

TA JAD 11/29/2023
TA RPL 12/8/2023

**ARTICLE 5
WORK YEAR – WORKWEEK – WORKDAY**

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 (9½) months – 185 workdays, ten (10) months – 195 workdays, ten and one-half (10½) months – 202 workdays, eleven (11) months – 209 workdays, eleven and one-half (11½) months – 220 workdays, or twelve (12) months – ~~244~~3 workdays.

5.2 Workweek

5.2.1 The regular full-time workweek is defined as forty (40) hours, Monday-Friday. When appropriate, an alternate workweek other than Monday-Friday may be assigned. Unit member(s) assigned alternate workweeks shall receive two (2) consecutive days off during that period.

5.2.2 The workweek shall consist of not more than five (5) consecutive workdays for any Unit member having an average of four (4) hours or more during the workweek.

5.2.3 The number of work hours during the workweek assigned to a regular part-time employee shall be determined by the District.

5.3 Workday

5.3.1 The daily duty schedule for Unit members shall be assigned by the principal or immediate supervisor. Teachers do not qualify as the "immediate supervisor" of PSEA Unit Members.

5.3.2 Unit members who have a workday of five (5) hours or more shall be entitled to a duty-free, non-paid lunch period of thirty (30) minutes, which, insofar as is practical, shall take place after the Unit member has been on duty for four (4) hours. Unit members working between five (5) hours and six (6) hours may request, and their supervisor may grant, a waiver of the duty-free, non-paid lunch period. No employee shall have such a waiver imposed on them against their will. Either the

employee or their supervisor may cancel the waiver upon giving ten (10) working days' notice.

5.3.3 Unit members who work four (4) or more consecutive hours per workday will be granted a fifteen (15) minute rest period. Unit members who work at least seven (7) hours per workday shall receive two (2) fifteen (15) minute rest periods. Unit members who have a workday of at least three and three-quarters (3¾) hours shall receive a ten (10) minute rest period.

5.3.4 The workday may not be shortened by a Unit member foregoing a rest break or the unpaid lunch period. A supervisor may, on occasion, allow a Unit member, upon request, to defer a lunch break to the end of the workday.

5.4 General

Each position in the Unit shall have a designated, regular minimum number of assigned hours per day, days per week, and months per year.

5.5 Adjustment of Assigned Time

A Unit member who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a prorated basis as specified in Education Code Section 45136 i.e., sick leave, vacation, etc. Health and Welfare benefits, if applicable, will be provided consistent with Article 8.

5.6 Summer and District Recess Assignments

5.6.1 When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another or during a district recess, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in August, shall be required to perform services during such period.

5.6.2 A classified employee shall, for services performed as herein provided, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

5.6.3 Selection Procedure for Clerical Assistant, Campus Security Specialist and Summer Enrollment Clerk Positions.

This section shall only apply to the following positions: Summer School Office Support and Campus Security Specialist and Summer Enrollment Clerk Positions.

Notices of these vacancies shall be posted throughout the District, in the same manner as promotional only opportunities open only to current employees of the District. The posting will include the selection procedure stated in the contract.

Qualified applicants shall be given the opportunity to work based on the selection criteria listed below. Qualified applicants for the Summer School Office Support and Summer Enrollment Clerk positions are those who have served a minimum of one full work year in a position requiring day-to-day working knowledge and usage of the current student data information system. Qualified applicants for the Campus Security Specialist position are those who have served a minimum of one full year as a Campus Security Specialist. In both cases, applicants must have received an overall "satisfactory" rating on their most recent evaluation. Selection for positions shall be offered annually on the basis of:

1. Recency of service in a summer position – Qualified applicants, who have the least recent service date, will be given the opportunity to work.
2. Date of Hire – In the case of a summer recency of service tie, the qualified applicants' date of hire will serve as the tiebreaker.
3. Employees who transfer from one site to another will bring their summer recency of service date with them.
4. For positions other than a substitute, the appointment to the position shall be credited as having worked for purposes of the selection procedure.
5. Newly hired employees will be credited with a summer recency of service date of the first summer following their employment.

Positions shall be filled from the district-wide qualified applicant pool on a rotational basis commencing with the applicant with the least recent summer service date. In the case of a tie, the applicant with the greatest district-wide seniority will be given the opportunity to work.

All employment is contingent upon sufficient student enrollment and may be terminated during the first week of school if anticipated attendance is not achieved.

5.7 Change in Work Schedule

5.7.1 The District may change an employee's work schedule on either a permanent or temporary basis. A change in work schedule is defined as a shift of a Unit member's assigned starting and ending time and/or routinely assigned workweek.

5.7.2 Permanent Change in Work Schedule

In the event the District determines to effect a permanent change in an employee's work schedule of more than one hour, the affected employee shall be given at least ten (10) calendar days prior written notice to the start of the school year and fourteen (14) calendar days during the school year. A permanent change in work schedule shall mean that the employee's regularly assigned ongoing workweek and/or starting and ending times are modified. Upon request, an opportunity will be provided for the Unit member to meet with their supervisor to discuss changing the start date of the new schedule.

5.7.3 Temporary Change in Work Schedule

In the event the District determines to effect a temporary change in an employee's work schedule, the affected employee shall be given five (5) calendar days written, prior notice. A temporary change in work schedule shall mean that the employee's regular assigned ongoing workweek and/or starting and ending times are modified for a period of no more than sixty (60) calendar days.

5.7.4 The provisions of Sections 5.7.2 and 5.7.3 shall be inapplicable to work schedule changes which traditionally occur during summer months or periods when school is in recess.

5.8 Increase in Hours Assigned

The District shall have discretion to increase the assigned hours of a Unit member. Unit members who experience a bonafide hardship as a result of an increased assignment shall have the right to appeal the increase to the Associate Superintendent, Personnel Support Services or designee, who may grant the Unit member priority transfer status. A PSEA representative shall be accorded the opportunity to represent the affected employee in any conference involving the Associate Superintendent, Personnel Support Services or designee and the affected employee.

5.9 Extra Work

Opportunities for project/extra work which has customarily and routinely been performed by District employees shall first be offered to appropriately qualified regular employees at the particular work site or department, according to seniority on a rotating basis.

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 directions 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. Temporary project work/extra work shall not be counted for purposes of establishing eligibility for District health and welfare benefits or count towards permanency in the classification.

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**ARTICLE 6
HOLIDAYS**

6.1 The following ~~seventeen~~sixteen (17~~6~~) holidays are recognized paid holidays by the District 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
- ~~(f)~~(g) Juneteenth
- ~~(g)~~(h) Independence Day
- ~~(h)~~(i) Labor Day
- ~~(i)~~(j) Admissions Day or an alternate day designated by the Superintendent
- ~~(j)~~(k) Veterans Day
- ~~(k)~~(l) Day during the week of Thanksgiving
- ~~(l)~~(m) Thanksgiving Day
- ~~(m)~~(n) Day after Thanksgiving Day
- ~~(n)~~(o) Christmas
- ~~(o)~~(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 winter or spring recess shall be paid for those holidays occurring during any recess if they were in paid status in the workweek preceding or succeeding such 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 that 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 school classified employees, it shall be recognized in addition to those 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 scheduled while an employee is on a paid leave status, then that day shall not be deducted from the employee's accrued leave.
- 6.7 The specific dates of all holidays will be established in the adopted 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.
- 6.8 If an employee has a workweek which consists of less than five (5) consecutive workdays and a holiday falls on a non-scheduled workday during the workweek for such employee, the employee shall have his/her current or succeeding workweek adjusted to reflect appropriate paid time off. The appropriate number of hours of paid time off shall be determined by dividing the total number of hours in the employee's workweek by five (5) (i.e., fifteen (15) hour workweek = three (3) hours of paid time off).
- 6.9 Notwithstanding the adoption of separate work schedules for the teaching and classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which teachers receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.
- 6.10 When a holiday listed in this Article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in this Article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 6.11 Employees required to work during any of these 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 the employee's regular rate of pay.

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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 day per month of service, or major portion thereof, for all employees including those whose service is less than twelve (12) months annually. 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 legally require. Unit members requesting sick leave may be required to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. The District need not assume that a Unit member's statement establishes disability conclusively, but may require a review and examination by a health care provider selected by the District or a practitioner of the Unit member's faith selected by the District. The expense of such review examination shall be borne by the District. Persons absent more than five (5) days may be required to submit to the District a practicing health care provider's statement 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's 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 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 (i.e., ten (10) 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 school year. Any such days of sick leave beyond those granted under the first paragraph of this rule shall be compensated at 50 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 of 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 employees of the District 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 9.2.2 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 Bereavement Leave

- 9.2.1 Every classified employee is entitled to a leave of absence, after making application, not to exceed ~~three (3) days, or five (5) days if out of state travel or travel in excess of 300 miles each way is required,~~ on account of the death of any member of the immediate family as defined in 9.2.2. 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.

- 9.2.2 Members of the immediate family mean the following relatives of the employee, the spouse of the employee, the ex-spouse of the employee who is the parent of the employee's child, or any relative living in, or long established member of the immediate household of the employee: Parent, grandparent, child, child-in-law, grandchild or sibling.

Parents are defined to include step-parents, biological and adoptive parents, and court appointed legal guardians.

Spouse is defined to include husband, wife or domestic partner.

In cases involving a long-established personal relationship between the employee and an individual, bereavement leave may be granted at the discretion of the Associate Superintendent of Personnel Support Services or their designee.

9.3 Leaves of Absence for Industrial Accident and Illness

- 9.3.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave accrues immediately by virtue of employment with the employer.
- 9.3.2 Allowable leave shall not be accumulative from year to year.
- 9.3.3 Industrial accident or illness leave will commence on the first day of absence.
- 9.3.4 Payment of wages lost on any day shall not, when added to an award of temporary disability granted the Unit member under worker's compensation laws for the State, exceed the normal wages for the day.
- 9.3.5 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.
- 9.3.6 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.
- 9.3.7 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 full day's wage or salary for the Unit member's regular assignment.
- 9.3.8 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.

9.4 Personal Necessity Leave

- 9.4.1 The Board shall provide for a Unit member's absence for personal necessity while charging such absence to accumulated sick leave benefits.

- 9.4.2 Subject to this Agreement, the Board reserves the right to specify the manner of proof of personal necessity and the type of situations in which such leave will be permitted.
- 9.4.3 Except where otherwise provided in this section, the total number of days used for personal necessity leave in any school year may not exceed ten (10) days.
- 9.4.4 When possible, request for personal necessity leave shall be made at least two (2) days in advance to the principal or supervisor and forwarded to the Superintendent.
- 9.4.5 Advance permission is not required in the following situations:
 - 9.4.5.1 Death or serious illness of a member of the Unit member's immediate family. (See Bereavement Leave.)
 - 9.4.5.2 Accident involving the person or property of the Unit member or the person or property of a member of the Unit member's immediate family.
- 9.4.6 "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.
- 9.4.7 Upon exhaustion of compelling reasons leave, up to two additional days of personal necessity leave may be accessed for graduation of a family member from a four-year college or university.
- 9.4.8 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.
- 9.4.9 When a Unit member becomes a parent through the birth of their child or through legal adoption, the Unit member will be granted, upon request, up to twenty (20) days personal necessity leave. Effective July 1, 2020, Unit members who are eligible for Parental Leave as described in Section 9.16 shall not be eligible to also receive these twenty (20) days of additional personal necessity leave.
- 9.4.10 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 advanced 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 that the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or required 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.

9.4.11 If an employee has exhausted regular sick leave, they will be eligible to receive a maximum of five (5) days' leave at 50% of the employee's regular salary for illness or surgery of an immediate family member, as verified by the employer if necessary. This leave does not accumulate from year to year.

9.4.12 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.

9.5 Pregnancy Disability Leave

9.5.1 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.

9.5.2 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.

9.5.3 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.

9.5.4 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 therefrom, 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.

9.6 Leave of Absence Without Pay

9.6.1 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 Marine during time of national emergency may be granted for a period not to exceed twenty-four (24) months, and

(b) The granting of a leave of absence without pay gives to the employee the right to return to the position classification held at the time of leave at the expiration of the leave, provided the employee is physically and legally capable of performing the duties required.

9.6.2 Employees shall make requests pursuant to Article 9.6.1 on a mutually-agreed upon form. Employees shall be notified in writing whether their request is granted. If the request is denied, the notice shall provide

specific reasons for the denial.

- 9.6.3 The Board of Education, may for good cause, cancel any leave of absence by giving the absent employee a thirty (30) day notice.
- 9.6.4 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.
- 9.6.5 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.

9.7 Short-term Uncompensated Leave

- 9.7.1 Members of the Unit may request a short-term uncompensated leave of absence for a period not to exceed ten (10) duty days.
- 9.7.2 Any Unit member wishing to take short-term uncompensated leave shall obtain prior approval from the Associate Superintendent, Personnel Support Services or designee.
- 9.7.3 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.
- 9.7.4 For personal hardship or health reasons, the Superintendent may grant up to thirty (30) duty days of uncompensated leave upon written request from the Unit member.

9.8 Judicial Leave

- 9.8.1 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.
- 9.8.2 Judicial leave, when granted pursuant to Section 9.8.1 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 fees received by the Unit member must be remitted to the District.

- 9.8.3 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.
- 9.8.4 If the Unit member receives fees which are in excess of regular earnings, the employee shall be excused without pay.
- 9.8.5 In the event that a Unit member is required to appear for jury duty or to appear in court pursuant to a lawful subpoena, and a substitute is hired to replace the Unit member, such Unit member shall not be required to return to work for that day.
- 9.8.6 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 ($\frac{1}{2}$) the Unit member's paid assignment and a substitute is not hired to replace the Unit member, such Unit member shall not be required to return to work for that day.
- 9.8.7 With the exception of twelve (12) month contracted employees, Unit members summoned to serve 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.

9.9 Military Leave

Leaves of absence for Military Duty shall be granted and compensated in accordance with all applicable State and Federal laws and the provisions of this Agreement.

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.

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 ($\frac{1}{2}$) regular salary, which the employee would have earned during the twelve (12) month period of time following commencement of the leave.

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 rate of thirty (30%) percent or more by the United States Department of Veteran 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 military 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 and shall remain available for use of the following twelve (12) months of employment. Leave of absence for 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 a leave of absence for illness or injury granted under the section is used for treatment of a military service-connected disability.

9.10 Unauthorized Leave

Unauthorized leave 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.

9.10.1 Unauthorized leave may include, but is not limited to, refusals to provide service, unauthorized use of sick leave, and unauthorized use of other leave benefits.

9.10.2 An employee is deemed to be on unauthorized absence at such time and on such occasions as the employee may absent themselves from required duties without prior approval of their principal or immediate supervisor, except as provided for in this Agreement.

9.11 Compelling Reasons Leave

9.11.1 Each member of the Unit shall be eligible to apply for a maximum of three (3) days of Compelling Reasons Leave annually. For the first two (2) days granted under this section, the Unit member shall receive the regular hourly rate of pay. For the third day granted under this section, the Unit member shall receive one-half ($\frac{1}{2}$) of the regular hourly rate of pay. Unused Compelling Reasons Leave does not accumulate to subsequent years.

9.11.2 Eligibility for this leave requires at least 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.

9.11.3 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.

9.11.4 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.

9.11.5 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.

9.12 Release Time for In-District Examinations and Interviews

When examinations and interviews within the District are scheduled during a Unit member's working hours, permanent Unit members shall be permitted to take such examinations and participate in such interviews during working hours, if necessary, without loss of pay or benefits.

9.13 Personal Reasons Leave

If a member of the Unit with a five-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.

9.14 Family Care Leave

9.14.1 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 9.16) 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.

- 9.14.2 Family Care Leave means leave for reason of the birth or adoption of the employee's child, or placement of foster child with the employee (see also Parental Leave at Section 9.16); leave to care for a seriously ill child, spouse, registered domestic partner, ~~and parent~~, 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.

- 9.14.3 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 leave.
- 9.14.4 Unit members granted Family Care Leave must utilize all available 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 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 sick leave to care for such individual may be granted at the discretion of the Associate Superintendent, Personnel Support Services or their designee.
- 9.14.5 Group health plan coverage and premium payments shall be maintained on the same basis as if the employee were in paid status.
- 9.14.6 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.

9.15 Donation of Sick Leave For Catastrophic Illness

9.15.1 Sick Leave Bank. The District shall establish a 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.

9.15.2 "Catastrophic illness" is defined to mean an illness or injury that is expected to incapacitate an employee or a member of their family, for an extended period of time, and which 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.

Members of the employee's family 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 of Personnel Support Services or their designee.

9.15.3 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.

9.15.4 Amount of Donation: An eligible Unit member must donate a minimum 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 school year.

9.15.5 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.

9.15.6 Maximum number of hours in sick leave bank. The maximum number of hours which may be accumulated in the sick leave bank is 8,000 hours.

9.15.7 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 partial pay 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 50 percent 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 or family member who is incapacitated to undergo an examination by a physician selected 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.

9.15.8 Procedure

(a) Annual solicitation by PSEA. Contributions for the catastrophic illness leave bank shall 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 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 will 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.

9.15.9 Governing Committee

The Governing Committee shall be composed of five members:

1. Three Unit members appointed by PSEA.
2. Two administrators.

The duties of the Governing Committee shall include the following:

1. To approve requests for withdrawal from the sick leave bank.
2. 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 votes will constitute a majority.

- 9.15.10 PSEA shall hold the District harmless and indemnify the District from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this section.

- 9.15.11 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.

9.16 Parental Leave for Child Bonding/Child Care

- 9.16.1 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), they may use up to twelve (12) work weeks of 50% partial pay of their regular salary earned and available under the illness or injury leave provisions of this Agreement, concurrently with the unpaid FMLA and/or CFRA leave entitlement. The twelve (12) work week partial pay shall be reduced by any period of sick leave, including accumulated

illness or injury leave taken during a period of parental leave pursuant to CFRA (Government Code Section 12945.2).

- 9.16.2 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.
- 9.16.3 A Unit member shall not be provided more than one (1) 12-week period per parental leave. However, if a school year terminates before the 12-week period is exhausted, the Unit member may take the balance of the 12-week period in the subsequent school year.
- 9.16.4 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.
- 9.16.5 A Unit member must have been employed at least 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.
- 9.16.6 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.
- 9.16.7 The minimum duration of the leave shall be for two (2) weeks. However, the District shall grant a request for 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.

9.17 Failure to Report for Duty Following Expiration of Leave

Failure to report for duty within five (5) working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the Board. PSEA shall receive copies of any written notices sent to employees concerning the abandonment of their position. A termination pursuant to this section shall be subject to the same procedures as any other dismissal for cause. This provision is not applicable to military leave.

TA 800 3/19/2024
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**ARTICLE 14
WAGES**

14.1 Salary Schedules

14.1.1 Effective July 1, 202~~32~~³, all PSEA Salary Schedules will be increased by a total of 5.0%.

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

If any other bargaining Unit for ~~2022-2023-2024~~ 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.

14.1.2 PERS Pension Reform Implementation

14.1.2.1 PERS Eligible Unit Members hired on or after January 1, 2013

Effective July 1, 2013, all Unit members hired by the District on or after January 1, 2013, or who become PERS eligible on or after January 1, 2013, shall be placed on the non-EPMC Schedule (5% higher than the EPMC Schedule). Unit members placed on the Non-EPMC Schedule shall pay one-half of the normal cost of PERS participation.

14.1.2.2 PERS Eligible Unit Members hired prior to January 1, 2013

All PERS members who are compensated based on placement on the EPMC Schedule will remain on the EPMC Schedule and the District will continue to pay their PERS member contribution.

14.1.2.3 The District's payment of a Unit member's PERS contribution under the EPMC Schedule shall be included in any salary comparability study conducted by the District and PSEA or the Personnel Commission of the District.

14.1.2.4 Both the District and PSEA believe the above provisions are permissible and in compliance with PERS statutes, regulations, and directives. It is understood and agreed that if any of the above provisions are contrary to existing or future PERS statutes, regulations, or directives, such statutes, regulations, or directives shall supersede the above

provisions. The District and PSEA agree to meet and negotiate for the purpose of revising any of the above provisions that require amendment due to superseding PERS statutes, regulations, or directives.

14.2 Longevity

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 ½ 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 ½ 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 ½ 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 ½ 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 ½ 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 8 percent (8%) in amount above the employee's salary prior to promotion exclusive of special pay additives.

14.4 Night Differential

Unit I
Tentative Agreement
March 14, 2024

- 14.4.1 A night differential of 5 percent is established to compensate for all shifts that have 50 percent (50%) or more work between the hours of 5:00 p.m. and 8:00 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 50 percent (50%) of their time between the hours of 5:00 p.m. and 8:00 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 affording PSEA an opportunity to meet and negotiate.

14.6 Overtime

- 14.6.1 Overtime is defined as all directed work by a Unit member in a paid status, in excess of eight (8) hours per day worked or in excess of forty (40) hours per workweek. When a four-day workweek is established, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed 10 hours. Work performed on the fifth, sixth and seventh days shall be compensated for at a rate equal to 1-1/2 times the regular rate of pay.
- 14.6.2 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. For full time employees 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.

Employees having an average workday of four hours or more during the workweek shall receive one and one-half (1-1/2) the employee's hourly rate of pay for all hours of work assigned on the sixth or seventh consecutive day following the commencement of the workweek.
- 14.6.3 When employees are required to work on a regularly scheduled day off, they shall receive time and one-half (1-1/2) the regular rate of pay and be guaranteed two (2) hours of pay.
- 14.6.4 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 of

pay.

- 14.6.5 Compensatory time off may be substituted for overtime pay upon the request of the employee and the approval of the employer. Such time off to be computed at the rate of one and one-half (1-1/2) times the number of hours worked as overtime.
- 14.6.6 Such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District. Unit Members may use earned compensatory time in lieu of vacation time during the district recess days stated in 7.1.3.
- 14.6.7 Unit Members shall submit a copy of their signed Compensatory Log for payment of unused compensatory hours when changing locations or for unused compensatory time accumulated at the 13th month. Upon such submission, the Unit members shall be paid all unused compensatory hours on the following pay period.

14.7 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 14.13 have been satisfied, the employee will be paid out of classification pay pursuant to Section 14.13 rather than at the "sub rule" for those additional hours.

14.78 Overnight Assignment

The following procedure will be used when the District determines that a Unit member is needed to provide services to a special needs student on an overnight

148-7.1 Selection process/assignment

The selection process will not advance to another level if there is at least one qualified volunteer at the current level. When there are two or more volunteers within one level the senior employee will be given first consideration when all things are equal.

- (a) The current employee assigned to the special needs student will be given first choice to attend.
- (b) Permanent employee at site in same classification and overall satisfactory evaluation (meets standards) and not one-on-one assignment.
- (c) Permanent employee at site on eligibility list with overall satisfactory evaluation (meets standards) and not one-on-one.
 - Permanent special education assistant employee at site with overall satisfactory evaluation (meets standards) and not one-on-one.
- (d) Permanent employee in same classification with overall satisfactory (meets standards) at another site and not one-on-one.
- (e) District choice.

Selection within level 1 – 4 will be based upon the following:

- (a) Willingness to fulfill assignment responsibilities (duration, overnight).
- (b) Gender appropriate
- (c) Meet physical demands and/or medical needs of student.
- (d) No work restrictions that adversely impact ability to provide service to student.
- (e) Factors or experience specific to the needs of the student or assignment.

When two or more volunteers within a level are equally qualified the most senior employee will be given first consideration.

If the current employee will not or cannot assume the assignment they may be reassigned for the period of the assignment to cover the absence of the person from the same or another site covering the assignment.

14.78.2 Compensation

Employees will be compensated for eight (8) hours at their regular rate of pay and will receive a stipend of \$50.00 per day. Necessary expenses for food and lodging will be provided by the employer. Employees who provide direct support overnight to medically fragile or profoundly disabled students will be compensated accordingly, upon approval by their principal.

14.89 Call Back

When a Unit member is required to return to work after having left their regular duty station following the completion of a regular workday/work shift/workweek, the employee shall be paid for a minimum of three (3) hours at the appropriate rate of pay without regard to the length of time worked. Overtime pay is subject to the provisions of Section 14.6.

14.910 Call In Time

Any Unit member called in to work on a day when they are not scheduled to work shall receive not less than three (3) hours of pay at the appropriate rate.

14.101 Expense Reimbursement

Unit members who incur travel expenses, including food and lodging expenses, due to a work assignment away from the District shall receive reimbursement in accordance with District operating procedures. (Submission of form entitled "Conference/Meeting Attendance Request and Expense Claim".)

14.142 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 at the Board 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.

14.123 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 the entire period.

The salary adjustment shall be determined by placement of the Unit member on the step of the range which most closely approximates an 8 percent (8%) increase in the Unit member's salary. However, the maximum adjustment shall be Step 6 of the salary schedule.

14.134 Pay Options

Unit members with a work year less than eleven and one-half (11 ½) months will receive eleven (11) equal pay warrants.

14.145 Unit members who are required to attend license or certification classes as a condition of continued employment, i.e. CPR, shall receive compensation in accordance with the Fair Labor Standards Act and scheduled with Supervisor approval.

For employees requested to have CPR/First Aid Certification by their supervisor and agreed to by the employee, time spent on training will be compensated in accordance with the Fair Labor Standards Act and the District will pay for the cost of the certificate.

The District will develop and maintain an exclusive list of CPR/First Aid certification vendors to ensure quality and consistency of training. All training, including site training, must come from the District's approved list.

District sponsored training sessions will be provided on a variety of days, times and locations, not less than four (4) times per year.

14.156 Campus Security Supervisors and Lifeguards who are required to work out of doors in inclement weather shall be provided a hooded raincoat.

14.167 Error in Salary

Whenever it is determined that an error has been made in the calculation or reporting in any Unit member's payroll or in any Unit member's salary the District shall, within five (5) workdays following such determination, provide the Unit member with a statement of the correction and a supplemental payment drawn on any available funds.

14.178 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.

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

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

14.178.2 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. This does not include classes, courses, workshops or "other" types of programs required to maintain certification or licensing 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.

14.178.3 Approval Process

14.178.3.1 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.

14.178.3.2 In advance of each school year, the Financial Incentive Committee will establish three (3) submission deadlines for requests to be reviewed and considered.

14.178.3.3 An employee must submit a request for financial incentive support on District form LSS-21, *Education Financial Incentive for Classified Employees Request for Reimbursement*, to the Financial Incentive Committee prior to the class, course, workshop or "other" type of program. Requests submitted for course/training that occurred prior to the current fiscal school year will not be considered.

14.178.3.4 Three 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.

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

14.178.4 Budget

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

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

- Employee Eligibility Four (4) criteria outlined for employee eligibility. If all four are met, then employee is eligible and is scored one (1) point.)
- Course/Workshop Eligibility (6 criteria outlined for course/workshop eligibility. If all 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.

14.189 Professional Learning Program (PLP)

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

14.189.1 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.

14.189.2 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 \$500.00 per year (paid tenthly) from the Professional Learning Program Budget for participating on the Advisory Board.

14.189.3 Professional Learning Coordinator

The Professional Learning Coordinator shall coordinate and manage the Professional Learning Program for both 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 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.

14.189.4 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.

14.189.5 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 twelve (12) PSEA Unit members per year between Unit I and Unit II to serve as Professional Partners.

Professional Partners shall be tasked with assisting new hires and promotional probationary employees in succeeding at their new positions. Professional Partners shall be provided up to fifty (50) hours of release time or ten (10) release days, whichever amount is less annually during their scheduled work day to meet with new hires and promotional probationary employees as needed. The scheduling of the release time must be mutually agreed upon by the employee and the employee's supervisor. Such approval shall not be unreasonably denied.

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

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

14.189.6 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.

14.2019 Professional Growth Days

Two 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 (14.18.2).

14.20 Classification Review Cycle

~~The District will commit to fund the Personnel Commission's recommended Unit I salary adjustments for the remaining Cycles 3 through 6 of the classification review process, up to a maximum of \$1.3 million ongoing across Units I and II. The parties reasonably believe that the Personnel Commission's recommendations will not exceed the foregoing cap; however, if these recommendations exceed the foregoing cap, the District commits to increase the cap by \$1,000,000 for a total of \$2.3 million ongoing across Units I and II to fund the recommended salary adjustments for the remaining Cycles 3 through 6 of the classification review process. In the event the salary recommendations exceed the \$2.3 million ongoing cap, the parties agree to promptly negotiate how to fund the salary recommendations in excess of the cap.~~

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

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

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

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

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

~~14.21 To the extent the effective dates in this Article are inconsistent with the expiration date set forth in Article 22, the effective dates in this Article are controlling over Article 22.~~

~~1.~~

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.

TA JED 1/31/2024
FSM - 3/28/2024

**ARTICLE 21
LIMITED-TERM (SUBSTITUTE) EMPLOYEES**

21.1 This Article shall apply to Limited-Term (substitute) employees which were added to the Unit by PERB Decision No. 2441-E (Case No. LA-EU-867-E).

Office Assistant II,
Library Media Technician,
LAN Administrator,
Campus Security Specialist,
Health Services Technician,
Program Aide ESS/ASES,
Lead Middle School ASES Assistant,
Instructional Assistant-Preschool,
Instructional Assistant ELL,
Instructional Assistant I-Special Education,
Instructional Assistant II-Special Education,
Crossing Guards,
Life Guards, and
Athletic Trainer

In addition, this Article shall apply to Limited-Term employees and substitute employees performing services in other classifications that are part of the PSEA Bargaining Unit.

References in this Article or in this Agreement to Limited-Term (substitute) employees shall refer to individuals providing substitute services in any of the Unit classifications listed above.

21.2 Salary Placement

Limited-Term (substitute) employees shall normally be placed in Step 1 of the salary range designated for the classification in which the employee provides substitute services. Nothing herein precludes the Associate Superintendent of Personnel Support Services or designee from authorizing a higher step placement for an exceptionally well-qualified individual who possesses a skill set greater than other Limited-Term (substitute) employees. Placement of a Limited-Term (substitute) employee at a step other than Step 1 shall be within the sole discretion of the Associate Superintendent of Personnel Support Services or designee.

The administrator or designee at the worksite shall be responsible for completing and verifying the substitute employee's timesheets for substitute services performed at the worksite, which includes identifying the absent individual's name for whom the substitute employee is providing substitute services. The District shall rely upon the approved timesheets submitted by the Time Manager to determine the salary placement for the substitute employee.

21.3 Other Wage Provisions

OVERTIME: Limited-Term (substitute) employees who work in excess of eight (8) hours per day or in excess of forty (40) hours per workweek shall be compensated at the rate of one and one-half (1-1/2) times the Unit member's regular hourly rate. Limited-Term (substitute) employees required to work on a holiday (as defined in

Article 6) shall be compensated at the rate of one and one-half (1-1/2) times the Unit member's regular hourly rate (in addition to any other applicable provision of this Article)

NIGHT DIFFERENTIAL: Section 14.4 shall apply to Limited-Term (substitute) employees in the same way it applies to regular employees.

CALL BACK / CALL IN: Limited-Term (substitute) employees called in to work or required to return to work shall receive no less than one (1) hour of pay at the appropriate rate.

ERRORS IN SALARY: Section 14.17 shall apply to Limited-Term (substitute) employees in the same way it applies to regular employees.

21.4. Mileage

MILEAGE AND REIMBURSEMENTS: Sections 14.11 and 14.12 shall apply to Limited-Term (substitute) employees in the same way they apply to regular employees.

21.5 Professional Growth

Limited-Term (substitute) employees shall be eligible to participate in the Professional Learning Program and Education Financial Incentive Program specified in Sections 14.18 and 14.19 of the Agreement.

21.6 Sick Leave

Limited-Term (substitute) employees shall accrue sick leave at the rate of one hour per thirty (30) hours worked. Usage of such leave shall be governed by Section 9.1.2. In addition, Limited-Term (substitute) employees who work continuously for more than six (6) months shall be granted sick leave benefits as defined in Section 9.1.1.

21.7. Holidays

Limited-Term (substitute) employees whose assignment is for more than six (6) months shall be paid for those holidays occurring during their assignment period.

21.8 Other Applicable Articles

Articles 1, 2, 3, 4, 12, 13, 16, 17, 18, 19, 20, and 21 shall apply to Limited-Term (substitute) employees in the same way they apply to regular employees.

21.9 No other provisions of this Agreement shall apply to Limited-Term (substitute) employees unless such is expressly set forth in this Article.

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TA Agg. 4/3/2024
FSM - 4/9/2024

**ARTICLE 22
TERM OF AGREEMENT**

22.1 This agreement shall be effective July 1, ~~2023~~~~2022~~, and will continue until June 30, ~~2026~~~~2023~~.

22.2 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.

