

TENTATIVE AGREEMENT

February 27, 2010

4:11 pm

The Pajaro Valley Unified School District (District) and the Pajaro Valley Federation of Teachers (PVFT) agree to resolve all issues for the 2009-10, 2010-11 and 2011-12 school years on the following terms and conditions:

Except as expressly provided herein, all provisions of the current collective bargaining agreement shall continue without modification.

A. Compensation

1. The District and PVFT agree on a **total** of five (5) furlough days for the bargaining unit, (excluding unit members in the adult education program and children center teachers) in the 2010-11 school year and a **total** of five (5) furlough days in the 2011-12 school year. The specific days to be taken shall occur as a block of consecutive instructional days at the immediate beginning or immediate end of the academic year. The PVUSD Calendar Committee shall decide whether to schedule the block of furlough days at the beginning or end of the 2010-11 and 2011-12 academic years. Each furlough day shall reduce the unit member's annual pay by .5%.
2. In the event that the District's base revenue limit is increased in any year of this Agreement and the District actually receives increased revenues as a result of the increase in the base revenue limit, or Federal Stimulus monies are received that can be used to increase salaries or restore reduced or eliminated positions, or if funded ADA increases by more than one hundred twenty (120) over the previous fiscal year's ADA, the parties shall immediately reopen negotiations on the restoration of furlough days.
3. In order to contain or decrease the cost of health benefits while maintaining or improving coverage for unit members, the District and PVFT will work constructively to reduce the overall cost of providing benefits to the unit members through the following measures:
 - i. The District and PVFT shall form a new health benefit committee under the following terms and conditions:
 - (1) The purpose and focus of the Committee is to explore ways to improve the quality, efficiency and cost effectiveness of the benefits by encouraging unit members to be actively involved in their own health care, to review the benefit plans and recommend changes, to recommend types of coverage and levels, and to seek cost containment.
 - (2) The Committee shall consist of four (4) unit members selected by PVFT as delegates and two (2) unit members selected as alternates and four (4)

administrative employees selected by the District as delegates and two (2) administrative employees selected as alternates. No more than four (4) delegates for each party may vote at each meeting.

- (3) There shall be co-chairs of the committee, one (1) selected by PVFT and one (1) selected by the District.
 - (4) The Committee shall establish a regular meeting schedule for the year at its first meeting, which will include the starting and ending times of meetings, taking into account PVFT's preference for meetings during work hours.
 - (5) Any benefit consultant to the committee shall attend by invitation of the Committee, shall serve as a resource and shall not be a participating or voting member of the committee.
 - (6) Meetings of the Committee shall be limited to delegates and alternates and other individuals invited to attend by the Committee.
 - (7) All decisions of the Committee shall be made by a simple majority vote.
 - (8) Any recommendation for changes in the health and welfare benefit plans shall be advanced to the District and PVFT no later than March 15. Any recommendation of the Committee shall be subject to negotiations for implementation in the following school year.
 - (9) The Committee will establish operating rules and regulations.
4. The furlough days in each year and corresponding reduction in annual salary in each year shall be contingent upon management employees taking at least the same number of furlough days as bargaining unit members in each year. This contingency shall be independent for each year, i.e. if management does not have five (5) furlough days in 2010-11, bargaining unit members shall not have five (5) days of furlough in 2010-11. However, the same number in that year taken by management employees in a particular school year shall be taken by bargaining unit members. For example, if management employees take four (4) furlough days in 2011-12, bargaining unit members shall take four (4) furlough days in 2011-12.
 5. The furlough days specified above are also contingent upon no other bargaining unit or the management group receiving an increase in their salary schedule and no increase in salary to an existing position except for any reclassification by the Personnel Commission.
 6. No bargaining unit member shall by virtue of furlough days above be credited with less than a full year of service for retirement purposes.

B. Staffing Ratios:

Article IV, Workload and Hours, Section C, add subsection 4 on combination classes, and renumber subsequent items

Those elementary teachers who teach combination classes shall be excluded from supervisory duties within the workday provided that the majority of the faculty votes in favor of the exclusion. The principal shall initiate a secret ballot voting process during the first week of school. The votes will be counted in the presence of a PVFT representative. The district and PVFT shall conduct a survey of the practice of comparable districts regarding combination class teachers. The results of that survey shall be examined in the spring of 2010.

C. Term

This Agreement shall be effective July 1, 2009 and shall continue until it expires on June 30, 2012. No earlier than July 1, 2011 either party may reopen negotiations for the 2011-12 school year solely on the furlough days if there is a substantial change in the District's finances.

D. Binding Arbitration. Amend Article XVI to provide:

ARTICLE XVI

Grievance

- A. Purpose: This grievance procedure shall be used to provide an orderly and expedited process for the resolution of grievances.
- B. General Provisions/Definitions
 - 1. A grievance is an alleged violation, misinterpretation, or misapplication of this contract.
 - 2. A grievant may be either one (1) or more unit members of the Federation or the Federation.
 - 3. The grievant may have a representative present at each step of the grievance procedure.
 - 4. A "day" is a day in which the central administrative office of the District is open for business.
 - 5. An "immediate supervisor" is the lowest level supervisor who has been designated by the District to adjust grievances and who exercises responsibility for the grieving unit member or program. For persons

assigned to more than one (1) site or program, one (1) supervisor shall be designated the "immediate supervisor."

6. If a grievance arises from the action of authority above the immediate supervisor, the grievance may be filed with the manager responsible for the action.
7. The time limits on the filing and processing of grievances may be extended only by a written agreement signed by the parties.
8. A grievance must be filed and appealed within the time limits set forth herein or the grievance shall be considered settled on the basis of the last answer given. If a District representative fails to answer to a grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement), the grievance may be appealed to the next step within the appropriate time limits.
9. All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file, which shall be available for inspection only by the unit member, his/her representative and those management, supervisory and confidential unit members directly involved in the grievance procedure.
10. No reprisals of any kind will be taken by the District against any aggrieved person, any party of interest, any members of the Federation, or any participant in the grievance procedure by reason of such participation.
11. The grievant shall continue to discharge his/her regular duties and to comply with the appropriate directions of the administration until the grievance has been resolved, provided that no unit member shall be required to continue to discharge duties under the conditions which pose an imminent danger to health or safety.
12. The grievant may have his/her grievances resolved at any level without the involvement of the exclusive representative, provided that the adjustment is not inconsistent with the terms and conditions of this Agreement and provided that the grievant and District stay enforcement of the proposed resolution until the Federation has received a copy of the proposed resolution and has had ten (10) days from the date of the notice to respond or reject the proposed resolution.
13. A representative of the Federation shall have the right to be present at all meetings regarding a grievance.

C. Procedures

Step 1: The aggrieved unit member shall meet with the immediate supervisor and attempt to resolve the grievance informally no later than twenty (20) days after the grievant knew or could have known of the event or circumstances occasioning the grievance.

Step 2: If the grievance is not settled at Step 1, the aggrieved unit member may present to the supervisor a written statement of the grievance no later than ten (10) days after the meeting with the supervisor. Such statement shall contain:

- The name of the unit member filing the grievance.
- A description of the conduct alleged to have violated the Agreement.
- An enumeration of the contract provisions alleged to have been violated.
- A listing of the actions requested to remedy the grievance.

The supervisor shall attempt to resolve the grievance as soon as possible and shall present a written answer to the unit member within five (5) days after receiving the grievance.

Step 3: If the grievance is not settled at Step 2, the unit member may appeal to the Superintendent or the Superintendent's designee. The appeal shall be in writing and shall be submitted within ten (10) days after the unit member receives the supervisor's Step 2 answer. This appeal shall include a copy of the original grievance, the supervisor's answer, and a statement of the reasons for the appeal. The Superintendent or designee shall respond to the appeal in writing within ten (10) days after receipt.

Either the unit member filing the grievance or the Superintendent or designee may request a meeting to discuss the grievance within this 10-day period. If such meeting is held, the time limit for the Superintendent or designee's answer shall be extended for ten (10) days after the close of the meeting.

Step 4: If the grievance is not settled at Step 3, the matter may be submitted to grievance mediation within ten (10) days after the unit member receives the Step 3 response. The parties shall request from the State Conciliation and Mediation Service a mediator. The parties may mutually agree to skip this step and advance to Step 5.

Step 5: Should mediation at Step 4 fail to resolve the dispute, or if the parties mutually agree to skip mediation, the Federation may submit the matter to arbitration by notifying the District within twenty (20) days following mediation or after the Step 3 decision, if mediation is skipped. The parties shall first attempt to agree upon an arbitrator. Should that not be possible, the parties shall request a list of seven (7) arbitrators from the State

Conciliation Service. The Federation and the District shall alternately strike one name until the name of a single arbitrator remains. Lots shall be drawn to decide which party strikes first.

The hearing shall be conducted in a timely manner. All expenses of the arbitrator and court reporter, if required by the arbitrator, shall be divided equally between the Federation and the District. The parties shall pay their own costs for representation. The findings and recommendations of the arbitrator shall be final and binding.

In the event that the parties negotiate a salary formula in the future, the formula and its interpretation shall not be subject to binding arbitration under this paragraph unless otherwise negotiated by the parties. As used herein, "salary formula" means a computation for increasing or decreasing the salary schedule(s) or the salary of the unit as a whole, based on factors defined in the formula.

E. Unfair Practice Charges Nos. SF-CE-2783-E and SF-CO-742-E

The parties agree to dismiss with prejudice the two (2) unfair practice charges each filed against the other within twenty (20) days of ratification of this Agreement by the District and Federation.

Dated: February 27, 2010

PVFT

DISTRICT









