

TA JD. 8/15/22
LR. 8/18/22

2022 Successor Contract Negotiations Roadmap Proposal

1. The duration of the successor contract will be for one-year, from July 1, 2022, through June 30, 2023.
2. The Parties have previously TA'd the following Articles:
 - a. Article 1 – Units I and II (PSEA #1, dated 6/14/22)
 - b. Article 2 – Unit II (PSEA #2, dated 4/26/22)
 - c. Article 4 – Units I and II (PUSD #2, dated 5/24/22)
 - d. Article 10 – Unit I (PUSD #4, dated 6/1/22)
 - e. Article 11 – Unit II (PUSD #4, dated 6/1/22)
 - f. Article 18 – Unit I (PSEA #1, dated 4/6/22)
3. The Parties agree to the following additional TAs to conclude 2022-2023 negotiations:
 - a. Article 5 – Units I and II (PSEA #1, dated 6/29/22)
 - b. Article 6 – Units I and II (PUSD #4, dated 6/27/22)
 - c. Article 9 – Units I and II (PUSD #3, dated 6/27/22)
 - d. Article 10 – Unit II (PSEA #5, dated 6/1/22)
 - e. Article 11 – Unit I (PUSD #5, dated 6/30/22)
 - f. Article 14 – Units I and II (PUSD #4, dated 6/30/22)
 - g. Article 15 – Units I and II (PUSD #2, dated 6/29/22)
 - h. Article 20 – Unit II (PUSD #1, dated 6/14/22)
 - i. Article 22 – Unit I (PUSD #1, dated 6/14/22)
4. In addition to those articles that have already been withdrawn during these negotiations, the Parties agree to mutually withdraw all remaining articles in their respective initial proposals that have not yet been opened by the end of the June 30, 2022 negotiation session, and further agree to maintain current contract language for these remaining articles.
5. The District shall implement the 5% across-the-board increase no later than the September 2022 pay warrant and shall pay the retro no later than the December 2022 pay warrant.
6. Parties agree to promptly commence negotiations for 2023 successor contract negotiations pursuant to the following timeframe:
 - a. In mid-September 2022, a subcommittee consisting of District representatives and PSEA representatives shall meet with the outside consultant to review and discuss the external salary study in preparation for successor negotiations.
 - b. On or about November 1, 2022, PSEA will present to the District its initial proposals for the successor agreement to be sunshined at the regularly scheduled November 2022 or December 2022 Board meeting.
 - c. The District will sunshine its initial proposals for the successor agreement and complete the sunshining process no later than the regularly scheduled December 2022 Board meeting.

District #3 to PSEA #2 for PSEA Units I and II
June 30, 2022

- d. The parties will commence successor negotiations in or about mid-January 2023 after the Governor's January budget proposal is released.

TA JAG 6/27/2022
PR 6/30/22

ARTICLE 1
DEFINITION OF TERMS

1.1 Definitions

- 1.1.1 "The Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 1.1.2 "Board" as used herein is the Board of Education of the Poway Unified School District.
- 1.1.3 "PSEA" means 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 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 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, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546 of the Act, and procedures for processing grievances 3548.5, 3548.6, 3548.7, and 3548.8 of the Act, and other mandatory subjects of bargaining required by binding court and/or California Public Employment Relations Board (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 (6) months" as it relates to "probationary period", to be defined as six (6) months or 130 days of paid service whichever is longer.

UNIT II
PSEA #1
June 14, 2022

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

- 1.1.11 "Regular, Full-Time Employee" is defined as a member of the Unit who is assigned to work eight (8) hours a day for the annual number of work days specified in Article 5.
- 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 "Workdays" are days on which the District administrative offices are open for public business.
- 1.1.16 "Days" as used in this Agreement refer to calendar days.
- 1.1.17 Other definitions applicable to a specific article are included in the appropriate article.
- 1.1.18 All terms not defined in this Article and other articles in the Agreement shall be defined in their usual and customary sense.

TA JFD. 8/15/2022
/ER. 8/18/22

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 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 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, hours, health and welfare benefits as defined in Government Code Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the 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 January 1, 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.

2.2.2 Tentative Agreement

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

TA ~~LED~~ - 6/30/22
TA ~~DD~~ 6/30/2022

ARTICLE 4 PAYROLL DEDUCTIONS

4.1 Dues Deductions

4.1.1 Participation

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

4.1.2 Dues Deductions

Upon receiving notice from PSEA, the District shall deduct the amount of dues from the wages and salary of each PSEA member and pay that amount to PSEA.

4.1.3 RESPECT Fund (Political Action Fund)

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

4.1.4 Payment of Monies

With respect to all sums deducted by the District, the District agrees to remit such monies to PSEA through the San Diego County Office of Education. The San Diego County Office of Education is responsible for providing PSEA with ~~-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 deducted, salary subject to dues 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~~ ~~may~~ ~~shall~~ include the employee's ID number, name, work location, position title and job code number (primary and secondary), home address and telephone number, email address, birthdate, gender, service date, FTE, PSEA membership status, salary, pay status, range, step, longevity, unit designation, and contracted work year. If the San Diego County Office of Education changes the relevant

software in a manner which affects the District's ability to provide the information listed above, the parties shall enter into immediate negotiations over the impacts of such changes.

~~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.~~

4.2 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.

4.3 Indemnification

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 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 or RESPECT Fund contributions.

4.4 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.

TA *[Signature]* 6/30/22
[Signature] 6/30/22

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 – ~~244~~ 245 workdays.

5.2 Workweek

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

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

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

5.2.4 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 PSEA and the supervisor.

5.2.4.1 The provisions of Section 5.2.4 shall be inapplicable to work schedule changes which traditionally occur during summer months or periods when school is in recess.

5.2.5 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 fifteen (15) minute break if an employee works seven (7) hours or more.

- 5.2.6 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.

5.2.7 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 eight percent (8%) increase in the Unit member's salary. However, the maximum adjustment shall be Step 6-5 of the salary schedule.

5.3 Extra Work

Opportunities for project work/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 twenty-five (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 twenty-five (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 (1) 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 (1) hour shall be assigned within the discretion of the District.

- 5.4.2 Nothing in Section 5.4 shall prevent the District from creating new full-time or part-time positions in lieu of increasing hours in existing positions.
- 5.4.3 A Unit member who has received a current overall unsatisfactory job evaluation shall not be eligible for greater assigned time as discussed in Section 5.4.1 and 5.4.4.
- 5.4.4 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. Section 5.4 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.

TA JD. 8/15/22
/80. 8/18/22

ARTICLE 6

HOLIDAYS

6.1 The following sixteen (16) holidays are recognized paid holidays by the employer during the term of this contract:

- ~~(a) Independence Day~~
- ~~(ab) New Year's Day~~
- ~~(b) Martin Luther King Day~~
- (c) Lincoln's Birthday
- (d) Washington's Birthday (Presidents' Day)
- ~~(e) One (1) day in the spring to be designated by the Superintendent~~
- ~~(f) Memorial Day~~
- ~~(g) Independence Day~~
- ~~(he) Labor Day~~
- (if) Admission Day or an alternate day designated by the Superintendent
- ~~(ig) Veteran's Day~~
- ~~(h) Memorial Day~~
- (ki) Day during the week of ~~before~~ Thanksgiving ~~(effective 2020-2021)~~
- (lj) Thanksgiving Day
- (mk) Day after Thanksgiving Day
- (nl) Christmas
- (om) Two (2) days during the winter holiday at a time designated by the Superintendent
- ~~(n) One (1) day in the spring to be designated by the Superintendent~~
- ~~(o) Martin Luther King Day~~

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

6.3 Employees who are not normally assigned to duty during the summer recess shall be paid for those holidays occurring during the summer recess (e.g., Independence Day) if they were paid for any portion of the work day immediately preceding or succeeding the summer holiday. For such employees, the number of hours of the paid holiday shall be determined by dividing the total number of hours worked by the employee in that workweek that triggered the entitlement to the paid holiday by the total number of possible workdays in the workweek. If an employee worked both the day preceding and succeeding the summer holiday, the number of hours of the paid holiday shall be determined by dividing the total number of hours worked by the employee in the workweek of the paid holiday by the total number of possible workdays in that workweek.

Unit II
Tentative Agreement

- 6.4 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 6.1. ~~Additionally, all overtime and holiday provisions of this Agreement shall be observed.~~
- 6.54 Employees shall be entitled to any paid holidays which are observed during an employee's contracted work year, provided that they are in paid status in the workweek preceding or succeeding the holiday.
- 6.6 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.
- 6.65 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.
- 6.7 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 (3) representatives serve on the District Calendar Committee for both Units I and II.
- 6.87 If an employee has a workweek which consists of less than five (5) consecutive workdays and a holiday falls on a non-scheduled workday during the workweek for such employee, the employee shall have his/her current or succeeding workweek adjusted to reflect appropriate paid time off. The appropriate number of hours of paid time off shall be determined by dividing the total number of hours in the employee's workweek by five (5) (i.e., fifteen (15) hour workweek = three (3) hours of paid time off).
- 6.9 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.
- 6.10 When a holiday listed in this Article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in this Article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 6.11 Employees required to work during any of the holidays shall be paid compensation for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half of the employee's regular rate of pay.

TA 27. 8/15/2022
for 8/18/22

ARTICLE 9 LEAVES

9.1 Sick Leave

9.1.1 Each twelve (12) month classified employee is entitled to twelve (12) days of sick leave annually, with pay, accumulative without limit, for the diagnosis, treatment, or care of their personal illness or injury and for appointments related to preventative care for themselves. Employees who are the victims of domestic violence, sexual assault or stalking are also entitled to use their accrued sick leave for the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a). The proration is one (1) 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 or shall work with Payroll to develop a repayment plan regarding the excess payout. 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 Equal Employment Opportunity Commission (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 (12) days sick leave each school year of the same length regularly worked. Should a classified employee be transferred from a day of less than maximum time to one of greater maximum time 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.

Unit II
Tentative Agreement

9.1.4 Classified employees hired for less than a full year (e.g., 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 they/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 any school year. 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 partial pay leave 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, Personnel Support Services or their 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.

9.1.8 Pursuant to Labor Code sections 233 and 246.5, employees are entitled to use sick leave for the diagnosis, treatment, or care of existing health conditions of an immediate family member as defined in Section 9.7.2, and for appointments related to preventative care for their immediate family member. For the foregoing purposes specified in Section 9.1.8, an employee may use, in any calendar year, the amount of sick leave that would accrue during six months at the employee's then current rate of entitlement pursuant to Labor Code section 233.

9.2 Industrial Accident and Illness

Unit II
Tentative Agreement

- 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 with or without restrictions that can be reasonably accommodated is required. Exceptions may be made for limited workload consistent with District needs and at the discretion of the employer.
- 9.2.3 Allowable leave shall not be accumulative from year to year.
- 9.2.4 Industrial accident or illness leave will commence on the first day of absence.
- 9.2.5 Payment of wages lost on any day shall not, when added to an award of temporary disability granted the Unit member under workers' compensation laws for the State, exceed the normal wages for the day.
- 9.2.6 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to workers' compensation proceedings. This applies to each accepted industrial injury.
- 9.2.7 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the Unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.
- 9.2.8 When entitlement to industrial accident or illness leave has been exhausted or not earned, entitlement to another sick and/or vacation leave may be used. A Unit member shall be entitled to use only so much of the available sick and/or vacation leave, which, when added to the worker's

Unit II
Tentative Agreement

compensation award, provides for a day's wage or salary for the Unit member's regular assignment.

- 9.2.9 During all paid leaves of absence, Unit members may endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The District, in turn, shall issue the Unit member appropriate salary warrants for payment of the Unit member's salary and shall deduct normal retirement, or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the Unit member for periods covered by such salary warrants.

9.3 Personal Necessity Leave

- 9.3.1 The employer will grant to each Unit employee up to ten (10) 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 ten (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 twenty (20) days Personal Necessity Leave in addition to the days specified under Article 9.3.1. Effective July 1, 2020, Unit members who are eligible for Parental Leave as described in Section 9.18 shall not be eligible to also receive these twenty (20) days of additional Personal Necessity Leave.

9.3.4 Upon exhaustion of compelling reasons leave, up to two (2) 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 forty (40) hours of Personal Necessity Leave each year for any of the following reasons:

- (a) Up to eight (8) 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) Upon notice to the supervisor, to address a child care provider or school emergency, 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, ~~they~~ he or she will be eligible to receive a maximum of five (5) days leave at fifty percent (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.

Unit II
Tentative Agreement

- 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 Judicial Leave

- 9.4.1 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.
- 9.4.2 Judicial leave, when granted pursuant to Section 9.4.1, 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.
- 9.4.3 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.
- 9.4.4 The jury duty or witness fee referred to in Section 9.4.2 shall not include amounts reimbursed for mileage, meals, or other similar reimbursements.
- 9.4.5 In the event that a Unit member is required to appear for jury duty or to appear in court pursuant to a lawful subpoena 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.
- 9.4.6 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.
- 9.4.7 With the exception of twelve (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.

9.5 Leave For Legislative Position

Unit II
Tentative Agreement

- 9.5.1 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.

9.6 Military Leave

- 9.6.1 Military leaves of absence shall be granted and compensated in accordance with all applicable state and federal laws and the provisions of this Agreement.
- 9.6.2 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 up to ten (10) personal necessity days.
- 9.6.3 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 (11) months of one-half (1/2) regular salary, which the employee would have earned during the twelve (12) month period of time following commencement of the leave.
- 9.6.4 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 thirty percent (30%) 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 twelve (12) days for the purpose of undergoing medical treatment for ~~their~~ ~~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 twelve (12) month period shall not be carried over and shall be forfeited. This leave shall be pro-rated for employees working fewer than twelve (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.

9.7 Bereavement Leave

- 9.7.1 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 ~~their~~ ~~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 parent, grandparent, grandchild, spouse, child, child-in-law, 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, Personnel Support Services or ~~their~~ ~~his/her~~ designee.

9.8 Compelling Reasons Leave

- 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 two (2) days granted under this Section, the Unit member shall receive the regular ~~daily~~ hourly rate of pay. For the third day granted under this Section, the Unit member shall receive one-half (1/2) of the regular ~~daily~~ hourly rate of pay. Unused Compelling Reasons Leave does not accumulate to subsequent years.
- 9.8.2 Eligibility for this leave requires one (1) ~~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.
- 9.8.3 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, or other matters deemed by the Unit member to be of compelling personal importance.

Unit II
Tentative Agreement

9.8.4 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. Use of this leave upon the beginning of the student school year is subject to review by the principal or immediate supervisor.

9.8.5 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.

9.9 Absence for In-District Examination & Interviews

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 Leave of Absence Without Pay

9.10.1 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 United States and the California 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.

9.10.2 Employees shall make requests pursuant to Section 9.10.1 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.

Unit II
Tentative Agreement

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

9.10.4 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.

~~9.10.5 Failure to report for duty within five (5) working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the Board. This provision is not applicable to military leave.~~

9.10.5 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.

9.11 Leave to Serve in an Exempt, Temporary, or Limited-Term Position

9.11.1 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.

9.12 Unauthorized Absence

9.12.1 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 themselves him/herself from the required duties without prior approval of their his/her principal or immediate supervisor, except as provided for in this Agreement.

9.13 Family Care Leave

- 9.13.1 A Unit member who has been employed one (1) year as a regular classified employee of the District and (except for purposes of Parental Leave described in Section 9.18) 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.
- 9.13.2 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 (see also Parental Leave at Section 9.18); leave to care for a seriously ill child, spouse, parent or registered domestic partner; leave for the employee's own serious health condition.
- 9.13.3 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.
- 9.13.4 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. Unit members with accrued sick leave in excess of one (1) year's accrual may utilize up to four (4) work weeks of their sick leave during family care leave to care for a seriously ill child, spouse, parent, or registered domestic partner. In cases involving a long-established personal relationship between a Unit member and an individual, use of accrued sick leave to care for such individual may be granted at the discretion of the Associate Superintendent, Personnel Support Services or their his/her designee.
- 9.13.5 Group health plan coverage and premium payments shall be maintained on the same basis as if the employee were in paid status.
- 9.13.6 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.

9.14 Donation of Sick Leave for Catastrophic Illness

Unit II
Tentative Agreement

- 9.14.1 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 their ~~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 they have ~~he/she has~~ exhausted all of their ~~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, Personnel Support Services or their ~~his/her~~ designee.

- 9.14.3 Governing Committee. The Governing Committee shall be composed of five (5) members:
- (a) Three (3) Unit members appointed by PSEA.
 - (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.

Unit II
Tentative Agreement

9.14.4 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 the donation.

9.14.5 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~~ twenty-five percent (25%) of ~~their~~ accumulated sick leave in any one (1) school year.

9.14.6 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.

9.14.7 Maximum number of hours in sick leave bank. The maximum number of hours which may be accumulated in the sick leave bank is 8000 hours.

9.14.8 Qualifications of Recipient

- (a) Any permanent Unit member who is, or whose family member is suffering from a catastrophic illness is eligible to apply for use of sick leave days in the catastrophic illness leave bank.
- (b) To be eligible for use of sick leave bank days, the Unit member must have exhausted all accrued paid leave credits, including all days of partially paid sick leave, vacation and other forms of paid leave.
- (c) A Unit member must use all paid leave credits that ~~they~~ 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 fifty percent (50%) of the total available leave bank, whichever is less.

Unit II
Tentative Agreement

- (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. Results of the examination will be kept confidential except to the extent necessary for the Governing Committee to determine whether the condition meets the standard for catastrophic illness.

9.14.9 Procedure

- (a) Annual solicitation by PSEA. Contributions for the catastrophic illness leave bank may be solicited by PSEA during the month of November each throughout the school year. The District shall prepare all forms which are to be used by PSEA for purposes of solicitation. Nothing herein precludes employees from contributing to the catastrophic illness leave bank at any other time of the year. ~~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.

9.14.10 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.

9.14.11 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.

9.15 Pregnancy Disability Leave

- 9.15.1 The Board shall provide leaves of absence for any Unit member of the District who is disabled from working by pregnancy, miscarriage, childbirth, or recovery therefrom. Such absence may be requested and granted in

Unit II
Tentative Agreement

accordance with the provisions of this Agreement applicable to sick leave and uncompensated leave.

9.15.2 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 for disability due to pregnancy, miscarriage, childbirth, or recovery therefrom.

9.15.3 Duration of Pregnancy Disability Leave (Sick Leave)

A pregnant Unit member shall be granted pregnancy disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery therefrom. 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.

9.15.4 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.

9.16 Short-Term Uncompensated Leave

- 9.16.1 Members of the Unit may request a Short-Term Uncompensated Leave of absence for a period not to exceed ten (10) days.
- 9.16.2 Any Unit member wishing to take Short-Term Uncompensated Leave shall obtain prior approval from the principal or immediate supervisor.
- 9.16.3 For personal hardship or health reasons, the Superintendent may grant up to thirty (30) duty days of uncompensated leave from the Unit member.

Unit II
Tentative Agreement

9.16.4 Leave for the birth or adoption of the employee's child, the placement of a foster child with the employee, to the extent the employee is not eligible for paid Parental Leave, 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.

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

9.18 Parental Leave for Child Bonding/Child Care

9.18.1 Pursuant to Education Code Section 45196.1, when a Unit member takes parental (child bonding) leave under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA) and pursuant to Section 9.13.1, ~~they he or she~~ may use up to twelve (12) work weeks of fifty percent (50%) partial pay of ~~their his or her~~ regular salary earned and available under the sick leave provisions of this Agreement, concurrently with the unpaid FMLA and/or CFRA leave entitlement. The twelve (12) work week partial pay shall be reduced by any period of sick leave, including accumulated sick leave taken during a period of parental leave pursuant to CFRA (Government Code Section 12945.2).

9.18.2 For purposes of this Section, "parental leave" means Child Bonding or Child Care Leave within the first twelve (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.

9.18.3 A Unit member shall not be provided more than one twelve (12) week period of parental leave per maternity or paternity leave. If a school year terminates before the twelve (12) week period is exhausted, the Unit member may take the balance of the twelve (12) week period in the subsequent school year.

Unit II
Tentative Agreement

- 9.18.4 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.
- 9.18.5 A Unit member must have been employed at least twelve (12) months to qualify for the benefits under this Section. A Unit member need not work any minimum number of hours to be eligible for parental leave under this Section.
- 9.18.6 When both parents of the child are employed by the District, they may each take twelve (12) work weeks of Child Bonding or Child Care Leave.
- 9.18.7 The minimum duration of the leave shall be for two (2) weeks. However, the District shall grant a request for a leave of less than two (2) weeks duration on any two occasions and may grant requests for additional occasions of leave lasting less than two (2) weeks.
- 9.19 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. PSEA shall receive copies of any written notices sent to employees concerning the abandonment of their position. A termination pursuant to this section shall be subject to the same procedures as any other dismissal for cause. This provision is not applicable to military leave.

TA J.D. 8/15/22
R.R. 8/18/22

**ARTICLE 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 of 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 June 30. Unit members shall be notified of the upcoming expiration of their transfer requests by May 30, and shall be given the option of renewing their requests for the following academic year. Failure to notify a Unit member of the upcoming expiration of their transfer request will result in the automatic renewal of the transfer request for the following academic year.
Acknowledgment and approval by the employee's current supervisor shall not be required to request a transfer.

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~~ Outside applicants will be employed for positions only after District employees who have filed transfer requests have been considered for transfer. 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) Seniority within the classification.
- ~~(f) Affirmative action considerations.~~

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

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.

10.5 Involuntary Reassignment: An involuntary reassignment may be requested by the Unit member's principal or department head when they deem a reassignment would be in the best interest of the Unit member or the District. Before any

Unit II
Tentative Agreement

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 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, Personnel Support Services to discuss the proposed reassignment. Involuntary reassignments shall not be arbitrary or capricious.

10.6 Temporary Reassignment Pool

For the Custodian and Food Services classifications, the District may create a temporary reassignment pool of employees who are willing to be temporarily assigned to a different work location to cover an absence or staffing shortage not to exceed seven (7) workdays. Such employees who have volunteered to be in the pool will be offered opportunities to temporarily work at a different work location on a rotating basis in order of classification seniority. Such employees who accept an offer to work at a different work location will be paid a daily stipend of \$25 in addition to their regular salary for each day they agree to work at another site. If the hours they work at another site exceed their regular daily hours, they shall be paid for their actual hours worked, in addition to the daily stipend.

10.7 Nothing herein precludes PSEA and PUSD from mutually agreeing to shorten or waive any time limits contained in this Article.

TA 8-8. 8/15/2022
FSD. 8/18/22

ARTICLE 11 EVALUATION PROCEDURES

- 11.1 The District shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluations known to the employee. Upon request by either party regarding evaluation forms, the District and PSEA shall form a joint committee which shall review and adjust the current evaluation procedures and forms as needed. The joint committee shall be formed within thirty (30) days of the request and if the committee reaches unanimous agreement on the proposed changes to evaluation forms, then the committee's decision shall be final and binding on the District and PSEA. If the committee does not reach unanimous agreement on the proposed changes to evaluation forms, then the proposed changes shall be referred to the District and PSEA negotiating teams for negotiations. ~~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 service on Step 5 of the salary schedule ~~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. Such unscheduled performance evaluations may be made when an employee's job performance has deteriorated since the last regularly scheduled performance evaluation. Notice of the evaluation conference shall be given by the supervisor to employee, and shall include the date and time of the conference, and notice of 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.

UNIT II

District #4 to PSEA #3

June 1, 2022

- 11.6 An employee who is promoted shall serve a probationary period of six (6) 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.

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

11.8 Procedures to be followed:

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

- 11.8.2 During the evaluation period, both the employee and the evaluator will take an active role in assessing the progress achieved in meeting the established job targets (goals and objectives). Periodic conferences should be held where necessary. Both 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-their performance, and to provide recommendation(s) regarding performance goals. If necessary, "performance counseling" procedures should be implemented.

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

UNIT II

District #4 to PSEA #3

June 1, 2022

but shall signify that ~~he/she has~~ they have 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.

- 11.8.5 Each evaluation shall reflect the judgment and review of the evaluator. The evaluator may seek input from other employees who have a direct working relationship with the employee to be evaluated. Any category evaluated as "Needs Improvement" or "Unsatisfactory" shall include written recommendations for correction unless the District intends to commence dismissal proceedings.

11.9 Appeals of Evaluations:

- 11.9.1 Where the employee disagrees in part, or totally, with a Performance Evaluation report, ~~he/she~~ they shall have the right to submit a written, signed rebuttal to the report which shall be attached to the evaluation report and included in the employee's permanent personnel file.

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

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

TA 28. 8/15/2022
f8R. 8/18/22

ARTICLE 14 WAGES

14.1 Salary Schedule

Effective July 1, ~~2022-2018~~, all ~~2018-2019~~ PSEA Salary Schedules will be increased by a total of 5.0%.

Effective January 1, 2023, a Step 6 column shall be added to all PSEA Salary Schedules, which equates to a 5.0% increase from Step 5.

~~Effective July 1, 2019, all 2019-2020 Salary Schedules will be increased by a total of 1.0%.~~

~~Effective January 1, 2020, all 2019-2020 Salary Schedules will be increased by a total of 1.5%.~~

~~If the 2019-2020 Salary Schedule for any other bargaining unit is increased by more than 2.5%, the parties will reopen negotiations regarding 2019-2020 salaries and other articles identified by the parties. If any other bargaining Unit for 2022-2023 receives an across-the-board salary increase exceeding 5.0%, then all PSEA Salary Schedules will similarly be increased by the difference between 5.0% and any higher wage increase to any other bargaining Unit.~~

~~All contracted Unit II members are eligible to receive a one-time off schedule payment of 1% for all contracted unit members employed as of the date this agreement was ratified by the Governing Board. This one-time payment will be calculated based on their regular earnings for 2019-2020, less overtime, summer work and stipends, and paid by December 2020. Said 1% shall be pro-rated for part-time members.~~

~~Effective July 1, 2021, all PSEA Salary Scheduled will be increased by a total of 4.0%.~~

~~If the 2021-2022 Salary Schedule for any other bargaining Unit is increased by more than 4.0%, then all PSEA Salary Schedules will similarly be increased by the difference between 4.0% and any higher wage increase given to any other bargaining unit.~~

~~Effective January 1, 2022, all Unit II Classifications will be moved to the Group 075 Salary Schedule.~~

~~Effective January 1, 2022, the following classification will be assigned to Range 17 of the Group 075 Salary Schedule: Food and Nutrition Assistant I; and only Step 1 of Range 17 shall be increased to \$15.00 per hour.~~

Unit II
Tentative Agreement

~~Effective January 1, 2022 the following classification will be assigned to Range 18 of the Group 075 Salary Schedule: Food and Nutrition Assistant II.~~

~~Effective January 1, 2022 the following classification will be assigned to Range 20 of the Group 075 Salary Schedule: Food and Nutrition Assistant III.~~

14.2 Longevity Pay

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

- (a) A total of 1 1/2 percent after seven and a half (7.5) years with the employer;
- (b) A total of 3 percent after ten (10) years with the employer;
- (c) A total of 4 1/2 percent after twelve and a half (12.5) years with the employer;
- (d) A total of 6 percent after fifteen (15) years with the employer;
- (e) A total of 7 1/2 percent after seventeen and a half (17.5) years with the employer;
- (f) A total of 9 percent after twenty (20) years with the employer;
- (g) A total of 10 1/2 percent after twenty-two and a half (22.5) years with the employer;
- (h) A total of 12 percent after twenty-five (25) years with the employer;
- (i) A total of 13 1/2 percent after twenty-seven and a half (27.5) years with the employer, and
- (j) A total of 15 percent after thirty (30) years with the employer.

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

14.3 Increase Following Promotion

~~14.2.3~~ An employee who is promoted to a classification allocated to a range with a higher maximum salary shall be placed on the step of that range which most closely approximates eight percent (8%) in amount above the employee's salary prior to promotion exclusive of special pay additives.

14.43 Night Differential

14.43.1 A night differential of five percent (5%) is established to compensate for all shifts that have fifty percent (50%) or more work between the hours of 5 p.m. and 8 a.m.

14.43.2 It is understood that anyone receiving time and one-half (1 1/2) from ~~their his/her~~ regularly scheduled working hours will not be compensated for the night differential percentage.

14.43.3 In addition, any regularly scheduled employee whose job performance constitutes more than fifty percent (50%) of ~~their his/her~~ time between the hours of 5 p.m. and 8 a.m. in a regular month will be compensated with a night differential.

14.54 Range Increases

The Board may increase the salary range for any classification in the Unit after consulting with the Exclusive Representative.

~~14.5 Wages Section Retirement Related Benefits~~

~~The District and employee contribution rate for Public Agency Retirement System will be 3.75%. The District agrees to pay any increase in "individual participant service fee" that occurs within five (5) years of January 1, 1992.~~

14.6 Assignment Out of County

Except for employees covered by Section 19.4 any employee who, because of a work assignment out of county, is required to have meals away from the District or is required to be lodged away from home, shall be reimbursed for the actual and necessary costs as predetermined by the employer. Every effort will be made to process claims as soon as possible after receipt from claimant.

14.7 Pay Options

Unit members with a work year of less than eleven and one-half (11 1/2) months will receive eleven (11) equal pay warrants.

14.8 Uniforms

The District and the Union have developed a detailed Side Letter of Agreement regarding uniforms, safety glasses and related matters. Copies of the Side Letter of Agreement shall be distributed with copies of the Agreement.

Unit II
Tentative Agreement

14.9 Public Agency Retirement System (PARS)

14.9.1 The District contribution rate for individuals covered by PARS shall be 3.75%. The employee contribution rate shall be 3.75%.

~~14.9.2 The District agrees to pay any increase in the individual participant service fee that occurs within five (5) years of January 1, 1992.~~

14.9.2 9-3 Any changes in the plan or fees will cause automatic reopening of negotiations of the provisions of 14.109 of this Agreement.

14.10 Mileage

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

Employees required to travel to more than one site to complete a single assignment on the same day shall be reimbursed for mileage for all actual miles driven at the Board approved rate, not less than the IRS approved rate, and shall be in paid status during the period of required travel. Neither an employee's break nor lunch period shall be allocated as travel time.

14.11 Reclassification Implementation

Reclassification Study to be implemented as follows:

- (a) Positions to be placed on recommended ranges at step which most closely approximates, but is not less than, employee's current salary.
- (b) Implementation upon approval of the Board.
- (c) Incumbent employees in positions with job description modification will be "grandfathered."

14.12 Overtime

Except as indicated in 19.4 of this Agreement, overtime is defined as all directed work by a Unit member in a paid status, in excess of eight (8) hours per day worked either before or after the regular assigned shift or in excess of forty (40) hours per workweek.

14.12.1 Compensation for overtime work shall be at the rate of one and one-half (1-1/2) times the Unit member's regular hourly rate. Time and one-half

Unit II
Tentative Agreement

(1-1/2) will be paid for all hours worked on the sixth consecutive day and double time will be paid for all hours worked on the seventh consecutive day.

- 14.12.2 When employees are required to work on a regularly scheduled day off, they shall receive time and one-half (1-1/2) their regular rate of pay and be guaranteed a minimum of three (3) hours work.
- 14.12.3 Employees who are required to work on a holiday shall receive regular pay for the holiday plus time and one half (1-1/2) for hours worked during the holiday and are guaranteed a minimum of three (3) hours work.
- 14.12.4 Compensatory time off may be substituted for overtime pay upon the request of the employee and the approval of the supervisor. Such time off to be computed at the rate of time and one-half (1-1/2) times the number of hours worked as overtime. Such compensatory time off shall be granted within twelve (12) calendar months following the month in which overtime was worked and without impairing the services rendered by the District.
- 14.12.5 Overtime work at a particular site which is scheduled on a regular and continuing basis, whether weekly, biweekly or monthly, shall first be offered on a rotating basis to Unit members at the particular site who desire overtime work.
- 14.12.6 Additional overtime work, which is not filled under the provisions of Section 14.12.5, shall be dispensed to Unit members who have placed themselves on a departmental overtime list. Any overtime work by a Unit member shall affect their ~~his/her~~ standing on the departmental overtime list.
- 14.12.7 Procedures, which relate to the use of overtime eligibility lists, shall be developed in accordance with the provisions contained in Article 16.5.
- 14.12.8 Nothing in this Article shall restrict the right of management to assign overtime work outside any established rotational system when the overtime work requires particular expertise or special knowledge on the part of an employee (i.e. particular equipment operation, maintenance or a specific familiarity with project, etc.).
- 14.12.9 An employee who has received a current overall unsatisfactory job evaluation shall not be eligible for overtime work.
- 14.12.10 "Call back time" is defined as that time wherein an employee is requested to return to work after having completed an eight (8) hour day.

Unit II
Tentative Agreement

Persons called back shall be paid a minimum of three (3) hours at time and one-half (1-1/2) times the rate of pay.

14.12.11 Except in unforeseen circumstances, Unit members shall be given 24 hours advance notice of overtime work.

14.12.12 Sections 14.12.1 – 14.12.8 are inapplicable to bus drivers.

14.13 Education Financial Incentive Program

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

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

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

14.13.2 Eligible Courses, Training and "Other" Opportunities

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

Unit II
Tentative Agreement

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

14.13.3 Approval Process

- 14.13.3.1 A PSEA-wide Education Financial Incentive Committee (Committee) will be created to review employee requests for financial and/or scholarship support for professional development. The Committee will be comprised of three (3) representatives from the administration and four (4) representatives from PSEA.
- 14.13.3.2 In advance of each school year, the Financial Incentive Committee will establish three (3) submission deadlines for requests to be reviewed and considered.
- 14.13.3.3 An employee must submit a request for financial incentive support on District form LSS-21, Education Financial Incentive for Classified Employees Request for Reimbursement, to the Financial Incentive Committee prior to the class, course, workshop or "other" type of program. Requests submitted for course/training that occurred prior to the current fiscal school year will not be considered.

Unit II
Tentative Agreement

14.13.3.4 Three (3) members of the Committee constitute a quorum. Awards shall be decided by simple majority of the quorum. Decisions made by the Committee are final and not subject to appeal.

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

14.13.4 Budget

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

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

- Employee Eligibility: ~~Four (4) Six (6)~~ criteria outlined for employee eligibility. If all ~~four (4) six (6)~~ are met, then employee is eligible and is scored one (1) point.
- Course/Workshop Eligibility: Six (6) criteria outlined for course/workshop eligibility. If all six (6) are met, then course/workshop is eligible and is scored one (1) point.
- Timeliness of Submission: All applications will be date/time stamped and, if received by the designated cut-off date, application is considered eligible and will be scored one (1) point.

14.14 Professional Learning Program (PLP)

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

14.14.1 Professional Learning Program Budget

~~The District's contribution to Professional Learning Program for 2019-2020 shall be \$276,000 for Unit I and Unit II combined. For the 2020-2021 and 2021-2022 academic years, the District's obligation to contribute funds to the Professional Learning Program shall be waived.~~ Beginning with the 2022-2023 school year, the District will contribute on an annual basis \$250,000 between Units I and II combined to fund the Professional Learning Program described in this Article. Any unused

funds shall be carried over to the following year. When invoicing the District, PSEA shall also provide the District with documentation regarding how the PLP funds were used. Any failure to provide the backup documentation may result in a delay with processing any invoice from PSEA until such documentation is provided.

14.14.2 Professional Learning Advisory Board

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

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

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

PSEA representatives on the Advisory Board shall receive a stipend of \$500 per year (paid tenthly) from the Professional Learning Program Budget for participating on the Advisory Board.

14.14.3 Professional Learning Coordinator

The Professional Learning Coordinator shall coordinate and manage the Professional Learning Program for Unit I and Unit II combined. The Coordinator shall be a PSEA Unit member, selected by PSEA, who shall be on a leave of absence from his or her Unit position while serving as Coordinator. The cost of the leave of absence shall be paid for from the joint Professional Learning Program budget, up to a maximum of \$75,000/year. This amount shall include payment of statutory benefits

Unit II
Tentative Agreement

and District health and welfare benefits. The maximum leave of absence amount shall be adjusted annually by the amount of any increases to the PSEA salary schedule. The Coordinator shall be designated by PSEA prior to the start of the school year, unless a mid-year vacancy in the position requires a designation during the school year.

14.14.4 Classified Learning Cooperative (CLC)

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

Unit members shall receive \$75 per CLC point in special compensation.

Records verifying earned points must be submitted by the Professional Learning Coordinator to Payroll by the monthly deadline in order for the employee to receive the special compensation on the following month's pay warrant.

It is the intent of the parties that the special compensation referred to above shall be PERS creditable, to the extent permitted by law.

The cost of the CLC Program shall be paid for out of the Professional Learning Program budget.

In the event it is determined that the cost of the Professional Learning Program (PLP) exceeds available program reserves and the District's annual contribution, the parties agree that PLP Advisory Board shall bring program costs within available funding resources. The District and PSEA agree to meet and negotiate regarding options to achieve this goal.

14.14.5 Professional Partner Program

The Advisory Board shall develop, and the Coordinator shall implement and coordinate, a Professional Partner Program. The Advisory Board shall develop criteria for the selection of PSEA Unit members as Professional Partners, and shall select up to ~~five (5)~~ twelve (12) PSEA Unit members per year between Unit I and Unit II to serve as Professional Partners.

Professional Partners shall be tasked with assisting new hires and promotional probationary employees in succeeding at their new positions. Professional Partners shall be provided up to fifty (50) hours of release time or ten (10) release days, whichever amount is less annually during their scheduled work day to meet with new hires and

Unit II
Tentative Agreement

promotional probationary employees as needed. The scheduling of the release time must be mutually agreed upon by the employee and the employee's supervisor. Such approval shall not be unreasonably denied.

The cost of release time substitutes, if any, shall be reimbursed to the District from the Professional Learning Program budget.

Professional Partners shall receive a stipend of \$1,000 per year (tenthly) from the Professional Learning Program budget for serving as Professional Partners.

14.14.6 Cost Controls

The Coordinator of the Professional Learning Program shall be responsible for maintaining the program budget. Monthly, the District will provide a budget printout to the Coordinator.

The continuation of the Professional Learning Program is expressly contingent upon working within the income and expenditures of the Professional Learning Program budget.

14.15 Professional Growth Days

Two (2) non-student work days per year shall be designated as Professional Growth Days. These days shall occur in September and January. All PSEA Unit members shall be required to attend the designated Professional Growth Days. Activities for these days shall be developed by the Professional Learning Advisory Board (14.14.2).

14.16 Classification Review Cycle

The District will commit to fund the Personnel Commission's recommended Unit II salary adjustments for the remaining Cycles 3 through 6 of the classification review process, up to a maximum of \$1.3 million ongoing across Units I and II ~~if both Units ratify their 2021-22 reopener agreements (or if only one Unit ratifies its agreement, the District will only commit to fund that Unit's pro-rata share of the \$1.3 million ongoing cap, which is 70% for Unit I and 30% for Unit II).~~ The parties reasonably believe that the Personnel Commission's recommendations will not exceed the foregoing cap; however, if those recommendations exceed the foregoing cap, the District commits to increase the cap by \$1,000,000 for a total of \$2.3 million ongoing across Units I and II to fund the recommended salary adjustments for the remaining Cycles 3 through 6 of the classification review process. In the event the salary recommendations exceed the \$2.3 million ongoing cap, the parties agree to promptly negotiate how to fund the salary recommendations in excess of the cap.

Unit II
Tentative Agreement

Similar to what occurred for the recently-concluded Cycle 2 classification review, the Parties agree that the remaining 4 cycles of the Personnel Commission's classification reviews will focus on internal alignment review only. ~~If the Parties approve and ratify the 2021-22 reopener agreement by December 17, 2021, then the following will occur:~~ In or about February 2022, the District Board of Education will issue an RFP and/or hire a consultant to perform an external salary study for all represented classified positions at the District, with the external salary study to be completed in or about June 2022. The parties agree to use the external salary study as data points during their next round of negotiations following the completion of the external salary study.

Regarding the Personnel Commission's recommended Units I and II salary adjustments for Cycle 3 of the classification review process, the District agrees, on a one-time basis only, to implement such salary adjustments with a retroactive effective date of August 1, 2022. This one-time agreement regarding retroactive implementation does not establish a precedent or binding past practice, and shall not be used or referred to in any way as creating a precedent or past practice. Employees must still be employed with the District as of the Board approval date of the recommended salary adjustments for Cycle 3 in order to receive the retroactive salary payment for Cycle 3.

Cycle 4 of the classification review process will occur as scheduled during the 2022-23 school year, with a target implementation date for any recommended salary adjustments to be effective July 1, 2023.

On a one-time basis only, the Personnel Commission will accelerate the classification review process for the remaining Cycles 5 and 6, with a target implementation date for any recommended salary adjustments to be effective July 1, 2023. This one-time acceleration of Cycles 5 and 6 of the classification review process does not establish a precedent or binding past practice, and shall not be used or referred to in any way as creating a precedent or past practice.

The implementation of the recommended salary adjustments are subject to the terms of the \$2.3 million ongoing cap discussed above. ~~If there any funds from the \$2.3 million cap remaining after implementation of the above recommended salary adjustments, then any such remaining funds will be provided to PSEA in the form of compensation as negotiated between the parties.~~

14.17 To the extent the effective dates in this Article are inconsistent with the expiration date set forth in Article 20, the effective dates in this Article are controlling over Article 20.

TA JGR. 6/30/22
J.G.D. 6/30/22

ARTICLE 15

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 their ~~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 and Notice of Layoffs and Reductions in Hours

Consistent with Education Code section 45117, Employees to be laid off or reduced in hours shall be given written notice of layoff or reduction in hours no later than March 15 that the employee's services will not be required for the ensuing year due to lack of work or lack of funds, 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 therefore.

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.

15.3.1 A classified employee may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the layoff notice, on or before a date specified in the layoff notice to the employee, which shall not be less than seven days after the date on which the layoff notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, the employee's failure to do so shall constitute a waiver of the employee's right to a hearing. If an employee timely requests a hearing, the hearing process will occur pursuant to Education Code section 45117.

15.3.2 Written layoff notices shall state that it has been recommended that the notice be given to the employee, state the reasons that the employee's services will not be required for the ensuing year, inform the employee of the employee's displacement rights, if any, and reemployment rights, and advise the employee of their right to request a hearing.

15.3.3 Notwithstanding sections 15.3, 15.3.1 and 15.3.2 above, employees to be laid off or reduced in hours as a result of the expiration of a specially funded program shall be given written notice not less than sixty (60) calendar days prior to the effective date of their layoff or reduction in hours, pursuant to Education Code section 45117(g). The written notice shall include the reason for the layoff, any displacement rights, and any reemployment rights. Classified employees subject to layoff or reduction in hours due to the expiration of a specially funded program do not have any rights to a hearing.

15.4 Order of Layoff

Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

Nothing in this Article shall be construed to interfere with the right of the District to release probationary employees who never become permanent without notice or hearing. The rights of probationary employees in this Article are limited to those set forth in Education Code section 45117.

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 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.

15.7 Notification of Reemployment

An employee who is laid off and becomes eligible for reemployment 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 ~~their 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 ~~their his/her~~ last day of paid service shall have restored to ~~themhim/her~~ all of the rights and benefits (including previously accumulated sick leave) pertaining to regular classified employees in the class to which ~~they are~~ ~~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 ~~8.2.140-2~~, shall be granted upon written request up to three (3) 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 15.6.1 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.

District #1 to PSEA Unit II
June 14, 2022

TA. J.A.J. 6/30/2022
JST 7/29/2022

ARTICLE 20

TERM OF AGREEMENT

20.1 This Agreement shall become effective on July 1, ~~2022~~2019, and will continue in effect until June 30, ~~2023~~2022.

~~20.2 Either party to this Agreement may reopen negotiations for the 2020-2021 and 2021-2022 school years on Article 8 (Health and Welfare Benefits), Article 14 (Wages), and one additional article for each party to select.~~