

**AGREEMENT**  
**BETWEEN**  
**THE**  
**BOARD OF EDUCATION OF THE**  
**POWAY UNIFIED SCHOOL DISTRICT**  
**AND**  
**POWAY SCHOOL EMPLOYEES ASSOCIATION**  
**(Operations Support Services Unit II)**

**July 1, 2023 - June 30, 2026**

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### ATTACHMENTS:

[Operation Support Services Unit Classifications & Salary Schedules](#)

[Grievance Form](#)

## 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.

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.

## 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.

## **ARTICLE 3**

### **DISTRICT RIGHTS**

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

## 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 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

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

#### 4.2 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.

## 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 – 243 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.

### 5.3 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.

## ARTICLE 6

### HOLIDAYS

- 6.1 The following seventeen (17) holidays are recognized paid holidays by the employer during the term of this contract:
- (a) 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) Juneteenth
  - (h) Independence Day
  - (i) Labor Day
  - (j) Admission Day or an alternate day designated by the Superintendent
  - (k) Veterans Day
  - (l) Day during the week of Thanksgiving
  - (m) Thanksgiving Day
  - (n) Day after Thanksgiving Day
  - (o) Christmas
  - (p) Two (2) days during the winter holiday at a time designated by the Superintendent
- 6.2 Employees who are not normally assigned to duty during school recess shall be paid for those holidays occurring during any recess if they were in paid status in the workweek preceding or 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 or Juneteenth) 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.

- 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.
- 6.5 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.
- 6.7 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.
- 6.8 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.
- 6.9 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).
- 6.10 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.
- 6.11 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.
- 6.12 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.

## ARTICLE 7

### VACATION

- 7.1 Each employee covered by this Agreement shall accumulate vacation as set forth below. The first date of regular (probationary) employment with the District shall be the basis for the beginning of a year of service for this purpose. Employees whose anniversary date would entitle them to an increase in vacation accrual rate during an academic year will have their vacation accrual rate adjusted at the beginning of that academic year (July 1).

Annual vacation rates for employees are set forth below.

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

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

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

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

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

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

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

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

7.2 For purposes of this Article, vacation credit shall be credited at the beginning of the fiscal year, pro-rated according to hire date and computed at the employee's regular hours per day assignment.

7.3 Except as limited below, vacation may, with the prior approval of the employer, be taken at any time during the school year. Vacation dates will be assigned as requested, if possible. Department workloads must also be taken into consideration. When requested by a Unit member, supervisors will provide an explanation for requested vacation denial. Unit members whose work year is less than twelve (12) months shall be assigned vacation during Thanksgiving Break, Winter Break, February District Recess, and Spring Break, except as defined in Section 19.16. Beginning with the 2020-2021 academic year, Unit members whose work year is less than twelve (12) months with accrued vacation in excess of ten (10) vacation days shall have additional vacation days up to the maximum District recess days paid out in the June pay warrant.

The number of days of vacation which may be carried forward to a new fiscal year shall not exceed the Unit member's annual allowance, except as provided below. Any excess vacation accrual that a Unit member does not take shall be paid out or carried forward to the following school year at the discretion of the District, except that Unit members shall have the right, upon request, to be paid out up to two (2) weeks of excess vacation accrual. Such requests shall be made during the month of October each year. In the event an employee exceeds their annual vacation accrual, a plan will be developed between the employee and their supervisor to address their excess vacation.

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

Employees who have been paid for vacation in excess of their accrued vacation bank shall have their vacation bank reduced to reflect such excess payout or use of vacation annually.

- 7.5 Any employee who commences his/her prescribed vacation period and subsequently becomes ill, subject to hospital confinement or physician's care, or bereaved before his/her vacation period has been completed, shall, if requested, be placed on sick leave or bereavement leave as applicable, in addition to or in lieu of his/her prescribed vacation.
- 7.6 Probationary employees may accrue vacation time but are not entitled to use such time until their probationary period has been successfully completed. Probationary employees who are released prior to completing a probationary period, or probationary employees who are not approved for permanent status, are not entitled to any vacation days.
- 7.7 If a holiday occurs during the employee's vacation period, such employee, at his/her option, shall be either entitled to a day off in addition to his/her regular vacation or to an additional day off with pay.
- 7.8 Upon separation from service, employees shall be entitled to lump sum compensation for all earned and unused vacation.
- 7.9 If a Unit member is terminated and has been granted vacation which was not yet earned at the time of separation, the unearned vacation pay shall be deducted from the Unit member's final pay warrant.

## ARTICLE 8

### HEALTH AND WELFARE BENEFITS

8.1 Each eligible member of the Unit shall be provided a basic insurance package. The basic insurance package shall include major medical, vision, dental, and life insurance coverage. Employees may opt out of the major medical, dental and vision plans provided by Poway Unified School District subject to the provisions of 8.2.3. Specific benefits of the basic insurance package shall be described in the District's basic insurance package brochure. Copies of this brochure will be distributed to all members of the Unit as soon as they are completed.

8.2 District and Employee Contributions for Health and Welfare Benefits

Employees who provide proof of other medical coverage may opt-out of the PUSD Basic Health Insurance Package. Neither Medicare, nor Medi-Cal nor individual marketplace or government exchange policies, such as Covered California plans shall qualify as "other group insurance coverage". Proof of other coverage must be provided to the District's Benefits Department no later than the end of open enrollment. If proof of other coverage is not provided by the end of open enrollment, the employee will be automatically enrolled in the basic employee only plan package (Kaiser, Dental, Vision, Basic Life Insurance). Employees electing the 'Opt-Out' Option must enroll in the District sponsored \$20,000 life insurance coverage.

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

Effective with the 2023 Plan Year, the District and Unit employee annual contributions for Health and Welfare Benefits shall be based on a percentage of the cost of the employee's selected plan and coverage as follows:

	EE Only		EE + 1		EE + Family	
	District	EE	District	EE	District	EE
Kaiser	100%	0%	80%	20%	80%	20%
Sharp	100%	0%	80%	20%	80%	20%
Scripps	100%	0%	80%	20%	80%	20%

The above applies to only Kaiser HMO, Anthem Select HMO (Sharp), Anthem Priority Select (Scripps), or any similar HMO plans offered by the District, inclusive of dental and vision coverage. The above does not apply to unit employees who opt out of medical benefits (see Section 8.2.3

below). Effective with the 2023 Plan Year, the District and Unit employee annual contributions for Health and Welfare Benefits shall be based on a percentage of the cost of the employee’s selected plan and coverage as follows:

	EE Only		EE + 1		EE + Family	
	District	EE	District	EE	District	EE
Anthem Blue Cross PPO	75%	25%	40%	60%	30%	70%

The above applies only to Anthem Blue Cross PPO, or any similar PPO plan offered by the District, inclusive of dental and vision coverage. The above does not apply to unit employees who opt out of medical benefits (see Section 8.2.3 below)

- 8.2.2 Effective with the 2023 Plan Year, for eligible employees who are currently receiving participating cash to warrant in the 2021 Plan Year as of September 19, 2021, they may elect one of the following options no later than September 1, 2022: (1) one-time buy-out of 225% of their total 2022 Plan Year participating cash to warrant amount to be paid in their January 2023 paychecks (employee must still be employed with the District as of January 15, 2023 in order to receive the one-time buyout), and then participating cash to warrant is eliminated; or (2) 4-year phase down of participating cash to warrant as follows: 100% of their 2022 Plan Year participating cash to warrant for Plan Year 2023, 75% of their 2022 Plan Year participating cash to warrant for Plan Year 2024, 50% of their 2022 Plan Year participating cash to warrant for Plan Year 2025, and then participating cash to warrant is eliminated starting with Plan Year 2026, assuming the employee remains employed with the District and makes no changes to their plan coverage during the period of the 4-year phase down (e.g., moving from employee only coverage to employee + 1 coverage would automatically disqualify the employee from continuing to receive the participating cash to warrant phase down plan). PSEA members eligible for participating cash to warrant must submit their election to the Director of Payroll no later than the September 1, 2022 deadline. For any eligible member who does not submit their election by the deadline, they will be provided with option (1) regarding the one-time buyout.
- 8.2.3 Effective with the 2022 Plan Year, the maximum ‘Opt-Out’ cash to warrant provided to an employee per year who opts out of the medical plans will be \$3,250 for employees who work between 4.0 and 8.0 hours per day.

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

- 8.3 The District shall continue the employer contribution while the employee is on paid leave status, in the same manner as if the employee had remained in regular service. Employees on District approved, non-paid leaves of absence, or retired employees, may elect to continue coverage for themselves and dependents. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly.
- 8.4 Retired employees may purchase the basic health plan for themselves and their eligible dependents. Employees must be retired under one of the District's formal retirement plan(s) (PERS, PARS or STRS) early or normal retirement plan provisions; be at least age fifty (50) (PERS, STRS), or age sixty (60) (PARS) or older, and have had five (5) consecutive previous years of service with the District. Retirees' dependents must meet the same eligibility requirements as dependents of active employees. Upon attainment of age sixty-five (65), the retired employee must sign up for Medicare parts A and B (this applies to dependents also). Retiree coverage is available for medical, dental, and vision insurance. Life insurance ceases upon retirement. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly. Retirees may change insurance providers during the regular open enrollment period. If the coverage is allowed to lapse, it may not be reinstated the following year or any year thereafter.
- 8.5 Employees and dependents insurance coverage shall be canceled under the following conditions:
- (a) The leave expires and the employee does not return to active duty.
  - (b) The required premium payment is not received in the Payroll Department.
- 8.6 PSEA Post Health and Welfare Benefits for Eligible Retired Employees

Unit members, retiring under one of the District's formal retirement plan(s) on July 1, 2007 or later (PERS or PARS) at least age fifty (50) or older, having five (5) consecutive years of benefited service with the District, and having at least ten (10) overall years of service with the District, will be eligible for a District contribution towards their retiree health coverage through age sixty-five (65) or Medicare eligibility.

The District contributions will be based on a percentage of the cost of the lowest price plan for employee only coverage or flat dollar amount, whichever is greater, varying by years of District service at retirement as follows, based on a monthly rate:

<b>YEARS OF SERVICE AT RETIREMENT</b>	<b>DISTRICT MONTHLY CONTRIBUTION PERCENTAGE</b>
10 years of service	\$200 or 50%
15 years of service	\$300 or 80%
17 years of service	\$350 or 90%
20 or more years of service	\$400 or 100%

Employees retiring between July 1, 2007 and December 31, 2015 will receive 100% of the District contribution if working between 7.76 hours and 8 hours, 92% of the contribution if working between 6 and 7.75 hours, and 73% of the District contribution if working between 4 and 5.99 hours. For the purpose of qualifying for the above benefits, only regular assigned hours are included. Extra hours, limited term hours, and overtime hours are excluded.

All monies paid by the District must be used for medical coverage for the employee; no other benefits are covered for employees under this Agreement. Eligible Unit members may purchase additional benefits for themselves or eligible dependents. Employees selecting a more expensive medical plan or dependent coverage will pay the difference in premium costs. Employees moving out of the area will be reimbursed to the same dollar amount for use toward medical premiums only. Premiums will be reimbursed annually with submission of required documentation.

Eligible Unit members must meet all criteria: retire into District plan, age, years of service, years of service in a benefited position, and must be in a benefited position and covered by a District plan at time of retirement.

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

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

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

8.6.2 Employees who retire on or after December 17, 2021 shall receive a District contribution effective January 1, 2022 in accordance with the following chart:

10-14.99 Years (50%)	15-16.99 Years (80%)	17-19.99 Years (90%)	20+ Years (100%)
50%	80%	90%	100%

Effective for the 2023 Plan Year, the funding of this post-retirement medical benefit, as reported for the required GASB 75 actuarial, is funded as follows: on an annual basis, the District shall allocate the equivalent of 1% of Unit employees' contracted salaries only to the District's Irrevocable OPEB Trust, for the benefit of PSEA retirees.

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

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

8.7 PSEA Post Age 65 Vision and Dental Coverage

Effective July 1, 2012, employees who retire under the existing post-retirement plan or who are sixty-five (65) years of age or older and, who retire from the District and, but for age, would have been eligible for post-retirement benefits under the PSEA Post Health and Welfare Benefits for Eligible Retired Employees, will be eligible for District paid employee vision and dental coverage not to exceed the percentages or full employee only premiums for vision and for dental contained below:

	10-14.99 Years	15-16.99 Years	17-19.99 Years	20+ Years

4.0 – 8.0 hours	50%	80%	90%	100%
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In lieu of District paid vision and dental coverage, such eligible retirees will be reimbursed to the same dollar amount for the purchase of retiree vision and dental coverage only upon the annual submission of proof of payment of premiums.

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

## 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.

- 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 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.
- 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 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 or a designated person as defined under Labor Code section 245.5, and for appointments related to preventative care for their immediate family member or designated person. "Designated person" for purposes of this section means a "person identified by the employee at the time the employee requests paid sick days." The employee shall identify the designated person at the time they request the leave. The employee shall

be limited to one designated person per 12-month period for paid sick days pursuant to this section. 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

- 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 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 to participate in or attend a graduation or promotion.

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 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.

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.

9.3.8 Effective July 1, 2025, a unit member may use up to five (5) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion.

#### 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

- 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 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 as defined in 9.7.2. A bargaining Unit employee is entitled to ten (10) days of bereavement leave on account of the death of their 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.

Any request for bereavement leave shall be kept confidential by District Management and shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law. Bereavement leave must be

taken within six (6) months of the death of the employee's immediate family member.

9.7.2 Members of the immediate family, as used in this Section, mean the parent, grandparent, grandchild, spouse, child, child-in-law, aunt, uncle, niece, nephew, 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 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 and shall receive the regular hourly rate of pay. Unused Compelling Reasons Leave does not accumulate to subsequent years.

9.8.2 Eligibility for this leave requires one (1) workday of advance written notice and approval of the principal or supervisor except in the case of an emergency where prior notice would be impossible.

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.

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
- (c) 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.

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 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 from the required duties without prior approval of their 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, registered domestic partner, or designated person; leave for the employee's own serious health condition.

Designated person is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may define their designated person at the time of their request for leave. An employee is limited to one designated person per 12-month period for family care and medical leave.

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 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

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 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 exhausted all of their 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 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.

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 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 continue 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.
- (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 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.
- (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 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.

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 may secure time off by applying to the immediate supervisor if they desire 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 may use up to twelve (12) work weeks of fifty percent (50%) partial pay of their 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.

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.

## 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 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.
- 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 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.

## 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 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.
- 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 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.
- 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 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 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.

11.8.4 Evaluation forms shall be signed by both the supervisor and the Unit member being evaluated. The signing of the evaluation form may not necessarily mean the Unit member is in agreement with the evaluation, but shall signify that 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, 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.

## ARTICLE 12

### GRIEVANCE PROCEDURES

- 12.1 The Grievance Procedure is the medium through which classified employees or PSEA may seek adjustment of complaints arising out of alleged violations of the interpretation, application, or violation of this Agreement. Matters excluded from the Grievance Procedure:
- 12.1.1 Accusatory charges relating to the moral or professional fitness of an employee. Such charges shall be processed by the Board of Education.
  - 12.1.2 Matters specifically reserved for action or review by the Personnel Commission under Personnel Commission rules in effect at the time the events leading to the complaint occurred. Such matters shall be processed through normal channels by the Personnel Commission.
  - 12.1.3 All other complaints about the matters of a Board rule or policy or administrative procedure, not specifically enumerated in this contract. An employee with such a complaint should direct his/her suggestions for change through administrative channels to the responsible administrator and/or through the Superintendent to the Board.

#### 12.2 Level I - Informal Resolution

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

#### 12.3 Level II - Formal Written Procedure

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

Grievance forms shall be provided by the District. Relevant information obtained during Level I may be inserted. In cases where PSEA is

neither the grievant nor the grievant's representative, the District will provide PSEA with a copy of the written grievance within five (5) working days of it having been filed, and will further provide PSEA with a copy of any appeal(s) and written response(s) within five (5) working days of being filed or issued.

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

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

12.3.3 If either the grievant or the supervisor requests a conference at Level II, the request must be granted.

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

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

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

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

to the Associate Superintendent, Personnel Support Services. The grievant must state the grievance in writing describing:

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

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

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

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

12.4.4 The Associate Superintendent, Personnel Support Services, upon receiving a properly prepared and filed grievance, will investigate the situation and prepare a proposed resolution within ten (10) working days.

This proposed resolution will be in writing and a copy will be sent to the grievant and to the supervisor involved. If no conference is requested, a written decision will be rendered within fifteen (15) working days after receipt of the written grievance.

- 12.4.5 Resolutions reached at this level will be final and, in cases where PSEA is either the grievant or the grievant's representative, will also be precedential. Nothing herein precludes the parties from settling a grievance on a non-precedential basis.
- 12.4.6 Either party can request the services of a mediator from the State Mediation Services to attempt to resolve the grievance prior to the deadline for submission to Level IV of the Grievance Procedure. While the mediator shall not have the authority to impose a settlement on the parties, the mediator shall produce a written mediator's proposed settlement within ten (10) working days of the mediation upon the request of either party. Said proposed settlement shall be inadmissible in any further proceedings.

## 12.5 Level IV - Appeal to Binding Arbitration

- 12.5.1 Should the grievant believe that the resolution prepared by the Associate Superintendent, Personnel Support Services, fails to alleviate the alleged contract violation or misapplication, the grievant may appeal to arbitration within ten (10) working days after receiving the Associate Superintendent, Personnel Support Services' decision or, if applicable, the mediator's proposed settlement. As part of the appeal, PSEA shall forward a written request for arbitration to the State Mediation/Conciliation Service with a copy to the Associate Superintendent, Personnel Support Services. PSEA shall request that the State Mediation/Conciliation Service provide a list of seven (7) names as potential arbitrators. Any arbitrator on the list shall have an office in Southern California (San Diego, Orange, Los Angeles, Riverside, San Bernardino, or Imperial Counties).
- 12.5.2 If the parties have not mutually agreed upon an arbitrator, the grievant and the employer's representative shall select the arbitrator from the list of seven (7) names provided by the State Mediation/Conciliation Service. Each party may, in turn, strike out one (1) name until only one (1) name remains. Should more than one (1) arbitrator remain acceptable to the parties, the particular arbitrator will be decided by lot.

The first option of elimination shall alternate. All grievances reaching the arbitration level shall be numbered. The odd numbered grievances will

give the grievant first right to elimination; even numbered grievances will give the employer first right to elimination.

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

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

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

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

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

All costs for the arbitrator, including, but not limited to, per diem, travel and subsistence expenses, and the cost of any hearing room, shall be paid by the non-prevailing party to the arbitration. The identity of the non-prevailing party shall be determined by the arbitrator. Either party may request a transcript of the hearing. The expense of such transcript shall be paid by the party requesting a transcript. All other costs attendant to the arbitration will be borne by the party incurring them, including, but not limited to, attorney, or other fees, duplicating costs, witness subpoena fees and mileage, expert's consultation and witness fees. Release time for witnesses employed by the District shall be the time of actual testimony at this hearing plus a reasonable period before and after the giving of testimony at this hearing. A full day release time may be given when necessary.

- 12.5.5 Powers, Duties, and Limitations of Arbitrator

- (a) The arbitrator is limited to the terms of the grievance and this Agreement and shall not add to, subtract from, modify, vary, or alter the terms or conditions of this Agreement. The arbitrator shall limit the award strictly to the interpretation or application of the express

provisions of the Agreement, and the arbitrator shall have no authority to interpret the provisions of local, state, or federal rules, regulations, statutes, guidelines, policies, or judicial precedents unless these are specifically referred to in the express provisions of the Agreement.

- (b) The arbitrator is without power or authority to make any award which requires the commission of an act prohibited by law or which is violative of or contradictory to the terms of the Agreement.
- (c) The arbitrator shall not consider or hear evidence concerning the reasons or causes for dismissal, suspension, or layoff. Also, the arbitrator shall not consider or hear evidence concerning the reasons or cause for other discipline of Unit member(s) which may be outside the express provisions of this Agreement.
- (d) No arbitration shall occur where another administrative, judicial or legal body, tribunal, agency, or forum exists which may or could have resolved the allegations contained within the grievance, including, by way of example and not by way of limitation, the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission.

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

12.5.7 The arbitrator may, upon written application of a party to the arbitration made not later than ten (10) days after the receipt of a copy of the award, correct the award because there was an evident miscalculation of figures or the award is imperfect in a matter of form not affecting the merits of the controversy. The party requesting correction shall mail a copy of the request to each other party, with the other party possessing five (5) days from its receipt to respond. The arbitrator shall possess thirty (30) days to make such corrections, if desired.

## 12.6 Representation

12.6.1 At any step in this procedure the grievant may be heard either personally or may be represented by a party of his/her own choice. If the employee selects a representative other than a Union representative, PSEA shall be notified.

- 12.6.2 The person against whom the grievance is filed, and the grievant, may be represented by no more than two (2) persons of their choice at any one session.
- 12.6.3 Designation of the grievant's representative shall be in writing. The designation shall be filed on the grievance form at Level II.

## 12.7 General Provisions

- 12.7.1 Time allowances set forth in this grievance procedure may be extended by mutual consent of the grievant and the District.
- 12.7.2 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.
- 12.7.3 Upon request, all parties to the grievance shall make available to other parties involved, all pertinent information not privileged under the law in their possession or control which is relevant to the issue raised by the grievance.
- 12.7.4 All grievances must begin at the lowest level at which resolution is possible, and may be terminated at any level by the grievant's written or oral statement.
- 12.7.5 The failure of the grievant to respond to reasonable conference opportunities within the timeline specified herein shall terminate the grievance.
- 12.7.6 By mutual consent of both parties, steps in this procedure may be omitted.
- 12.7.7 The District shall not agree to the resolution of the grievance until PSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. No resolution of a grievance can modify the terms of this Agreement without the express concurrence of PSEA.
- 12.7.8 A "multiple grievance" is an identical grievance filed by two (2) or more grievants at the same time. "Multiple grievances" must involve identical factual and contract interpretation issues and must identify all individual grievants. "Multiple grievances" may be processed as a single

grievance. However, no more than two (2) grievants, selected by PSEA, may represent the group during the processing of the grievances.

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

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

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

- 12.7.11 A grievant may withdraw a grievance at any time.

## ARTICLE 13

### SAFETY CONDITIONS OF EMPLOYMENT

- 13.1 The District shall provide safe working conditions for members of the Operations Support Services bargaining Unit within the fiscal capabilities of the District to provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.
- 13.2 An employee will not be discriminated against for reporting unsafe working conditions.
- 13.3 An employee shall not knowingly be required to perform work which would be unsafe for the employee. For the purposes of defining an unsafe condition reference shall be applicable to rules and regulations of Cal-OSHA.
- 13.4 The parties agree to establish a joint Union/management safety committee to meet approximately every quarter to discuss safety related problems, if any, and propose recommendations. The committee shall also discuss legally required safety training for all employees who work with hazardous materials. The parties shall each select three (3) committee representatives. One of the District's committee representatives shall be the designated District safety official.
- 13.5 In the event a safety complaint is filed by a Unit member with an appropriate state or federal agency, a Unit member selected by the Union shall be entitled to accompany the agency's safety inspector during on-site inspections. The Union shall be given advance notice of such inspections.
- 13.6 Should the employment duties of an employee reasonably require the use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- 13.7 The District will provide all unit members with a variety of job-appropriate trainings necessary for the safe performance of their job responsibilities.
- 13.8 No unit member shall be required to lift a student without the assistance of another employee or a lifting device.
- 13.9 Employees assigned to students with Individual Education Plans (IEP) and/or 504 Plans shall be notified and provided access to relevant documentation as soon as possible in order to protect and support students and employees.
- 13.10 Workplace Violence Prevention Plan

The District and PSEA are committed to maintaining, updating, and enforcing a Workplace Violence Prevention Plan (WVPP) to ensure a safe and respectful work environment for all individuals. This commitment extends to the timely reporting and resolution of any incidents involving violent or disruptive behavior.

**13.10.1 Reporting and Response Procedures:**

- 13.10.1.1 All employees are required to report any instance of violent behavior using the reporting system defined in the WVPP.
- 13.10.1.2 Employees will be notified of any corrective or preventative actions taken without violating confidentiality of other individuals, within a reasonable timeframe after the incident is reported.
- 13.10.1.3 The Safety Committee (referenced in Article 13.6) will review all reported incidents and their outcomes in accordance with the WVPP.

**13.11 Site Safety Plan**

Each site supervisor will be responsible for the development of a site safety plan. Unit members at the site will be given the opportunity to provide input in the development of the plan. A copy of the site safety plan will be available for review to each unit member upon request.

**13.12 Personal Property Lost/Damaged**

The District will pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the unit member when such items are damaged in the line of duty without fault of the unit member.

**13.13 Uniforms**

- 13.13.1 The parties shall develop clear specifications for uniforms for all categories of unit members required to wear uniforms. These specifications shall be used to develop bid packages to uniform suppliers and as criteria for District payment of uniform expenses.

- 13.13.1.1 Guidelines specific to the required Transportation Department uniform, number of garments provided upon completion of probation, number of annual augmentations, and related matters are set forth in the Operations Support Services Collective Bargaining Agreement at Section 19.15.

- 13.13.1.2 The District will provide uniforms through uniform suppliers for all unit members who are required to wear uniforms. With the exception of Transportation Department unit members, new unit members will receive an initial distribution of five (5) shirts and five (5) pants. For continuing unit members, this allotment will be supplemented annually with a total of not more than six (6) pieces. Only five (5) pieces may be of one type.
- 13.13.1.3 Individual exceptions may be authorized by a supervisor based upon medical reasons, special needs, and required special sizes.
- 13.13.1.4 The District shall provide aprons to individuals working in the job classifications of Food and Nutrition Assistant.
- 13.13.1.5 Unit members shall have the option of wearing denim pants in lieu of uniforms provided; however, no reimbursement for denim pants will be provided.
- 13.13.1.6 Uniform shorts may be substituted for pants upon approval of the unit member's supervisor. However, pursuant to Paragraph 2 above, bus drivers may wear shorts of appropriate length specifications. Mechanics cannot wear shorts for safety reasons.
- 13.13.1.7 Upon request, jackets will be provided to unit members in the Facilities, Maintenance and Operations Department, Food and Nutrition Delivery Drivers, Campus Security Specialists, Bus Aides, Bus Drivers, and unit members working in the warehouse.
- 13.13.1.8 There shall be a uniform cleaning service for HVAC, Plumbing and Transportation vehicle maintenance staff and/or any employee within Facilities, Maintenance and Operations working with hazardous materials. Exchange/change shall be on unit member time.
- 13.13.1.9 During the summer months or on particular hot days, unit members will be allowed to wear a t-shirt/tank top while engaged in strenuous work away from the building facility or on the roofs of facilities. Adherence to safety-related needs

must still be maintained. T-shirts/tank tops without writing or drawings are acceptable. However, unit members must put their regular uniform shirt back on prior to entering the building areas or prior to traveling in a District vehicle. This shall not be interpreted as blanket permission to wear a t-shirt/tank top, as wearing these shall be the exception rather than the rule. This is not permitted for Transportation drivers or vehicle maintenance staff.

**13.13.2 Safety Shoes/Boots**

The District will provide eligible unit members with a Boot World voucher or reimbursement of up to a maximum allowance of \$180,with receipt, annually, , or more frequently under extenuating circumstances with supervisor approval, for safety shoes/boots. A list of classifications that are required to wear safety shoes/boots is below:

<b>TRANSPORTATION</b>
Vehicle Maintenance Coordinator
Vehicle Maintenance Technician III
Vehicle Maintenance Technician II
Vehicle Maintenance Technician I
Vehicle Service Worker
Grounds and Service Equipment Technician
Vehicle Service Assistant
<b>WAREHOUSE</b>
Storekeeper
Food & Nutrition Warehouse Specialist
Food & Nutrition Delivery Driver
Warehouse Worker
<b>GROUNDS</b>
Lead Groundskeeper
Irrigation Technician
Grounds Equipment Operator
Groundskeeper II
Groundskeeper I
<b>CUSTODIAN</b>
Lead Custodian
Crew Chief II
Crew Chief I
Custodian

<b>MAINTENANCE</b>
Lead Pool Technician
Maintenance Worker
Pool Technician
<b>COMMUNICATION</b>
Telecommunications Technician
Communications Technician
Electronics Systems Technician
Cable Technician
<b>TRADES</b>
Lead HVAC & Refrigeration Technician
Electrician
HVAC & Refrigeration Technician
Plumber
Carpenter/Cabinet Maker
Locksmith
Heavy Equipment Operator
Painter
Rofer

### **13.13.3 Prescription Safety Glasses**

- 13.13.3.1 The District shall provide, upon request, prescription safety glasses frames and lenses to individuals in the following job classifications:

<b>TRANSPORTATION</b>
Vehicle Maintenance Coordinator
Vehicle Maintenance Technician III
Vehicle Maintenance Technician II
Vehicle Maintenance Technician I
Vehicle Service Worker
Grounds and Service Equipment Technician
Vehicle Service Assistant
<b>GROUND</b>
Lead Groundskeeper
Grounds Equipment Operator

<b>MAINTENANCE</b>
Lead Pool Technician
Maintenance Worker
Pool Technician
<b>COMMUNICATION</b>
Telecommunications Technician
Communications Technician
Electronics Systems Technician
Cable Technician
<b>TRADES</b>
Lead HVAC & Refrigeration Technician
Electrician
HVAC & Refrigeration Technician
Plumber
Carpenter/Cabinet Maker
Locksmith
Heavy Equipment Operator
Painter
Roofer

13.13.3.2 The District shall provide reimbursement to these unit members for the cost of the prescription safety glasses frames and lens not to exceed \$220.00 if the unit member provides the supervisor with an appropriate sales receipt and presents the completed glasses.

13.13.3.3 The provision of frames and lens reimbursement shall occur once every two years. In the event the prescription glasses become damaged, unit members may request replacement or reasonable reimbursement.

#### **13.13.4 CalPERS Reporting Requirements**

The District will report to CalPERS the monetary value for the purchase and maintenance of any unit member's required uniforms. The District will report this uniform allowance on a monthly basis to CalPERS. The uniform allowance amount reported to CalPERS will be derived from the District's total calendar year cost for providing and maintaining the unit members' uniforms not to exceed \$400.00, per year, per unit member, as pensionable compensation. Pursuant to

the Public Employee Pension Reform Act of 2013 (“PEPRA”), uniform allowance is not considered pension reportable compensation for “new members” hired after January 1, 2013.

## ARTICLE 14

### WAGES

#### 14.1 Salary Schedule

Effective July 1, 2023, all PSEA Salary Schedules will be increased by a total of 5.0%.

If any other bargaining Unit for 2023-2024 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.

#### 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

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.

#### 14.4 Night Differential

14.4.1 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.

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

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

#### 14.5 Range Increases

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

#### 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.

#### 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 Any changes in the plan or fees will cause automatic reopening of negotiations of the provisions of 14.9 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 (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 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. 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 Extra Work Assignment Pay (Classified Sub Rule)

The classified "sub rule" only applies if the employee is a contracted employee and provides services for any hours in addition to their contracted assignment. The contracted employee shall be paid as follows for those additional hours (also known as "timesheet hours"):

- If their contracted hourly rate is between Step 1 and Step 6 of the Range they are timesheeting hours for, pay them their contracted hourly rate.
- If their contracted hourly rate is less than Step 1 of the Range they are timesheeting hours for, pay them Step 1 of the Range they are timesheeting hours for.
- If their contracted hourly rate is greater than Step 6 of the Range they are timesheeting hours for, pay them Step 6 of the Range they are timesheeting hours for.
- Longevity is added to the hourly rate if applicable.
- If the conditions of Section 14.17 have been satisfied, the employee will be paid out of classification pay pursuant to Section 14.17 rather than at the "sub rule" for those additional hours.

#### 14.14 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.

14.14.1 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) 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 participation to, not request permission from, their immediate supervisor.

14.14.2 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:

- (a) Classes, courses, workshops or "other" types of programs that will enhance the individual employee's ability to perform in their 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.

#### 14.14.3 Approval Process

- 14.14.3.1 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.
- 14.14.3.2 In advance of each school year, the Financial Incentive Committee will establish three (3) submission deadlines for requests to be reviewed and considered.
- 14.14.3.3 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 and/or after the class has been completed, will only be considered if funds are available .
- 14.14.3.4 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.
- 14.14.3.5 General rules and procedures shall be developed by the Committee to implement this Program.

#### 14.14.4 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. If all funds allocated are not utilized within the fiscal year, the parties shall meet and confer on how to best reallocate carryover funds.

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) criteria outlined for employee eligibility. If all four (4) 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.

#### 14.15 Professional Learning Program (PLP)

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

##### 14.15.1 Professional Learning Program Budget

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.

##### 14.15.2 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.

#### 14.15.3 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 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.

14.15.4 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.

14.15.5 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 twenty (20) 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 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 \$1,200 per year (tenthly) from the Professional Learning Program budget for serving as Professional Partners.

#### 14.15.6 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.

#### 14.16 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).

#### 14.17 Working Out of Classification

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 of the salary schedule.

#### 14.18 Short-Term Substitute Out of Classification Pay

If any employee is assigned to substitute for another employee in a higher classification in place of their regular contracted assignment for one full shift and for no more than five (5) working days, the employee substituting shall be compensated at the range they are timesheeting for at the step that most closely approximates at least a 5% increase of their contracted hourly rate.

#### 14.19 Exposure to Subzero Freezer Temperature

- 14.19.1 Employees in the Food and Nutrition Department that are exposed to subzero freezer temperatures for more than 25% of their regular work week will receive a 5% differential in pay, effective July 1, 2024. This additive will be included in addition to their salary grade placement.
- 14.19.2 Employees in the Food and Nutrition Delivery Driver classification and the Food and Nutrition Warehouse Specialist classification will automatically receive the stipend as it is recognized they will be exposed to subzero freezer temperatures for more than 25% of their regular work week as part of the requirements in the classification description.
- 14.19.3 Employees outside the above-mentioned classification descriptions may be eligible to receive the 5% stipend based on the recommendation of their supervisor and as a result of exposure to subzero temperatures for more than 25% of their regular work week. The Director of Food and Nutrition will make the final determination as to whom will receive the stipend based on the level of exposure.

#### 14.20 Classification Review Cycle

The parties shall continue the current Classification Review process previously negotiated until all employees in Years 3-6 have received their draft job descriptions and had adequate time to review and provide feedback, if desired.

At the conclusion of the current classification review process, PSEA and the District shall begin meeting no later than June 30, 2024 to discuss any future classification review cycles.

## 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 employment with the District.

#### 15.2 Decision to Lay Off

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

beyond the expiration of this Agreement or any successor agreement.

### 15.3 Timing of Layoffs and Reductions in Hours

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.

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 the 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 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 last day of paid service shall have restored to them all of the rights and benefits (including previously accumulated sick leave) pertaining to regular classified employees in the class to which they are 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 of the employee's current District contributions for Health and Welfare benefits under Section 8.2.1, 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.

## ARTICLE 16

### PSEA ORGANIZATIONAL RIGHTS

- 16.1 Subject to compliance with applicable District rules and regulations, PSEA shall be permitted to use school facilities for the purpose of conducting organizational meetings. Such use shall be consistent with the provisions of the Civic Center Act and no cost shall be charged for such use unless additional set up or custodial charges are incurred by the District. In such cases, PSEA shall reimburse the District for such excess costs in accordance with current District practice.
- 16.2 PSEA shall have the right to post and remove PSEA written materials on designated District bulletin boards located at each campus and major work site. Such materials shall be clearly identified by title of the organization.
- 16.3 PSEA shall be permitted to use the District mail services for the purpose of distributing official organizational communication to its membership. Each school or appropriate work area shall designate a location for receipt of organizational materials. It shall be the responsibility of PSEA to distribute its own material to individual employees.
- 16.4 A copy of this Agreement and any written amendments shall be posted on the District web site. Also, each unit member's worksite shall be provided five (5) copies of the Agreement and written amendments which shall be available for review by Unit members.
- 16.5 Labor Relations Committee
- 16.5.1 A Labor Relations Committee shall be established for the purpose of discussing employment related issues of common concern to Unit members represented by PSEA.
- 16.5.2 The committee shall be composed of three (3) representatives from PSEA and three (3) representatives from administration. The Associate Superintendent, Personnel Support Services shall be a permanent member representing administration. Both the administration and PSEA may request the presence of non-employee consultants to attend the committee meetings.
- 16.5.3 Meeting agenda and the time of meeting shall be subject to mutual agreement of the parties.

## 16.6 Release Time

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

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

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

## 16.7 Workload Committee

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

## 16.8 Union Access

16.8.1 The Board agrees to grant the PSEA representative and/or PSEA steward access to PSEA members at their work site during lunch hour, break period, or before or after work, as long as the employee's

immediate supervisor is previously informed and such contact does not interfere with the employee's assigned work or the orderly operation of the District. If the immediate supervisor is unavailable, notice shall be given to the person to whom the supervisor reports.

- 16.8.2 Concurrent with the above, the PSEA staff representative and/or PSEA steward may be granted access to certain areas of the employer's premises, following previous notification to the employer or the designated site administrator where employees are employed, when such visits are necessitated by matters concerning processing of grievances.
- 16.8.3 PSEA stewards and chapter officers shall not engage in Union business during working hours except during lunch and break periods. Infrequent, brief, employee initiated contacts with Union stewards and chapter officers shall be permitted. However, it shall be the responsibility of the steward or officer to inform the inquiring employee of the time limitation and to continue the rendering of advice during non-duty hours for both employees.
- 16.8.4 If any Unit member is required to attend a meeting which may give rise to possible discipline, such Unit member, upon request, shall be entitled to have a PSEA representative present at such meeting. The Unit member will be advised by the District of this right prior to the meeting and shall be given an opportunity to obtain such representation. It is understood there is no right to representation where the only purpose of the meeting is simply to deliver written notice of discipline.
- 16.8.5 Affected Unit members shall be notified of the purpose of any meeting wherein a supervisor intends to conduct an investigatory interview which might result in discipline to the Unit member.
- 16.8.6 In the event a supervisor intends to schedule a meeting described in paragraph 16.8.4 hereinabove, which would give rise to a request for PSEA representation, the affected Unit member shall be given advance notice of at least two (2) duty days or four (4) calendar days, whichever is greater. If a PSEA representative is unavailable on the scheduled meeting time and date, the parties shall make a reasonable effort to reschedule the meeting as soon as possible. Under such circumstances, the supervisor and/or employer representative may agree to continue the meeting to a future date.

## 16.9 Leave for Union Business

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

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

## 16.10 Site Communication Committee

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

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

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

16.11 Pursuant to Government Code 3556, PSEA shall continue to be given access to the District's new employee orientations at which classified employees are in attendance. PSEA shall receive no less than 10 days' advance notice of any such orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

Within two (2) workdays of each new employee orientation, the District shall provide PSEA an orientation summary for new Unit members. The summary shall include the employee's name, position, primary work location and estimated work start date.

16.12 Within five (5) working days of April 1 and October 1 of each year, the District shall provide PSEA with a list of employees requesting unpaid leaves of absence, pursuant to Article 9, made in the preceding biannual period (October-March and April-September, respectively). The list shall include the employee name and classification, the length of leave requested, reason given for the requested leave, whether the leave was granted, and the length of the leave granted. If a leave was denied, the specific reasons for the denial shall be stated.

## **ARTICLE 17**

### **NONDISCRIMINATION**

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

## ARTICLE 18

### CONDITIONS OF AGREEMENT

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

## ARTICLE 19

### TRANSPORTATION DEPARTMENT PROVISIONS

#### 19.1 Call-In Time - Unscheduled Hours

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

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

19.2.1 Bus drivers who drive field trips on Saturday, Sunday or a Holiday shall be guaranteed a minimum of three (3) hours of pay for a one-way trip.

19.2.2 Bus drivers who drive field trips on Saturday, Sunday, or a Holiday shall be guaranteed a minimum of five (5) hours of pay for a two-way trip.

19.2.3 Management shall have the discretion to determine whether the bus driver is required to remain for the duration of the scheduled activity. If the bus driver is required to stay, the bus driver shall receive payment for the actual hours of service or for the guarantee described above, whichever is greater.

#### 19.3 Bus Driver Pre-Trip Time

19.3.1 Bus drivers shall be allowed 30 minutes for pre-trip inspection.

#### 19.4 Bus Driver Overnight Trip Hours

Drivers required to be temporarily relocated overnight shall be paid a business stipend equivalent to the hourly rate of Range 29, Step 6 of the salary schedule in lieu of reimbursement for actual expenses commencing at the time they clock in for the trip and continuing until the time they clock out at the completion of the trip. Meals and lodging will be paid by the employee. Lists for field trips shall be posted weekly showing accumulated hours. The rate of payment based on the total number of hours worked shall not imply that the driver is obligated to District responsibilities the entire length of the trip.

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

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

#### 19.5 "Mid-day" Runs

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

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

#### 19.6 Extra Work Board(s)

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

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

Drivers who have placed their names on the Extra Work Board(s) must cross (X) their names off prior to leaving for their a.m. assignment or at the completion of their a.m. assignment if no extra work has been assigned to them if they do not wish to be assigned a mid-day run that day. A driver's failure to cross his/her name off on the General Extra Work Board for six (6) times removes his/her name from that list for the remainder of the bid period.

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

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

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

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

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

#### 19.7 Behind the Wheel Evaluation Form

The school bus driver behind the wheel evaluation form shall be the form agreed to by both parties.

#### 19.8 Camp Trip Supervision

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

#### 19.9 Training

The maximum amount of hours paid for Transportation Department sponsored instruction for renewal classes for active school bus drivers (commercial driver's license, H.P.H., first aid, pre-trip inspection training) will be fifteen (15) hours. This does not commit the District to provide the training nor does it establish such practice.

#### 19.10 Last Day of School

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

- (a) Bus drivers will be paid their bid time on the last day of school.
- (b) Drivers will be assigned related duties throughout the day at the discretion of the District.
- (c) The work schedule and assignment of extra routes and field trips to drivers who are available will be done by the operations supervisor and will be posted by noon on the Monday preceding the last day of school.

#### 19.11 Route Selection

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

ROUTE SELECTION (Special Education) – Route selection will continue to be done by seniority, allowing school bus drivers to select routes that have been packaged by the District (a.m., p.m., mid-day), and the bus assigned by the District to best meet the needs of these routes.

With ten (10) days' notice, each route segment may be changed to accommodate routing requirements by up to ninety (90) minutes (unless the driver agrees to a greater amount of time) within the time window of 5:30 a.m. and 5:30 p.m. The route a.m. start or p.m. end time shall not change by more than thirty (30) minutes.

Subject to the terms of this Section, the District may have an operational need to add, remove or consolidate runs based upon program volume and efficiency. During such times, route assignments may incorporate "Stand-By" time to fulfill the drivers' annual bid period.

Route selection will occur once each year to be effective October 1. Transportation procedures will be modified to require that a route be posted for bidding if it increases by thirty (30) minutes or more cumulatively or if it results in an increased level of fringe benefits.

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

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

## 19.12 Field Trip Selection

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

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

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

### 19.12.1 Field Trip Definitions

#### Field Trip Stay

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

#### Field Trip Take

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

#### Field Trip Return

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

### Field Trip Take and Return

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

#### 19.13 Stand-by Time

Stand-by time may be placed within any contract bid for the purpose of flexible use to assure the continuity of student transportation support. The purpose of stand-by time built within the District's bus routes is to allow for unforeseen route coverage needs, temporary student transportation or unforeseen activity coverage needs. Work assigned during a driver's stand-by time does not obligate the driver beyond their contract period.

Drivers assigned stand-by time within their contract period are to report to Operations at the start of the stand-by period and be available upon need in the Drivers Ready Room unless directed otherwise.

#### 19.14 Flexible Time Positions

Management may create flexible time positions with a minimum of twenty (20) hours per week that do not have a scheduled route. Each such position shall be posted for selection as part of the annual bid. Drivers selecting a Flexible Route will be permitted to select a "default bus" from a list of available buses pre-identified by the District at the time of their selection. However, the Flexible Use Driver is expected to drive the specific bus assigned to a route. To affect efficiency, a Flexible Use Driver may be assigned to stay with a route assigned bus when also performing an assigned field trip. Driver schedules will be posted no later than 12:00 p.m. on the second working day of the preceding week.

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

#### 19.15 Uniforms

School bus drivers will be provided with and required to wear District provided uniform shirts. All permanent District school bus drivers will be provided with six (6) shirts of a polo or collared and button type shirt, combination of their choice, upon successful completion of their initial probationary period. In addition, all permanent District school bus drivers may augment their uniform with three (3) additional shirts, per the District standard uniform design, annually. New shirts will be ordered at the annual fall orientation. Those drivers who complete their

probation after March 1<sup>st</sup> will order their three (3) additional shirts at the fall orientation in the next calendar year. All permanent District school bus drivers must wear the District provided uniform shirts at all times while officially in paid status. A dress code will be adopted that requires school bus drivers to wear solid colored trousers, jeans (distressed jeans not acceptable) or capri style pants. Solid colored shorts may be worn, but must be a walking length short that comes within an inch above the knee. No cut-off or frayed shorts will be worn. District provided uniform shirts must be worn properly, buttoned and not used as a lightweight jacket. All attire must be clean and well maintained by the District school bus driver. No spandex material will be worn. Shoes must be of a closed toe/closed heel design with nonskid sole material. School bus drivers will wear their District furnished identification badge at all times while officially in paid status and/or on District property. School bus drivers will be provided a jacket or front zippered/hood sweatshirt upon request, but not to exceed more than one (1) jacket or sweatshirt within a three (3) year period.

#### 19.16 Transportation

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

#### 19.17 Transportation Study Group

PSEA and the District will form a study group to examine the efficiencies of the following practices and issues and any other changes to the Transportation Policies and Procedures. Information necessary for the group to complete these discussions will be made available. The parties shall meet and confer regarding problems which develop in the administration of this Agreement.

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

## **ARTICLE 20**

### **TERM OF AGREEMENT**

- 20.1 This Agreement shall become effective on July 1, 2023, and will continue in effect until June 30, 2026.
  
- 20.2 Either party to this Agreement may reopen negotiations for the 2024-2025 and 2025-2026 school years on Article 8 (Health and Welfare Benefits), Article 14 (Wages), and two additional articles for each party to select.


**SIGNATURES**

For Poway School Employees Association, Unit II:

By:   
Courtney Martin  
President

Date: 12/3/2025

For Poway Unified School District:

By:   
Dr. Ben Churchill  
Superintendent

Date: 12/3/2025