Dear classified staff,

It was amazing and uplifting to see the showing of support for PSEA on our Green T-Shirt Day on October 30! The green PSEA shirts were everywhere and we were inspired to have received so many encouraging and supporting words in addition to all the pictures of PSEA classified staff. The response has been so overwhelming that we have run out of green PSEA t-shirts and have placed an order for hundreds more shirts, which will be delivered to the PSEA office next week. Need a green t-shirt? Please email [KarenBurns@PowaySEA.org](mailto:KarenBurns@PowaySEA.org) to get on the waiting list.

As your President, it is my personal and professional mission is to express and represent the voices of all 3,100 of our unit members (2,300+ contracted employees and ~800 substitute and limited term employees). This is no small feat considering PSEA represents over 240 job classifications all with different perspectives and challenges. It is for this reason that I so am encouraged at the outpouring of support and unity from our members this week.

In just three days, roughly 20% of our contracted unit members responded to PSEA’s online survey. This response rate is **twice** as high as the typical survey response rate from our members, and shows that classified employees are paying close attention to what is happening. And the overwhelming majority of employees who responded have said they are prepared to do what it takes to hold Management accountable. We will release an overview of the results once the response deadline at the end of Monday, November 1 (extended from today) has passed, so if you have not yet taken the survey, please do so at: <https://www.surveymonkey.com/r/56K7QQR>.

As we reported on October 29, negotiations for Unit I have now hit an impasse. We have one more negotiation date scheduled for Unit II on November 6, which will likely determine whether Unit II negotiations have also hit an impasse. The issues dividing the parties, which we described in detail in our [October 16](https://www.poway-psea.org/psea-negotiations-october-16-2019/) and [October 28](https://www.poway-psea.org/psea-negotiations-update-october-28-2019/) negotiations updates, remain the same: Wages (Article 14); Leaves (Article 9); Vacation (Article 7); and PSEA Rights (Article 16). And underlying these issues is a culture of disrespect by Management towards classified employees and their union which has only gotten worse under the current Administration.

In light of Management’s email Wednesday, we wanted to set the record straight as to where negotiations currently stand as we start the state-mandated “impasse procedures.” In order to do so, we felt it was important to provide detailed information. This email is long, so before you get started here are a few important points to remember:

* Compensation – PFT received a total compensation package of 4% while PSEA was only offered 3%
* While this email is long, it contains only a few examples of the disrespect and rights violations of management reported by our Members on a daily basis
* Check our website next week for a simplified graph of negotiations articles
* We have moved our PSEA meeting to Wednesday, November 13 at 4:45pm. We realize there is a lot of information out there and we encourage you to attend, voice your feedback and ask questions.

*The details….*

**WAGES**

Just recently, Management agreed to give PFT a 3% wage increase, plus a two-day reduction in work year with no loss in compensation (which equals a 1% increase in compensation). Meanwhile, Management has offered a 3% wage increase, but refuses to either provide classified employees with an equivalent 1% more in salary or the same reduction in work year with no loss in compensation.

It is important to keep in mind that, in 2014-2015, the teachers received an extra 1% on their salary schedule for the two workdays they added. PSEA was not given that 1% because we didn’t add two days to the work year. Management is now eliminating those two extra work days but keeping the 1% on the PFT salary schedule, which effectively means that PFT received a total compensation package of 4% while PSEA was only offered 3%.

Why is this 1% so important to PSEA unit members?

* We know that classified employees are woefully underpaid as it is. The 2015 salary study that Management commissioned revealed that 97% of employees in Unit I are underpaid (paid less than the 50% median for comparable districts), and 100% of employees in Unit II are similarly underpaid. Meanwhile, that same study showed that management salaries start at 85% of the median for comparable jobs at comparable districts. In other words, at PUSD, classified employees are clearly underpaid while Management is clearly overpaid.
* The Personnel Commission is now two years behind in processing the [Classification Review Cycle](https://powayusd.com/en-US/Departments/Personnel-Support-Services/Employment/Classified/Classification-Review), which means that PSEA unit members continue to be underpaid relative to comparable districts. Meanwhile, the School Board continues to vote for creating new Management positions and providing raises for cabinet members and the Superintendent. In addition to the regular Classification Review Cycle, there are several reclassification requests that have not been completed, some going back 8 years. Under the current rules, if an employee is within two years of their job being reviewed under the regular Classification Cycle, the Commission will not accept the request. Many of you are aware, that the Superintendent put forward a request for the Director of Communications (a classified position) to receive a pay increase of $32,795.73 at the [Personnel Commission Meeting on August 5, 2019 (page 66).](https://www.powayusd.com/PUSD/media/PSS/personnelCommission/2019/Packet/PC-Meeting-Packet-08-05-19.pdf) This position is scheduled to be reviewed within two years and yet it was taken out of turn. In addition, the increase was not related to a “reclassification” meaning there were no added job duties which would qualify for working out of classification leading to receiving additional pay. Simply put, the Superintendent just wanted to pay this position more because it is an important position. The position increase was then approved by the Board of Education on August , although it is important to note the fiscal impact on the [August 2019 Board agenda](https://powayusd.com/PUSD/media/Board-Images/BoardAgendas/2019/08-08-2019-Board-Agenda.pdf) (page 71) was only noted as $4,111.15 and yet the actual budget notes an increase of $13,673 for that position.
* Recently, under the direction of an Associate Superintendent, a form was sent out to classified staff members asking them to waive their rights to travel and conference reimbursement in “an effort to significantly reduce our District expenditures related to travel and conference.” This form would include waiving reimbursement to “attend conference, workshop, and/or professional development training opportunities and to waive various levels of District reimbursement for the training.” The request also stated, “Leadership will also submit these forms for conferences they are scheduled to attend.” It is appalling that an Associate Superintendent would ask the lowest paid employees to waive reimbursement rights when, under Board Policy 4.404.2, management receives automatically paid monthly stipends for mileage reimbursement and, under Board Policy E3350 (a) management receives an automatically paid monthly stipend for business expenses. An Associate Superintendent receives an extra $437 for mileage plus $129 for miscellaneous business expenses each month in addition to their regular pay ([click here to see the 2018 salaries and total compensation](https://transparentcalifornia.com/salaries/search/?a=school-districts%2Fsan-diego%2Fpoway-unified&q=superintendent&y=2018) for PUSD Superintendent and Associate Superintendents, keep in mind there have been salary increases for all Associate Superintendents and Superintendent since this report). PSEA is also aware of several expenditures on District credit cards by cabinet members for miscellaneous conference expenses such as meals, registration and parking – the same items they asked classified staff to waive reimbursement for.
* Our unit members’ low pay has led to a crisis of high turnover, which currently sits at 19% per year. This means that, for every five employees at PUSD, one of them will leave every year. This high turnover rate impacts our members’ workload and adds to the already low morale at PUSD.
* Management’s resistance to providing PSEA with this additional 1% (either on the salary schedule or in the form of paid days off), after having denied it to us in 2014/2015, breaks with the long-standing practice at PUSD of classified employees and certificated employees receiving the same compensation increase. Considering that classified employees are already the lowest paid employees at PUSD, us agreeing to forego this 1% increase would set a dangerous precedent and would lead to classified employees falling even further behind financially
* While 3% is something we all look forward to, PSEA unit members must ask themselves if we are willing to set a precedent to accept less compensation than our certificated brothers and sisters going forward.

We must also point out that the structure of raises offered was .5% for the 2018-2019 school year, 1% beginning on July 1, 2019 and 1.5% beginning January 2020. Prior to going to impasse, the Director of Payroll informed PSEA that we would not likely see the entire pay for several months due to the manual work that must be performed. If PSEA and the District did reach a tentative agreement last week, it would have taken over a month to have the contract ratified by our Members and then voted on by the Board of Education at a monthly meeting. The Payroll deadline for payout in December is November 22. It would not have been possible to meet that deadline, not to mention it’s not likely the Payroll staff would have the extra time to input our raises given their regular workload. If it truly was in Management’s interest to give PSEA members a raise in time for the holidays, then Management would have proposed similar compensation to what was agreed upon with PFT in August.

**LEAVES**

PSEA has proposed that all classified employees have the right to use some of *their own* accrued sick leave to care for seriously ill family members. Management, meanwhile, is insisting that only those classified employees who work 1,250 hours or more in a year be able to access their own accrued sick leave for family care purposes – a proposal that would **exclude 75% of classified employees** from this benefit (for example, it would exclude all 9.5 month employees who work less than 7 hours/day). To make matters worse, Management is also insisting that this remaining 25% of classified employees only be able to use “excess sick leave” (leave in excess of one year’s accrual) for family care purposes, further reducing the number of employees who would be able to access their own leave for family care purposes.

PSEA has also proposed that the definition of “family” for purposes of family care leave be updated to match the definition of “family” used for bereavement leave. This broader definition of “family” which PSEA is proposing is consistent with what the Agreement already defines as “family” for Personal Necessity Leave, Short-Term Uncompensated Leave, and Catastrophic Leave – and consistent with how state law defines “family” for purposes of Paid Sick Leave under AB 1522. Management, meanwhile, continues to insist on limiting the definition of “family” for purposes of family care leave to parents, children, spouses and domestic partners – a definition which excludes siblings, grandchildren and grandparents.

**VACATION**

Management is proposing to delay the payout of mandated vacation days (beyond the 10 days “baked in” to employees’ wages) for employees working less than 12 months from November of each school year until June of each school year. PSEA has indicated that it is open to such a move, but only if Management agrees to some mechanism by which **employees can choose** to use those vacation days at another time rather than having them cashed out at the end of the school year. PSEA has proposed two different mechanisms for doing so, but Management has flatly refused to consider them, and is insisting on its proposal.

**PSEA RIGHTS**

PSEA has proposed Management extend to PSEA a similar benefit which it has granted to PFT for over a decade – namely full time release time for PSEA staff members, pursuant to a reimbursement formula. This benefit has allowed PFT to develop a culture of collaboration with every department at PUSD in their day to day work, allowing PFT to best serve their members, and students. Many of our Members are surprised to hear that PSEA Representatives do not receive any compensation other than the pay they received in their former position along with their former work year parameters. We currently have two PSEA representatives on full-time release from their regular positions. Any benefit the District would have provided to PSEA (as they already do for PFT) would have been to add an additional representative to support the workplace concerns, rights violations and labor needs of our members in a more dedicated and timely fashion than what we are currently able to do with two people.

Management rejected PSEA’s proposal outright, telling PSEA that Management is philosophically opposed to the very notion of providing PSEA with a similar benefit to PFT. On October 28, in an effort to break the deadlock in negotiations, PSEA revised its proposal to reduce the amount of release time request and to provide a funding mechanism so that this benefit would not impact the District’s general fund. PSEA’s proposal was consistent with what Management had previously (in early September) indicated was its interest in negotiations – repurposing existing funds so as to ensure no further impact to the District’s general fund. To be clear, we did not ask for the District to fund paying the salaries of three full- time union staff members to be released to conduct union business. Management, however, rejected PSEA’s proposal out of hand.

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On Monday, I received a text message from a wise friend, colleague, mother and community member as she, too, is one that has expressed frustration with the current pay, staffing level and lack of support from management. In her words, “there’s a CLEAR bias that the employees worthy are those with advanced degrees and certification. What message does this send?” As employees, we strive every day to treat all students and community members with respect. Shouldn’t District management do the same?

While we have a dispute in four areas of the contract, what is clear to me from classified employees is that we want the compensation and respect that we deserve. Your voices are what lead us. We are moving our next **PSEA Meeting to Wednesday, November 13th at 4:45pm.** We encourage all Members to attend and voice their feedback and questions.

In the coming weeks, we will be releasing additional information to classified employees about potential next steps, and about ways in which you can show your support for PSEA.

Now, more than ever, our ability to win improvements for classified employees depends on having an active and engaged membership. If you have not yet signed a PSEA membership card, please complete the attached Membership Application and send to the PSEA office.

In unity,

Courtney Martin

PSEA President

*Your PSEA Negotiations Teams:*

*Unit I*

*Doug Crooks*

*Yoenda Dornan*

*Linda Farmer*

*Courtney Martin*

*Diane Zimmermann*

*Unit II*

*Phil Benedict*

*Sandie Garrett*

*George Haughelstine*

*Courtney Martin*