be reimbursed to the same dollar amount for use toward medical, dental and vision premiums. Premiums will be reimbursed annually with submission of required documentation.</p>

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**8.7.1** 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 ‘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 out-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 fiscally sound. **Retired employees currently receiving this benefit will continue to do so as long as opt out funding supports the benefit.**

**8.8** **PSEA Post Age 65 Vision and Dental Coverage**

Effective July 1, 2012, **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 premiums for vision and for dental contained below:

	10-14.99 Years	15-19.99 Years	20+ Years
<b>4.0 – 8.0 hours</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>

**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.**

9	Leaves
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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, shall be required to submit to the District a practicing **health care provider’s statement, or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC Guidelines,** that the

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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.**

9.1.5 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.**

9.1.7 **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.**

9.3 Personal Necessity Leave

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

9.3.3 A maximum of **10** 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 religious holidays for a maximum of five (5) days annually. 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.**



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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	<p>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:</p> <p>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;</p> <p>b) To address a child care provider or school emergency, upon notice to the supervisor, such as:</p> <ol style="list-style-type: none"><li>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;</li><li>2. Behavioral or discipline problems;</li><li>3. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or</li><li>4. A natural disaster, including but not limited to, fire, earthquake, or flood.</li></ol>
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	<u>Judicial Leave</u>
9.4.5	In the event that a Unit member is required to <b>appear for jury duty</b> 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.
9.4.7	<b>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.</b>
9.6	<u>Military Leave</u>
9.6.1	Military leaves of absence shall be granted and compensated in accordance with <b>all applicable state and federal laws and the provisions of this Agreement.</b>

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9.6.2	<b>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.</b>
9.6.3	<b>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.</b>
9.6.4	<b>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.</b>
9.7	<u>Bereavement Leave</u>
9.7.2	Members of the immediate family, as used in this Section, mean the <b>parent, grandparent, grandchild, spouse, child, child-in-law, sibling</b> of the employee or spouse, or the ex-spouse who is the parent of the employee's child, or any relative living in, <b>or long established members of</b> , the immediate household of the employee. Spouse is defined to include current husband, current wife or current domestic partner.
9.8	<u>Compelling Reasons Leave</u>
9.8.1	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 <b>two (2)</b> days granted under this Section, the Unit member shall receive the regular daily rate of pay. For the <b>third</b> day granted under this Section, the Unit member shall receive one-half (1/2) of the regular daily rate of pay.
9.8.3	Eligibility for this leave shall be based upon instances of compelling personal importance which require the Unit member to be absent from the work site during duty hours. Legitimate reasons for requesting the leave include legal or business transactions or matters involving the Unit member's household or family, <b>or other matters deemed by the unit member to be of compelling personal importance.</b>
9.9	<u>Absence for In-District Examination &amp; Interviews</u>
9.9.1	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.
9.10	<u>Leave of Absence Without Pay</u>
9.10.2	<b>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.</b>

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9.13	<u>Family Care Leave</u>
9.13.2	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 parent; <b>or registered domestic partner</b> ; leave for the employee's own serious health condition.
9.14	<u>Donations of Sick Leave for Catastrophic Illness</u>
9.14.1	<u>Sick Leave Bank</u> . The District shall establish a <b>PSEA-wide</b> 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.
9.14.2	"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.  <b>"Family member" means the following relatives of the employee: spouse, child, child-in-law, sibling, parent, parent-in-law, grandparent, grandchild, domestic partner.</b> <b>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.</b>
9.14.7	Maximum number of hours in sick leave bank. The maximum number of hours which may be accumulated in the sick leave bank is <b>8,000</b> hours.
9.14.8	<u>Qualifications of Recipient</u> (a) Any permanent Unit member <b>who is, or whose</b> family member is suffering from a catastrophic illness is eligible to apply for use of sick leave days in the catastrophic illness leave bank.
9.16	<u>Short-term Uncompensated Leave</u>
9.16.4	<b>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.</b>
9.19	<u>Maternity and Paternity Leave for Child Bonding/Child Care</u>
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).

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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 union member in connection with the adoption of 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 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.
10	Transfer Policy
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 in the same job family and for which the unit member meets the minimum qualifications of the District.
10.2	Each permanent Unit member shall have the opportunity to request a transfer. The District shall utilize procedures for the handling of transfer requests. Such requests shall be filed with the Personnel Commission. Such requests shall remain operative until rescinded by the unit member.
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. <b>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.</b> 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.
11	Evaluation Procedure
11.1	The District shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluations known to the employee. <b>The District and PSEA shall form a joint committee which shall review the current evaluation procedures and forms. The joint committee shall be formed</b>

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**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.**

- 11.2 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 employee.**
- 11.3 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** shall be submitted to Personnel Support Services at least once every other school year.
- 11.4 **Unscheduled** evaluations may be made of any employee at any time when such evaluation is deemed appropriate by the immediate supervisor or evaluator. **Notice of the evaluation conference shall be given by the supervisor to employee, and shall include the date and time of the conference, and notice of employee's right to union representation.**
- 11.5 Unsatisfactory job performance or any **violation** of District regulations or Board Policy shall be brought to the attention of the employee in a timely **manner. Areas of serious concern shall be described in a written memorandum from the supervisor to the employee.**
- 11.6 **An employee who is promoted shall serve a probationary period of six months or 130 days of paid service, whichever is longer in the higher classification before attaining permanency in that classification. In the event the employee is absent on paid leave for more than five days during the probationary period, the probationary period shall be extended by one (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.**
- 11.8.3 At the end of each evaluation period, a 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.
- 11.8.4 **Evaluation forms** shall be signed by both the **supervisor** and the **unit member being evaluated. The signing of the evaluation form may not necessarily mean the unit member is in agreement with the evaluation but shall signify that he/she has reviewed the evaluation and received a copy. One copy of the evaluation shall be retained by the unit member and one copy shall be retained by the supervisor. Also, one copy shall be sent to Personnel Support Services for inclusion in the unit member's permanent file.**

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11.8.5	<b>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.</b>
11.9	<u>Appeals of Evaluations:</u>
11.9.1	Where the employee disagrees in part, or totally, with a <b>Performance Evaluation report</b> , 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.
12	Grievance Procedure
12.2	<u>Level I – Informal Resolution</u> An employee shall meet with his/her supervisor to discuss the potential grievance in an attempt to resolve it informally. <b>The grievant has the right to a representative at the informal level.</b> If the potential grievance is not resolved at this level, the employee may proceed to Level II. <b>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.</b>
12.3	<u>Level II – Formal Written Procedure</u>
12.3.1	An employee or <b>PSEA</b> must initiate a formal grievance by filing a completed grievance form with his/her supervisor within thirty (30) <b>working</b> days of the event giving rise to the grievance, or within thirty (30) <b>working</b> 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. <b>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.</b>
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, <b>misinterpreted</b> , 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.
12.3.4	<b>If requested</b> , the supervisor or his/her representative will hold a conference within ten (10) <b>working</b> 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) <b>working</b> days after the conference with the grievant. <b>If no conference is requested, a written decision will be rendered within fifteen (15) working days after receipt of the written grievance.</b> Informational copies of the decision shall be sent by the supervisor to the Associate Superintendent, Personnel Support Services.

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12.4	<b>Level III – Appeal to the Associate Superintendent, Personnel Support Services and/or Initiation of Grievance by PSEA/Group of Members</b>
12.4.1	Should the proposed resolution at Level II be unacceptable <b>to the grievant</b> , the grievant may, within <b>ten (10)</b> 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: <ul style="list-style-type: none"><li>(a) The violation, <b>misinterpretation</b>, or misapplication of the contract.</li><li>(b) The adverse effects upon the grievant.</li><li>(c) The specific remedy sought.</li><li>(d) The specific reasons why the resolution proposed by the supervisor is unsatisfactory.</li><li>(e) <b>A request for a conference with the Associate Superintendent, Personnel Support Services (or designee), if desired.</b></li><li>(f) <b>And the Level II response.</b></li></ul>
12.4.2	<b>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:</b> <ul style="list-style-type: none"><li>(a) <b>A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.</b></li><li>(b) <b>A listing of the provisions, which are alleged to have been violated, misinterpreted, or misapplied.</b></li><li>(c) <b>A listing of specific actions requested of the District which will remedy the grievance.</b></li><li>(d) <b>A request for a conference with the Associate Superintendent, Personnel Support Services (or designee), if desired.</b></li></ul>
12.4.3	<b>If requested by either party, a conference will be held within ten (10) working days after receipt of the written grievance or/or appeal.</b>
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) <b>working</b> days. This proposed resolution will be in writing and a copy will be sent to the grievant and supervisor involved. <b>If no conference is requested, a written decision will be rendered within fifteen (15) working days after receipt of the written grievance.</b>
12.4.5	<b>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.</b>
12.4.6.	<b>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.</b>

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12.5	<b>Level IV Appeal to Binding Arbitration</b>
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 <b>arbitration within ten (10) working days</b> after receiving the Associate Superintendent, Personnel Support Services' decision <b>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).</b>
12.5.2	<p>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.</p> <p>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.</p>
12.5.3.	<p>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.</p> <p>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.</p> <p>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.</p>
12.5.4.	<p>The parties may mutually agree on the locale where the arbitration is to be held.</p> <p>The hearing shall commence at the convenience of the arbitrator, provided however, that all sessions shall occur on working days.</p> <p>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.</p>



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12.5.5.	<p><b>Powers, Duties, and Limitations of Arbitrator</b></p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
12.5.6.	<p>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.</p>
12.5.7.	<p>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.</p>
12.7	<p><u>General Provisions</u></p>
12.7.2	<p>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. <b>If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.</b></p>
12.7.4	<p>All grievances must begin at <b>the lowest level at which resolution is possible</b>, and may be terminated at <b>any</b> level by the grievant's written or oral statement.</p>
12.7.7	<p>The <b>District</b> shall not agree to the resolution of the grievance until <b>PSEA</b> has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. <b>No resolution of a grievance can modify the terms of this Agreement without the express concurrence of PSEA.</b></p>
12.7.11	<p><b>A grievant may withdraw a grievance at any time.</b></p>

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13	Safety Conditions of Employment
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 <b>three (3)</b> committee representatives. <b>One of the District's committee representatives shall be the designated District safety official.</b>
13.6	<b>Should the employment duties of an employee reasonably require the use of any equipment or gear to ensure the safety of the employee or other, the District agrees to furnish such equipment or gear.</b>
13.7	<b>The District will provide all unit members with a variety of job-appropriate trainings necessary for the safe performance of their job responsibilities.</b>
14	Wages
14.1	<u>Salary Schedule</u> <b>Effective July 1, 2018, all Salary Schedules will be increased by a total of 2.5%.</b>  <b>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.</b>  <b>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.</b>  <b>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.</b>
14.7	<u>Pay Options</u> Unit members with a work year of <b>less than eleven and one-half (11 ½) months</b> will receive <b>eleven (11)</b> equal <b>pay warrants</b> .
15	Layoff, Reemployment and Contracting Out
15.1	<u>Definitions</u>
15.1.1	<b>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.</b>
15.1.2	<b>Classification: The official District title given to a class of positions and appearing on the official District class description.</b>
15.1.3	<b>Termination: Separation from District employment by resignation, retirement, discharge, death, abandonment of position, layoff, or failure to accept reassignment.</b>
15.1.4	<b>Length of Service: Refers to the period of service as a regular classified employee within one or more classifications.</b>

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- 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**

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

In the event of an employee having the option of exercising their displacement rights, the following displacement procedure will clarify the language in 15.5 and be applied as the displacement procedure. The steps will be taken in numerical order.

- 15.5.1 An employee whose position is eliminated or reduced shall first be placed in a vacant position with an equal assignment in the same classification when compared with the employee's current position.
- 15.5.2 If the previous option is unavailable, the employee shall be placed in a vacant position that has additional assigned time in the same classification when compared with the employee's current position.
- 15.5.3 If the previous option is unavailable, the employee shall have the right to displace the least senior employee in the same classification whose assignment is equal in hours per day and days per work year.
- 15.5.4 If the previous option is unavailable, the employee shall have the right to displace the least senior of the less senior employees in their classification whose assignment most closely approximates the employee's own hours per day and days per work year. This assignment may hold more hours or fewer hours than the employee's current position. If there are two positions in option 4 above, whose hours equally approximate the employee's current position, one with more hours and one with less, the employee will have the right to the position held by the least senior employee regardless of the number of hours of the position.
- 15.5.5 If the previous option results in the elimination of the employee's current Health and Welfare benefits, as an alternative, the employee shall also have the option of bumping into an equal or lower classification, which they previously held as a classified employee, for the purpose of non-elimination of Health and Welfare benefits. The employee will repeat the sequence of options 1-4, outlined in this rule for equal or lower classification.
- 15.6 **Reemployment**
- 15.6.1 Regular classified employees who are laid off shall be placed on the reemployment list in order of their classification seniority which shall be in reverse order of layoff. This reemployment list shall supersede the existing promotional and open eligible lists for the classification and shall remain in force for a period of thirty nine (39) months from effective date of layoff. An employee who accepts a reassignment involving loss of salary in lieu of layoff shall remain on the reemployment list for an additional twenty four (24) months.
- 15.6.2 A permanent employee who elects to retire in lieu of layoff, accepts a voluntary demotion, or accepts a reduction in time shall be placed on the reemployment list in accordance with Section 15.6.1 of this Article.

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**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**

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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	<u>Workload</u> Current employees will not be expected to pick up the workload of employees who are laid off or reduced in hours.
15.12	<u>Use of Volunteers</u>
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	<u>Subcontracting</u>
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	<u>Contracting-Out Review Committee</u> 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	<u>Impacts and Effects of Reduction in Hours</u>

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	<p><b>A permanent employee who elects to retire in lieu of layoff, accepts a voluntary demotion, or accepts a reduction in time shall be placed on the reemployment list in accordance with Section 15.6.1 of this Article.</b></p>
15.14.1	<p><b>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.</b></p>
15.14.2	<p><b>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.</b></p>
16	<b>PSEA Organizational Rights</b>
16.3	<p><b>PSEA shall be permitted to use the District mail services for the purpose of distributing official organizational communication to its membership.</b> Each school or appropriate work area shall designate a location for receipt of organizational materials. It shall be the responsibility of PSEA to distribute its own material to individual employees.</p>
16.4	<p><b>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.</b></p>
16.5	<p><u>Labor Relations Committee</u></p>
16.5.2	<p>The committee shall be composed of three (3) <b>representatives</b> from PSEA and three (3) representatives from <b>administration</b>. The Associate Superintendent of Personnel Support Services shall be a permanent member representing <b>administration</b>. Both the <b>administration</b> and PSEA may request the presence of non-employee consultants to attend the committee meetings.</p>
16.10	<p><u>Site Communication Committee</u></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p>
16.11	<p><b>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.</b></p>
16.12	<p><b>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</b></p>

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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.

17 Nondiscrimination

17.1 The District and **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,** 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.**

18 Conditions of Agreement

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.**

19 Transportation Department Provisions

19.3 Bus Driver Check Out Time

**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.**

20 Term of Agreement

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