

ARTICLE 5

HOURS OF EMPLOYMENT

5.1 Work Year

The Board shall determine the total number of workdays each year for each member of the Unit. The parties shall meet for the purpose of establishing employees' work year calendar and the timing of extra days, if any. The District agrees to meet and negotiate with PSEA regarding the decision and impacts and effects to implement an across-the-board work year reduction for all classifications of employees in the PSEA bargaining Unit.

Generally, Unit members shall have a work year, which consists of nine and one half (9 ½) months – 185 workdays, ten (10) months – 195 workdays, ten and one half (10 ½) months – 202 workdays, eleven (11) months – 209 workdays, eleven and one half (11 ½) months – 220 workdays or twelve (12) months – 2443 workdays.

5.2 Workweek

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

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

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

5.2.4 Employees will be notified of their work hours. When there is a change of work hours of more than one-half (1/2) hour for more than five (5) consecutive working days, the employee will receive a ten (10) working day notice before such change is made, unless mutually agreed to by PSEA and the supervisor.

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

5.2.5 Employees who work a minimum of five (5) consecutive hours shall be entitled to a one-half (1/2) hour non-paid, duty-free lunch break, as close to the middle point as possible. In addition, employees shall receive at least one additional fifteen (15) minute break if an employee works seven (7) hours or more.

5.2.6 It will be the general practice of the District to utilize a Monday through Friday workweek. However, the District reserves the right, when necessary, to alter the workweek. The workweek for full-time employees will include five (5) consecutive days with two (2) consecutive days off unless otherwise mutually agreed upon by the District and employee.

~~5.2.7 Out of Class~~

~~If a Unit member is assigned to work in a higher classification for more than five (5) working days within a fifteen (15) calendar day period, the Unit member will receive an upward salary adjustment for all days assigned to a higher classification.~~

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

5.3 Extra Work

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

If a supervisor or department head does not assign temporary project work/extra work to Unit members assigned to the particular work site or department, temporary project work/extra work of twenty-five (25) or more hours shall be listed on the Personnel Commission's website as available work prior to the selection of non-site/department regular employees to perform the work. An employee may not accept a temporary project work assignment that would conflict with the employee's regular contracted hours. The listing shall contain required qualifications, compensation and direction on how to apply. The selection of one non-site/department bargaining Unit member over another for project work/extra work shall be within the sole discretion of the District and shall not be subject to the grievance procedure.

If no regular District employee accepts an assignment of twenty-five (25) or more hours, then it shall be offered to appropriately qualified limited term employees.

5.4 Increased Hours - Food and Nutrition

Unit II

Tentative Agreement

June 2023

November 2, 2023

5.4.1 When an existing part-time position is assigned an increase in time of one (1) hour or more per day or when a position is assigned increased time so that it becomes eligible for health and welfare benefits, the position shall be advertised to employees and offered to Unit member applicants within the classification consistent with Personnel Commission Rules and Regulations. Increased hours to existing positions of less than one (1) hour shall be assigned within the discretion of the District.

5.4.2 Nothing in Section 5.4 shall prevent the District from creating new full-time or part-time positions in lieu of increasing hours in existing positions.

5.4.3 A Unit member who has received a current overall unsatisfactory job evaluation shall not be eligible for greater assigned time as discussed in Section 5.4.1 and 5.4.4.

5.4.4 District sponsored and paid extra work of a temporary nature shall be offered on a rotating basis to the most senior Unit member within the classification at the work site. Section 5.4 shall not apply to the catering programs and A.S.B. sponsored or similar activities where costs are ultimately paid by an organization other than the District.

ARTICLE 6

HOLIDAYS

6.1 The following ~~seventeen~~^{sixteen} (17~~6~~) holidays are recognized paid holidays by the employer during the term of this contract:

- (a) New Year's Day
- (b) Martin Luther King Day
- (c) Lincoln's Birthday
- (d) Washington's Birthday (Presidents' Day)
- (e) One (1) day in the spring to be designated by the Superintendent
- (f) Memorial Day
- (g) Juneteenth
- ~~(h)~~ Independence Day
- ~~(i)~~ Labor Day
- ~~(j)~~ Admission Day or an alternate day designated by the Superintendent
- ~~(k)~~ Veterans Day
- ~~(l)~~ Day during the week of Thanksgiving
- ~~(m)~~ Thanksgiving Day
- ~~(n)~~ Day after Thanksgiving Day
- ~~(o)~~ Christmas
- ~~(p)~~ Two (2) days during the winter holiday at a time designated by the Superintendent

6.2 Employees who are not normally assigned to duty during school recess shall be paid for those holidays occurring during any recess if they were in paid status in the workweek preceding or succeeding the recess. The local holidays shall be on days when PUSD classes are not in session.

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

6.4 Should the President, Congress, Governor of California, or the California State Legislature declare a public fast, Thanksgiving or holiday which is mandated as a

- paid holiday for public schools, such days shall be recognized as holidays in addition to those holidays listed in Section 6.1.
- 6.5 Employees shall be entitled to any paid holidays which are observed during an employee's contracted work year, provided that they are in paid status in the workweek preceding or succeeding the holiday.
 - 6.6 If a paid holiday is observed on an employee's scheduled day off, he/she shall be paid for the unworked holiday or shall be entitled to an additional day off.
 - 6.7 If a paid holiday is scheduled while an employee is on a paid leave status, then that day shall not be deducted from the employee's accrued leave.
 - 6.8 The specific dates of all holidays will be established in the adopted school District calendar. The Exclusive Representative shall be entitled to have not more than three (3) representatives serve on the District Calendar Committee for both Units I and II.
 - 6.9 If an employee has a workweek which consists of less than five (5) consecutive workdays and a holiday falls on a non-scheduled workday during the workweek for such employee, the employee shall have his/her current or succeeding workweek adjusted to reflect appropriate paid time off. The appropriate number of hours of paid time off shall be determined by dividing the total number of hours in the employee's workweek by five (5) (i.e., fifteen (15) hour workweek = three (3) hours of paid time off).
 - 6.10 Notwithstanding the adoption of separate work schedules for the teaching and classified services, on any school day during which pupils would otherwise have been in attendance but are not, and for which teachers receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.
 - 6.11 When a holiday listed in this Article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in this Article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
 - 6.12 Employees required to work during any of the holidays shall be paid compensation for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half of the employee's regular rate of pay.

TA JOD 11/29/2023
f&R 12/8/2024

ARTICLE 9

LEAVES

9.1 Sick Leave

9.1.1 Each twelve (12) month classified employee is entitled to twelve (12) days of sick leave annually, with pay, accumulative without limit, for the diagnosis, treatment, or care of their personal illness or injury and for appointments related to preventative care for themselves. Employees who are the victims of domestic violence, sexual assault or stalking are also entitled to use their accrued sick leave for the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a). The proration is one (1) day per month of service, or major portion thereof, for all employees including those whose service is less than twelve (12) months annually. Credit for leave need not be accrued prior to taking such leave; however, new employees may not take over six (6) days of sick leave until they have completed six (6) months of service. Employees who have been paid for sick leave in excess of their accrued sick leave entitlement shall have their sick leave reduced to reflect such excess payout for use of sick leave or shall work with Payroll to develop a repayment plan regarding the excess payout. Also, all unaccrued leave taken by an employee under this rule shall be deducted from a final paycheck.

9.1.2 Proof of illness or injury shall include notification (if possible, prior to absence) to the Superintendent or designee and any further evidence the Personnel Support Services Department may reasonably require. Persons absent more than five (5) days, shall be required to submit to the District a practicing health care provider's statement, or in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under Equal Employment Opportunity Commission (EEOC) guidelines, that the employee is fit for service. For absences of five (5) days or less, no employee shall be required to provide a health care provider statement unless the District has a reasonable belief that the employee is abusing sick leave.

9.1.3 Classified employees who work five (5) days per week for the full year, but for less than a maximum day are entitled to twelve (12) days sick leave each school year of the same length regularly worked. Should a classified employee be transferred from a day of less than maximum time to one of greater maximum time or should an employee be transferred from greater maximum time to one of lesser maximum time, time shall be altered up or down. Said employee's sick leave account shall be increased or decreased in direct proportion to the ratio of time previously worked per day to time presently worked per day.

9.1.4 Classified employees hired for less than a full year (e.g., ten months) shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this Section, until the first day of the calendar month after completion of six (6) months of active service with the District.

9.1.5 Upon exhaustion of all accumulated sick leave credit, a regular classified employee who continues to be absent for purposes of this policy shall receive extended sick leave pay for a period not to exceed one hundred (100) working days in any school year. In order to qualify for extended sick leave pay, an employee shall first utilize all accumulated sick leave and in no event shall days of extended sick leave, when combined with sick leave credit utilization, exceed one hundred (100) days in any fiscal year. Any such days of sick leave beyond those granted under the first paragraph of this rule shall be compensated at fifty percent (50%) of the employee's regular salary. Paid sick leave under this rule shall not include other paid leave such as holidays, vacations or compensating time off to which the employee may be entitled.

9.1.6 If all available sick leave is exhausted, permanent employees may opt to use accrued vacation for illness or injury. Such requests must be in writing, accompanied by proof of illness or injury, and submitted to the Associate Superintendent, Personnel Support Services or their designee for approval.

9.1.7 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which Unit members have engaged in a concerted work stoppage unless the Unit member provides such certification as required by the Superintendent.

9.1.8 Pursuant to Labor Code sections 233 and 246.5, employees are entitled to use sick leave for the diagnosis, treatment, or care of existing health conditions of an immediate family member as defined in Section 9.7.2 or a designated person as defined under Labor Code section 245.5, and for appointments related to preventative care for their immediate family member or designated person. "Designated person" for purposes of this section means a "person identified by the employee at the time the employee requests paid sick days." The employee shall identify the designated person at the time they request the leave. The employee shall be limited to one designated person per 12-month period for paid sick days pursuant to this section. For the foregoing purposes specified in Section 9.1.8, an employee may use, in any calendar year, the amount of sick leave that would accrue during six months at the employee's then current rate of entitlement pursuant to Labor Code section 233.

9.2 Industrial Accident and Illness

9.2.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave accrues immediately by virtue of employment with the employer.

- (a) Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.
- (b) An employee who has sustained a job-related injury shall report the injury on the appropriate District form as soon as possible to the immediate supervisor. An employee shall report any illness on the appropriate District form to the immediate supervisor as soon as possible of knowledge that the illness is an alleged industrial illness.

9.2.2 Requirements are those provided in compliance with the California Education Code Statutes, but will not exceed a maximum of sixty (60) days for each industrial accident or illness. Medical proof of ability to return to work after this leave with or without restrictions that can be reasonably accommodated is required. Exceptions may be made for limited workload consistent with District needs and at the discretion of the employer.

9.2.3 Allowable leave shall not be accumulative from year to year.

9.2.4 Industrial accident or illness leave will commence on the first day of absence.

9.2.5 Payment of wages lost on any day shall not, when added to an award of temporary disability granted the Unit member under workers' compensation laws for the State, exceed the normal wages for the day.

9.2.6 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to workers' compensation proceedings. This applies to each accepted industrial injury.

9.2.7 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the Unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.

9.2.8 When entitlement to industrial accident or illness leave has been exhausted or not earned, entitlement to another sick and/or vacation leave may be used. A Unit member shall be entitled to use only so much of the available sick and/or vacation leave, which, when added to the worker's

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

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

9.3 Personal Necessity Leave

9.3.1 The employer will grant to each Unit employee up to ten (10) days of Personal Necessity Leave with pay per year, deductible from sick leave.

9.3.2 "Personal Necessity" shall be strictly limited to its common and ordinary meaning, to wit: Circumstances which are truly unavoidable, beyond the control of the Unit member and in the nature of compulsion. Leave for personal convenience, civic or non-emergency reasons, or circumstances created by the choice of the Unit member do not constitute Personal Necessity Leave.

9.3.3 A maximum of ten (10) days which the Unit employee has earned pursuant to leave of absence for illness or injury (sick leave) may be used by the employee for cases of personal necessity, including but not limited to any of the following:

- (a) Death of a member of employee's immediate family when additional leave is required beyond the employee's bereavement leave or other leaves granted by the employer.
- (b) Accident, involving the employee's person or property, or the person or property of a member of the employee's immediate family.
- (c) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- (d) Serious illness or surgery involving a member of the employee's immediate family as verified by a medical practitioner.
- (e) Personal Necessity Leave may be taken to observe religious holidays for a maximum of five (5) days annually. Such leave requests shall be considered with reference to applicable EEOC guidelines.

- (f) A parent upon the birth or adoption of a child may use Personal Necessity Leave, and shall be granted, upon request, up to twenty (20) days Personal Necessity Leave in addition to the days specified under Article 9.3.1. Effective July 1, 2020, Unit members who are eligible for Parental Leave as described in Section 9.18 shall not be eligible to also receive these twenty (20) days of additional Personal Necessity Leave.

9.3.4 Upon exhaustion of compelling reasons leave, up to two (2) additional days of Personal Necessity Leave may be accessed for graduation of a family member from a four-year college or university.

9.3.5 A parent, step-parent, guardian, foster parent, grandparent, or other person standing in loco parentis to a child, may take up to forty (40) hours of Personal Necessity Leave each year for any of the following reasons:

- (a) Up to eight (8) hours in a calendar month to find, enroll, or re-enroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, upon reasonable advance notice;
- (b) Upon notice to the supervisor, to address a child care provider or school emergency, such as:
 1. The school or child care provider has requested the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
 2. Behavioral or discipline problems;
 3. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
 4. A natural disaster, including but not limited to, fire, earthquake, or flood.

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

9.3.7 Personal Necessity Leave may be granted due to a death or serious illness involving a special or personal relationship upon written request to the Associate Superintendent, Personnel Support Services.

9.4 Judicial Leave

9.4.1 Unit members who are required to serve as jurors or to appear in court pursuant to a lawful subpoena shall be entitled to leave without loss of pay, except as provided for hereinafter.

9.4.2 Judicial leave, when granted pursuant to Section 9.4.1, may be granted with pay up to the amount of the difference between the Unit member's regular earnings and the amount received for jury or witness fees. All witness or jury duty fees received by the Unit members must be remitted to the District.

9.4.3 Unit members who appear in court under a subpoena must submit a copy of the subpoena and/or a court verification of appearance in order to receive pay under this Section.

9.4.4 The jury duty or witness fee referred to in Section 9.4.2 shall not include amounts reimbursed for mileage, meals, or other similar reimbursements.

9.4.5 In the event that a Unit member is required to appear for jury duty or to appear in court pursuant to a lawful subpoena for a daily period of time more than one-half (1/2) the Unit member's paid assignment, such Unit member shall not be required to return to work for that day.

9.4.6 Employees who are informed that they will be released from jury duty too late in the day to be included in the following day's work schedule shall inform their supervisors accordingly and shall report to work the following day.

9.4.7 With the exception of twelve (12) month contracted employees, Unit members summoned to appear for jury duty during the student academic calendar may choose to defer jury duty to non-contract days. These employees who receive court permission to defer jury duty to non-contract days shall be paid a flat rate stipend of \$50.00 for each day served. Unit members must attach a copy of the original summons as well as the court timesheet documenting actual time served to a P-9 form. The P-9 must be submitted to Payroll within ninety (90) days of the employee's return to work. Employees whose original summons was for jury duty during non-contract days shall not be eligible for this provision.

9.5 Leave For Legislative Position

9.5.1 Any permanent classified employee elected to the Legislature may be granted a leave of absence from duties as an employee of the District.

During the term of such leave, the employee may be employed by the School District to perform less than full-time service for compensation and terms and conditions as may be mutually agreed upon. Within six (6) months after the term of office of an employee on leave expires, the employee shall be entitled to return to the position held at the time of election, at the salary the employee would have been entitled to if not absent. If an employee cannot be placed in a vacant position in the same class upon return from the leave of absence, bumping and reemployment rights shall prevail.

9.6 Military Leave

9.6.1 Military leaves of absence shall be granted and compensated in accordance with all applicable state and federal laws and the provisions of this Agreement.

9.6.2 Ten (10) days unpaid leave for a spouse of a service member returning from duty shall be granted. If available and at the employee's discretion, they may use up to ten (10) personal necessity days.

9.6.3 Additionally, based upon the level of demand and the fiscal resources budgeted by the District, the Board may grant compensated leaves of absence for up to an additional eleven (11) months of one-half (1/2) regular salary, which the employee would have earned during the twelve (12) month period of time following commencement of the leave.

9.6.4 In addition to any other leave of absence for illness or injury with pay, a classified employee hired on or after January 1, 2017 who is a military veteran with a military service-connected disability rated thirty percent (30%) or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to twelve (12) days for the purpose of undergoing medical treatment for their medical service-connected disability. Credit for leave of absence for illness or injury granted under this Section shall be credited to a qualifying classified employee on the first day of employment. Leave of absence for the illness or injury credited pursuant to this Section that is not used during the twelve (12) month period shall not be carried over and shall be forfeited. This leave shall be pro-rated for employees working fewer than twelve (12) months or fewer than eight (8) hours per day. The District may require submission of satisfactory proof that leave of absence for illness or injury granted under this Section is used for treatment of a military service-connected disability.

9.7 Bereavement Leave

9.7.1 Every classified employee is entitled to a leave of absence, after making application, not to exceed five (5) days on account of the death of any

member of the immediate family as defined in 9.7.2. A bargaining Unit employee is entitled to ten (10) days of bereavement leave on account of the death of their child or the employee's current spouse. No deduction shall be made from the salary of such employee, nor shall leave be deducted from leave granted by other sections of this Agreement. Employee may be required to submit proof of attending the funeral. All employees will be paid straight time hours on such scheduled days of work for which the employee is excused.

Any request for bereavement leave shall be kept confidential by District management and shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law. Bereavement leave must be taken within six (6) months of the death of the employee's immediate family member.

9.7.2 Members of the immediate family, as used in this Section, mean the parent, grandparent, grandchild, spouse, child, child-in-law, sibling of the employee or spouse, or the ex-spouse who is the parent of the employee's child, or any relative living in, or long established members of, the immediate household of the employee. Spouse is defined to include current husband, current wife or current domestic partner.

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

9.8 Compelling Reasons Leave

9.8.1 Each member of the Unit shall be eligible to apply for a maximum of three (3) days of Compelling Reasons Leave annually. 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 (1/2) of the regular hourly rate of pay. Unused Compelling Reasons Leave does not accumulate to subsequent years.

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

9.8.3 Eligibility for this leave shall be based upon instances of compelling personal importance which require the Unit member to be absent from the work site during duty hours. Legitimate reasons for requesting the leave include legal or business transactions or matters involving the Unit member's household or family, or other matters deemed by the Unit member to be of compelling personal importance.

9.8.4 Under no circumstance shall the Unit member be permitted to use Compelling Reasons Leave for the purpose of concerted or individual work slowdowns or other refusals to perform regular services or any aspect of preparation relating to a work stoppage. Also, under no circumstance shall Compelling Reasons Leave be granted for recreational purposes or for the purpose of extending a holiday or vacation. Use of this leave upon the beginning of the student school year is subject to review by the principal or immediate supervisor.

9.8.5 All requests for Compelling Reasons Leave shall be subject to a review by the principal or immediate supervisor to determine compliance with the eligibility requirements set forth in this Section.

9.9 Absence for In-District Examination & Interviews

9.9.1 An employee shall be permitted to be absent from duties during working hours in order to take an examination or to be interviewed for promotion in the District, without deduction of pay or other penalty, provided that two (2) days notice is given to the immediate supervisor. It is understood it may be necessary for the employee to clean up prior to participating in the interview.

9.10 Leave of Absence Without Pay

9.10.1 An extended leave of absence without pay may be granted to a permanent classified employee, upon the written request of the employee and approval of the Superintendent or designee, subject to the following restrictions:

- (a) Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave for military service shall be granted as provided by the statutes of the United States and the California Military and Veterans Code, and leave for service in the Peace Corps or Merchant Marines during time of national emergency may be granted for a period not to exceed twenty-four (24) months, and
- (b) The granting of a leave of absence without pay gives to the employee the right to return to the position classification held at the time of leave at the expiration of the leave, provided the employee is physically and legally capable of performing the duties required.

9.10.2 Employees shall make requests pursuant to Section 9.10.1 on a mutually-agreed upon form. Employees shall be notified in writing whether the request is granted. If the request is denied, the notice shall provide specific reasons for the denial.

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

9.10.4 An employee may make a written request to the Board of Education to return to work prior to the expiration date of the leave, which may be approved or rejected by the Board.

9.10.5 If an employee cannot be placed in a vacant position in the same class upon return from leave of absence, the employee shall have bumping and reemployment rights, in accordance with seniority, in the same manner as if the employee had been laid off for lack of work or lack of funds on the date the leave expires.

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

9.11.1 Any permanent employee who accepts an assignment within the District to an exempt, temporary, or limited-term position shall, during such assignment, be considered, for status purposes, as serving in a regular position and such assignment shall not be considered separation from service. Upon completion of such service, the employee may, with management approval, return to the employee's regular position. Failure to complete the required service will constitute abandonment of position and may be grounds for disciplinary action.

9.12 Unauthorized Absence

9.12.1 Unauthorized absence is defined as non-performance of those duties and responsibilities assigned by the District and its representatives including all duties and responsibilities as defined by the Education Code, policies of the Board of Education, the rules and regulations of the District, and provisions of this Agreement.

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

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

9.13 Family Care Leave

9.13.1 A Unit member who has been employed one (1) year as a regular classified employee of the District and (except for purposes of Parental Leave described in Section 9.18) who has worked at least 1250 hours in the

previous twelve (12) month period of employment with the District shall be eligible for Family Care Leave for up to twelve (12) work weeks within a twelve (12) month period.

- 9.13.2 Family Care Leave means leave for reason of the birth of a child or adoption of the employee's child or placement of foster child with the employee (see also Parental Leave at Section 9.18); leave to care for a seriously ill child, spouse, parent, ~~or~~ registered domestic partner, or designated person; leave for the employee's own serious health condition.

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

- 9.13.3 When applicable, the District may require that a Unit member's request for Family Care Leave be supported by a certification issued by a health care provider of the individual requiring care.

- 9.13.4 Unit members granted Family Care Leave must utilize all available paid leave and vacation benefits during the period of leave. Following the exhaustion of all paid leave and vacation benefits, the Unit member shall be placed on unpaid status for the remainder of the Family Care Leave. For purposes of this Section, "available paid leave" means leave for which the employee meets the District's usual requirements for the use of such leave. Unit members with accrued sick leave in excess of one (1) year's accrual may utilize up to four (4) work weeks of their sick leave during family care leave to care for a seriously ill child, spouse, parent, or registered domestic partner. In cases involving a long-established personal relationship between a Unit member and an individual, use of accrued sick leave to care for such individual may be granted at the discretion of the Associate Superintendent, Personnel Support Services or their designee.

- 9.13.5 Group health plan coverage and premium payments shall be maintained on the same basis as if the employee were in paid status.

- 9.13.6 The District may recover from the Unit member the cost of group health plan premium payments paid by the District during periods of unpaid Family Care Leave if the Unit member fails to return to work after the expiration of the leave.

9.14 Donation of Sick Leave for Catastrophic Illness

- 9.14.1 Sick Leave Bank. The District shall establish a PSEA-wide catastrophic illness sick leave bank to which eligible Unit members may donate earned

and unused sick leave. This donation shall be irrevocable and shall be accomplished by the Unit member completing a written form entitled "Catastrophic Illness Sick Leave Bank Donation Form." The form shall clearly state that the sick leave days being donated are irrevocably given to the catastrophic illness leave bank, and cannot be rescinded for any reason whatsoever. A donation to the catastrophic illness leave bank shall be a general donation, and shall not be donated to a specific employee for their exclusive use.

- 9.14.2 "Catastrophic Illness" is defined to mean an illness or injury that is expected to incapacitate an employee or an immediate family member for an extended period of time, which incapacity requires the employee to take time off from work for an extended period of time, and taking an extended period of time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid leave.

"Family member" means the following relatives of the employee: spouse, child, child-in-law, sibling, parent, parent-in-law, grandparent, grandchild, domestic partner.

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

- 9.14.3 Governing Committee. The Governing Committee shall be composed of five (5) members:

- (a) Three (3) Unit members appointed by PSEA.
- (b) Two (2) administrators.

The duties of the Governing Committee shall include the following:

- (a) To approve requests for withdrawal from the sick leave bank.
- (b) To make any additionally necessary governing decisions relative to the operation of the sick leave bank.

Governing decisions will be made by consensus, where possible. Where a consensus decision cannot be reached, the governing decisions will be made on the basis of a majority vote; four (4) votes will constitute a majority.

- 9.14.4 Qualifications to make donations: A Unit member must meet the following qualifications in order to make an irrevocable donation to the catastrophic illness leave bank.

- (a) The Unit member must be a permanent classified employee of the District.
- (b) The Unit member must have an accumulated sick leave balance of at least ten (10) days at the conclusion of the school year immediately preceding the donation.

9.14.5 Amount of Donation: An eligible Unit member must donate a minimum of the equivalent of one (1) day of their contracted hours of sick leave to the bank. A Unit member may not donate more than twenty-five percent (25%) of their accumulated sick leave in any one (1) school year.

9.14.6 All references in this procedure to hours of donations or utilization are based upon full time employment. Hours of donations or utilization for part time employees shall be credited or used on a pro-rata basis.

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

9.14.8 Qualifications of Recipient

- (a) Any permanent Unit member who is, or whose family member is suffering from a catastrophic illness is eligible to apply for use of sick leave days in the catastrophic illness leave bank.
- (b) To be eligible for use of sick leave bank days, the Unit member must have exhausted all accrued paid leave credits, including all days of partially paid sick leave, vacation and other forms of paid leave.
- (c) A Unit member must use all paid leave credits that they continue to accrue on a monthly basis before receiving sick leave hours which have been donated to the catastrophic illness leave bank.
- (d) The maximum number of hours to be utilized by one Unit member for a single catastrophic illness shall not exceed 400 hours or fifty percent (50%) of the total available leave bank, whichever is less.
- (e) Any Unit member requesting use of sick leave hours in the catastrophic illness leave bank must provide the Governing Committee with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California. The Governing Committee may require the Unit member who is incapacitated to undergo an examination by a physician from a list supplied by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability. Results of the examination will be kept

confidential except to the extent necessary for the Governing Committee to determine whether the condition meets the standard for catastrophic illness.

9.14.9 Procedure

- (a) Annual solicitation by PSEA. Contributions for the catastrophic illness leave bank may be solicited by PSEA during the month of November each school year. The District shall prepare all forms which are to be used by PSEA for purposes of solicitation. Nothing herein precludes employees from contributing to the catastrophic illness leave bank at any other time of the year.
- (b) All requests for use of accumulated sick leave hours in the catastrophic illness bank shall be presented in writing to the District which shall forward that request to the Governing Committee. The District shall provide the Unit member with a copy of this contract provision. It shall be the responsibility of the Unit member to satisfy all conditions of eligibility.

9.14.10 PSEA shall hold the District harmless and indemnify the District from any and all claims, attorney's fees, judgments, costs, or settlements arising from the administration of this Section.

9.14.11 The Governing Committee's decision to deny a Unit member's request for donated catastrophic illness leave is final and not subject to the grievance procedure.

9.15 Pregnancy Disability Leave

9.15.1 The Board shall provide leaves of absence for any Unit member of the District who is disabled from working by pregnancy, miscarriage, childbirth, or recovery therefrom. Such absence may be requested and granted in accordance with the provisions of this Agreement applicable to sick leave and uncompensated leave.

9.15.2 Notice

A Unit member whose pregnancy has been verified shall report her condition to her supervisor as soon thereafter as known and indicate her plans if she intends to request a leave of absence other than for disability due to pregnancy, miscarriage, childbirth, or recovery therefrom.

9.15.3 Duration of Pregnancy Disability Leave (Sick Leave)

A pregnant Unit member shall be granted pregnancy disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery therefrom. The Unit member and her physician or practitioner shall determine as far in advance of the anticipated date of childbirth as is feasible the date on which her pregnancy will disable her from the performance of her duties and report that date to her supervisor in order that substitute services may be arranged. Similarly, the Unit member and her physician or practitioner shall determine and report the date on which she is likely to be physically capable of returning to her duties following the termination of her pregnancy. In either case, the Board may verify the claim of the Unit member that she is disabled from the performance of her duties or capable of returning to her duties in accordance with the procedure contained in Section 9.1 herein.

9.15.4 Extended Leaves of Absence

A Unit member who wishes to be absent from her position before she is disabled by pregnancy, miscarriage, childbirth, or recovery there from, or beyond the termination of such disability, or both, may request such leave of absence in accordance with the provisions of this Agreement applicable to uncompensated leave. Such leave shall be unpaid and may be required by the Board, if granted, to commence and terminate at times which will least disrupt the continuity of the District's educational program.

9.16 Short-Term Uncompensated Leave

9.16.1 Members of the Unit may request a Short-Term Uncompensated Leave of absence for a period not to exceed ten (10) days.

9.16.2 Any Unit member wishing to take Short-Term Uncompensated Leave shall obtain prior approval from the principal or immediate supervisor.

9.16.3 For personal hardship or health reasons, the Superintendent may grant up to thirty (30) duty days of uncompensated leave from the Unit member.

9.16.4 Leave for the birth or adoption of the employee's child, the placement of a foster child with the employee, to the extent the employee is not eligible for paid Parental Leave, leave to care for a seriously ill grandchild, child, child-in-law, sibling, spouse, parent, parent-in-law, grandparent, and leave for the employee's own serious health condition shall be considered appropriate reasons for the granting of Short-Term Uncompensated Leave.

9.17 Personal Reasons Leave

If a member of the Unit with a five (5) hour or more daily assignment finds it necessary to be absent for personal reasons, they may secure time off by applying to the immediate supervisor if they desire to be absent for a period of time of three (3) hours

or less. Such leave is without loss of salary and is granted only when a valid reason for the absence exists. The reason for the leave must be based upon unavoidable personal reasons which cannot be scheduled during non-duty hours. Frequent requests for such absences are to be avoided. Such leave may be approved only when the supervisor is certain the Unit member's duty assignment can be adequately covered without the employment of a substitute.

9.18 Parental Leave for Child Bonding/Child Care

- 9.18.1 Pursuant to Education Code Section 45196.1, when a Unit member takes parental (child bonding) leave under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA) and pursuant to Section 9.13.1, they may use up to twelve (12) work weeks of fifty percent (50%) partial pay of their regular salary earned and available under the sick leave provisions of this Agreement, concurrently with the unpaid FMLA and/or CFRA leave entitlement. The twelve (12) work week partial pay shall be reduced by any period of sick leave, including accumulated sick leave taken during a period of parental leave pursuant to CFRA (Government Code Section 12945.2).
- 9.18.2 For purposes of this Section, "parental leave" means Child Bonding or Child Care Leave within the first twelve (12) months following the birth of the Unit member's child or the placement of a child with the Unit member in connection with the adoption or foster care of the child by the Unit member, as provided in CFRA.
- 9.18.3 A Unit member shall not be provided more than one twelve (12) week period of parental leave per maternity or paternity leave. If a school year terminates before the twelve (12) week period is exhausted, the Unit member may take the balance of the twelve (12) week period in the subsequent school year.
- 9.18.4 Leave taken under this Section shall be in addition to leave taken by a Unit member due to her disability caused by pregnancy, child birth or related medical conditions.
- 9.18.5 A Unit member must have been employed at least twelve (12) months to qualify for the benefits under this Section. A Unit member need not work any minimum number of hours to be eligible for parental leave under this Section.
- 9.18.6 When both parents of the child are employed by the District, they may each take twelve (12) work weeks of Child Bonding or Child Care Leave.
- 9.18.7 The minimum duration of the leave shall be for two (2) weeks. However, the District shall grant a request for a leave of less than two (2) weeks duration on any two occasions and may grant requests for additional occasions of leave lasting less than two (2) weeks.

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

TA JAG 3/14/2024
PJR 3/14/2024

**ARTICLE 14
WAGES**

14.1 Salary Schedule

Effective July 1, 2023~~2~~, 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.

14.2 Longevity Pay

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

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

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

14.3 Increase Following Promotion

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

14.4 Night Differential

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

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

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

14.5 Range Increases

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

14.6 Assignment Out of County

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

14.7 Pay Options

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

14.8 Uniforms

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

14.9 Public Agency Retirement System (PARS)

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

14.9.2 Any changes in the plan or fees will cause automatic reopening of negotiations of the provisions of 14.9 of this Agreement.

14.10 Mileage

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

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

14.11 Reclassification Implementation

Reclassification Study to be implemented as follows:

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

14.12 Overtime

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

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

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

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

14.12.12 Sections 14.12.1 – 14.12.8 are inapplicable to bus drivers.

14.13 Extra Work Assignment Pay (Classified Sub Rule)

- The classified "sub rule" only applies if the employee is a contracted employee and provides services for any hours in addition to their contracted assignment. The contracted employee shall be paid as follows for those additional hours (also known as "timesheet hours"):
 - If their contracted hourly rate is between Step 1 and Step 6 of the Range they are timesheeting hours for, pay them their contracted hourly rate.
 - If their contracted hourly rate is less than Step 1 of the Range they are timesheeting hours for, pay them Step 1 of the Range they are timesheeting hours for.
 - If their contracted hourly rate is greater than Step 6 of the Range they are timesheeting hours for, pay them Step 6 of the Range they are timesheeting hours for.
 - Longevity is added to the hourly rate if applicable.
 - If the conditions of Section 14.17 have been satisfied, the employee will be paid out of classification pay pursuant to Section 14.17 rather than at the "sub rule" for those additional hours.

14.14 Education Financial Incentive Program

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

14.134.1 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.

14.134.2 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.

14.134.3 Approval Process

- 14.134.3.1 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.
- 14.134.3.2 In advance of each school year, the Financial Incentive Committee will establish three (3) submission deadlines for requests to be reviewed and considered.
- 14.134.3.3 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.
- 14.134.3.4 Three (3) members of the Committee constitute a quorum. Awards shall be decided by simple majority of the quorum. Decisions made by the Committee are final and not subject to appeal.
- 14.134.3.5 General rules and procedures shall be developed by the Committee to implement this Program.

14.134.4 Budget

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

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

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

14.145 Professional Learning Program (PLP)

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

14.145.1 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.

14.145.2 Professional Learning Advisory Board

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

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

1. Developing and overseeing a Professional Learning Program for PSEA Unit members.
2. Developing and overseeing a Professional Partner Program to assist new hires and promotional probationary employees in succeeding at their new positions.
3. Assisting in the development of events for Professional Growth

Days.

4. Develop additional opportunities for professional learning by Unit members.
5. Identify and approve professional development opportunities that are aligned with the District goals, are job embedded and closely related to professional responsibilities.

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

14.145.3 Professional Learning Coordinator

The Professional Learning Coordinator shall coordinate and manage the Professional Learning Program for Unit I and Unit II combined. The Coordinator shall be a PSEA Unit member, selected by PSEA, who shall be on a leave of absence from his or her Unit position while serving as Coordinator. The cost of the leave of absence shall be paid for from the joint Professional Learning Program budget, up to a maximum of \$75,000/year. This amount shall include payment of statutory benefits and District health and welfare benefits. The maximum leave of absence amount shall be adjusted annually by the amount of any increases to the PSEA salary schedule. The Coordinator shall be designated by PSEA prior to the start of the school year, unless a mid-year vacancy in the position requires a designation during the school year.

14.145.4 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.

14.145.5 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.

14.145.6 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.

14.156 Professional Growth Days

Two (2) non-student work days per year shall be designated as Professional Growth Days. These days shall occur in September and January. All PSEA Unit members shall

be required to attend the designated Professional Growth Days. Activities for these days shall be developed by the Professional Learning Advisory Board (14.14.2).

14.167 Working Out of Classification

If a Unit member is assigned to work in a higher classification for more than five (5) working days within a fifteen (15) calendar day period, the Unit member will receive an upward salary adjustment for all days assigned to a higher classification.

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

14.168 Classification Review Cycle

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

~~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~~

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~~as of the Board approval date of the recommended salary adjustments for Cycle 3 in order to receive the retroactive salary payment for Cycle 3.~~

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

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

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

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.

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

ARTICLE 19

TRANSPORTATION DEPARTMENT PROVISIONS

19.1 Call-In Time - Unscheduled Hours

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

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

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

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

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

19.3 Bus Driver Pre-Trip Time

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

19.4 Bus Driver Overnight Trip Hours

Drivers required to be temporarily relocated overnight shall be paid a business stipend equivalent to the hourly rate of Range 29, Step 65 of the salary schedule in lieu of reimbursement for actual expenses commencing at the time they clock in for the trip and continuing until the time they clock out at the completion of the trip. Meals and lodging will be paid by the employee. Lists for field trips shall be posted weekly showing accumulated hours. The rate of payment based on the total number of hours worked shall not imply that the driver is obligated to District responsibilities the entire length of the trip.

HOURS ON DUTY 13 CCR 1212. Driving hours and on-duty status begin at a point following eight (8) consecutive hours off duty, except as provided in

subsection (b) (3). Driver's hours shall be regulated from the time a driver first reports for duty for any employer as follows:

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

19.5 "Mid-day" Runs

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

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

19.6 Extra Work Board(s)

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

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

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

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

Illness, vacation, and administrative leave are excused from this accountability process. Drivers must indicate their non-availability due to a scheduled field trip

or other reasons know in advance, or they will be given an "R" for not properly indicating their non-availability.

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

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

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

19.7 Behind the Wheel Evaluation Form

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

19.8 Camp Trip Supervision

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

19.9 Training

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

19.10 Last Day of School

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

- (a) Bus drivers will be paid their bid time on the last day of school.
- (b) Drivers will be assigned related duties throughout the day at the discretion of the District.

- (c) The work schedule and assignment of extra routes and field trips to drivers who are available will be done by the operations supervisor and will be posted by noon on the Monday preceding the last day of school.

19.11 Route Selection

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

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

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

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

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

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

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

19.12 Field Trip Selection

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

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

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

19.12.1 Field Trip Definitions

Field Trip Stay

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

Field Trip Take

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

Field Trip Return

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

Field Trip Take and Return

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

19.13 Stand-by Time

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

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

19.14 Flexible Time Positions

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

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

19.15 Uniforms

School bus drivers will be provided with and required to wear District provided uniform shirts. All permanent District school bus drivers will be provided with six (6) shirts of a polo or collared and button type shirt, combination of their choice, upon successful completion of their initial probationary period. In addition, all permanent District school bus drivers may augment their uniform with three (3) additional shirts, per the District standard uniform design, annually. New shirts will be ordered at the annual fall orientation. Those drivers who complete their probation after March 1st will order their three (3) additional shirts at the fall orientation in the next calendar year. All permanent District school bus drivers must wear the District provided uniform shirts at all times while officially in paid status. A dress code will be adopted that requires school bus drivers to wear solid colored trousers, jeans (distressed jeans not acceptable) or capri style pants. Solid colored shorts may be worn, but must be a walking length short that comes within an inch above the knee. No cut-off or frayed shorts will be worn. District provided uniform shirts must be worn properly, buttoned and not used as a lightweight jacket. All attire must be clean and well maintained by the District school bus driver. No spandex material will be worn. Shoes must be of a closed toe/closed heel design with nonskid sole material. School bus drivers will wear their District furnished identification badge at all times while officially in paid status and/or on District property. School bus drivers will be provided a jacket or front zippered/hood sweatshirt upon request, but not to exceed more than one (1) jacket or sweatshirt within a three (3) year period.

19.16 Transportation

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

19.17 Transportation Study Group

~~Prior to September 1, 2010, and on-going,~~ PSEA and the District will form a study group to examine the efficiencies of the following practices and issues and any other changes to the Transportation Policies and Procedures. Information necessary for the group to complete these discussions will be made available. The parties shall meet and confer regarding problems which develop in the administration of this Agreement.

(a) Field Trip Selection-Due to the complexity and changing demands of a transportation program, changes may become necessary and will be subject to the meet and confer process prior to implementation.

(b) Flexible Time Positions and their selections and assignments.

(c) Special Education route assignments and packaging.

(e)(d) Assignment of Extra Work.

Unit II
Tentative Agreement
June 2023

TA JAG 4/3/2024
fsm - 4/9/2024

ARTICLE 20

TERM OF AGREEMENT

20.1 This Agreement shall become effective on July 1, ~~2023~~2022, and will continue in effect until June 30, ~~2026~~2023.

20.2 Either party to this Agreement may reopen negotiations for the 2024-2025 and 2025-2026 school years on Article 8 (Health and Welfare Benefits), Article 14 (Wages), and two additional articles for each party to select.

