

JS 5/8/26
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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 – 24~~23~~ workdays.

~~5.2—~~

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. This section does not apply to Bus Drivers.

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 Summer and District Recess Assignments

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 summer and district recess assignments 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. 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.
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.~~

~~It will be the general practice of the District to utilize a Monday through Friday workweek. However, the District reserves the right, when necessary, to alter the workweek. The workweek for full time employees will include five (5) consecutive days with~~

~~two (2) consecutive days off unless otherwise mutually agreed upon by the District and employee.~~

~~5.3 — Extra Work~~

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

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

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

5.4 Increased Hours - Food and Nutrition

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

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

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

5.4.4 District sponsored and paid extra work of a temporary nature shall be offered on a rotating basis to the most senior Unit member within the classification at the work site. Section 5.4 shall not apply to the catering

programs and A.S.B. sponsored or similar activities where costs are ultimately paid by an organization other than the District.

ARTICLE 7

VACATION

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

Annual vacation rates for employees are set forth below.

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

12 month employees (260 days <u>242 workdays</u>)	12 Days
11.5 month employees (235 days <u>220 workdays</u>)	11.5 Days
11 month employees (224 days <u>209 workdays</u>)	11 Days
10.5 month employees (217 days <u>202 workdays</u>)	10.5 Days
10 month employees (210 days <u>195 workdays</u>)	10 Days
9.5 month employees (200 days <u>185 workdays</u>)	10 Days

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

12 month employees (<u>242 workdays</u> 260 days)	15 Days
11.5 month employees (<u>220 workdays</u> 235 days)	14.5 Days
11 month employees (<u>209 workdays</u> 224 days)	14 Days
10.5 month employees (<u>202 workdays</u> 217 days)	13.5 Days
10 month employees (<u>195 workdays</u> 210 days)	13 Days
9.5 month employees (<u>185 workdays</u> 200 days)	13 Days

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

12 month employees (<u>242 workdays</u> 260 days)	20 Days
11.5 month employees (<u>220 workdays</u> 235 days)	19.5 Days
11 month employees (<u>209 workdays</u> 224 days)	19 Days
10.5 month employees (<u>202 workdays</u> 217 days)	18.5 Days
10 month employees (<u>195 workdays</u> 210 days)	18 Days
9.5 month employees (<u>185 workdays</u> 200 days)	18 Days

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

12 month employees (<u>242 workdays</u> 260 days)	22 Days
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11.5 month employees	(220 workdays 235 days)	21.5 Days
11 month employees	(209 workdays 224 days)	21 Days
10.5 month employees	(202 workdays 217 days)	20.5 Days
10 month employees	(195 workdays 210 days)	20 Days
9.5 month employees	(185 workdays 200 days)	20 Days

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

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

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

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

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

7.5 Any employee who commences his/her prescribed vacation period and subsequently becomes ill, subject to hospital confinement or physician's care, or bereaved before his/her vacation period has been completed, shall, if requested, be placed on sick leave or bereavement leave as applicable, in addition to or in lieu of his/her prescribed vacation.

- 7.6 Probationary employees may accrue vacation time but are not entitled to use such time until their probationary period has been successfully completed. Probationary employees who are released prior to completing a probationary period, or probationary employees who are not approved for permanent status, are not entitled to any vacation days.
- 7.7 If a holiday occurs during the employee's vacation period, such employee, at his/her option, shall be either entitled to a day off in addition to his/her regular vacation or to an additional day off with pay.
- 7.8 Upon separation from service, employees shall be entitled to lump sum compensation for all earned and unused vacation.
- 7.9 If a Unit member is terminated and has been granted vacation which was not yet earned at the time of separation, the unearned vacation pay shall be deducted from the Unit member's final pay warrant.

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ARTICLE 13

SAFETY CONDITIONS OF EMPLOYMENT

- 13.1 The District shall provide safe working conditions for PSEA unit members of the Operations Support Services bargaining Unit within the fiscal capabilities of the District to provide continuous administrative monitoring of working conditions and correction of unsafe working conditions. The District shall be responsible for the promulgation of safety rules for all Unit members and shall oversee the conditions of the District facilities.
- 13.2 An employee will not be discriminated against for reporting unsafe working conditions.
- 13.3 The District shall comply with the provisions of the Occupational Safety and Health Act, as amended, and regulations relating thereto. An employee shall not knowingly be required to perform work which would be unsafe for the employee. For the purposes of defining an unsafe condition reference shall be applicable to rules and regulations of Cal-OSHA.
- 13.4 A Unit member who becomes aware of a possible hazard to safety within a school building or on the school premises shall inform the building principal or supervisor who shall investigate the possible hazard and recommend appropriate action. A designated PSEA representative and the site administrator or supervisor may jointly investigate any alleged safety problem in an attempt to arrive at a mutually satisfactory remedy, providing that the employee has first brought the alleged safety problem to the attention of the supervisor. If the employee believes a safety problem continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation with a PSEA representative.
- 13.5 In the event a safety complaint is filed by a Unit member with an appropriate state or federal agency, a Unit member selected by the Union shall be entitled to accompany the agency's safety inspector during on-site inspections. The Union shall be given advance notice of such inspections when known.
- 13.6 The parties agree to establish a joint Union/management safety committee to meet approximately every quarter to discuss safety related problems, if any, and propose recommendations. The committee shall also discuss legally required safety training for all employees who work with hazardous materials. The parties shall each select three (3) committee representatives. One of the District's committee representatives shall be the designated District safety official.

~~13.5 In the event a safety complaint is filed by a Unit member with an appropriate state or federal agency, a Unit member selected by the Union shall be entitled to accompany the agency's safety inspector during on-site inspections. The Union shall be given advance notice of such inspections.~~

13.67 Should the employment duties of an employee reasonably require the use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear.

13.8 The District will provide all Unit members exposed to hazardous conditions with job-appropriate training necessary for the safe performance of the job responsibilities. Such training will include, but not be limited to:

1. Procedures to prevent the spread of contagious diseases;
2. Proper ergonomic set up and operation of work stations;
3. Professional Assault Crisis Training (ProACT) or comparable training; and
4. Correct lifting procedures.

~~13.7 The District will provide all unit members with a variety of job-appropriate trainings necessary for the safe performance of their job responsibilities.~~

13.89 No unit member shall be required to lift a student without the assistance of another employee or a lifting device.

13.910 Employees assigned to students with Individual Education Plans (IEP) and/or 504 Plans shall be notified and provided access to relevant documentation as soon as possible in order to protect and support students and employees.

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

13.101.1 Reporting and Response Procedures:

13.101.1.1 All employees are required to report any instance of violent behavior using the reporting system defined in the WVPP.

13.101.1.2 Employees will be notified of any corrective or preventative actions taken without violating confidentiality of other individuals, within a reasonable timeframe after the incident is reported.

13.101.1.3 The Safety Committee (referenced in Article 13.6) will review all reported incidents and their outcomes in accordance with the WVPP.

13.142 Site Safety Plan

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

13.123 Personal Property Lost/Damaged

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

13.13 4Uniforms

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

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

13.13.1.2 The District will provide uniforms through uniform suppliers for all unit members who are required to wear uniforms. With the exception of Transportation Department unit members, new unit members will receive an initial distribution of five (5) shirts and five (5) pants. For continuing unit members, this allotment will be supplemented annually with a total of not more than six (6) pieces. Only five (5) pieces may be of one type.

13.13.1.3 Individual exceptions may be authorized by a supervisor based upon medical reasons, special needs, and required special sizes.

13.13.1.4 The District shall provide aprons to individuals working in the job classifications of Food and Nutrition Assistant.

- 13.13.1.5 Unit members shall have the option of wearing denim pants in lieu of uniforms provided; however, no reimbursement for denim pants will be provided.
- 13.13.1.6 Uniform shorts may be substituted for pants upon approval of the unit member's supervisor. However, pursuant to Paragraph 2 above, bus drivers may wear shorts of appropriate length specifications. Mechanics cannot wear shorts for safety reasons.
- 13.13.1.7 Upon request, jackets will be provided to unit members in the Facilities, Maintenance and Operations Department, Food and Nutrition Delivery Drivers, ~~Campus Security Specialists, Bus Aides,~~ Bus Drivers, and unit members working in the warehouse.
- 13.13.1.8 There shall be a uniform cleaning service for HVAC, Plumbing and Transportation vehicle maintenance staff and/or any employee within Facilities, Maintenance and Operations working with hazardous materials. Exchange/change shall be on unit member time.
- 13.13.1.9 During the summer months or on particular hot days, unit members will be allowed to wear a t-shirt/tank top while engaged in strenuous work away from the building facility or on the roofs of facilities. Adherence to safety-related needs must still be maintained. T-shirts/tank tops without writing or drawings are acceptable. However, unit members must put their regular uniform shirt back on prior to entering the building areas or prior to traveling in a District vehicle. This shall not be interpreted as blanket permission to wear a t-shirt/tank top, as wearing these shall be the exception rather than the rule. This is not permitted for Transportation drivers or vehicle maintenance staff.

13.134.2 Safety Shoes/Boots

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

TRANSPORTATION
Vehicle Maintenance Coordinator

Vehicle Maintenance Technician III
Vehicle Maintenance Technician II
Vehicle Maintenance Technician I
Vehicle Service Worker
Grounds and Service Equipment Technician
Vehicle Service Assistant
WAREHOUSE
Storekeeper
Food & Nutrition Warehouse Specialist
Food & Nutrition Delivery Driver
Warehouse Worker
GROUNDS
Lead Groundskeeper
Irrigation Technician
Grounds Equipment Operator
Groundskeeper II
Groundskeeper I
CUSTODIAN
Lead Custodian
Crew Chief II
Crew Chief I
Custodian
MAINTENANCE
Lead Pool Technician
Maintenance Worker
Pool Technician
COMMUNICATION
Telecommunications Technician
Communications Technician
Electronics Systems Technician
Cable Technician
TRADES
Lead HVAC & Refrigeration Technician
Electrician
HVAC & Refrigeration Technician
Plumber
Carpenter/Cabinet Maker
Locksmith
Heavy Equipment Operator
Painter

Roofer

13.13.3 Prescription Safety Glasses

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

TRANSPORTATION
Vehicle Maintenance Coordinator
Vehicle Maintenance Technician III
Vehicle Maintenance Technician II
Vehicle Maintenance Technician I
Vehicle Service Worker
Grounds and Service Equipment Technician
Vehicle Service Assistant
GROUNDS
Lead Groundskeeper
Grounds Equipment Operator
MAINTENANCE
Lead Pool Technician
Maintenance Worker
Pool Technician
COMMUNICATION
Telecommunications Technician
Communications Technician
Electronics Systems Technician
Cable Technician
TRADES
Lead HVAC & Refrigeration Technician
Electrician
HVAC & Refrigeration Technician
Plumber
Carpenter/Cabinet Maker
Locksmith
Heavy Equipment Operator
Painter
Roofer

- 13.13.3.2 The District shall provide reimbursement to these unit members for the cost of the prescription safety glasses frames and lens not to exceed \$220.00 if the unit member provides the supervisor with an appropriate sales receipt and presents the completed glasses.
- 13.13.3.3 The provision of frames and lens reimbursement shall occur once every two years. In the event the prescription glasses become damaged, unit members may request replacement or reasonable reimbursement.

13.13.4 CalPERS Reporting Requirements

The District will report to CalPERS the monetary value for the purchase and maintenance of any unit member's required uniforms. The District will report this uniform allowance on a monthly basis to CalPERS. The uniform allowance amount reported to CalPERS will be derived from the District's total calendar year cost for providing and maintaining the unit members' uniforms not to exceed \$400.00, per year, per unit member, as pensionable compensation. Pursuant to the Public Employee Pension Reform Act of 2013 ("PEPRA"), uniform allowance is not considered pension reportable compensation for "new members" hired after January 1, 2013.

ARTICLE 14

WAGES

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14.1 Salary Schedule

Effective July 1, ~~2023~~2026, all PSEA Salary Schedules will be increased by a total of ~~54.0~~0%.

Effective January 1, 2027, all PSEA Salary Schedules will be increased by an additional 1.5%.

If any other bargaining Unit for 202~~36~~-2024~~7~~ receives an across-the-board salary increase exceeding ~~55.5~~0%, then all PSEA Salary Schedules will similarly be increased by the difference between ~~55.5~~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. Longevity pay shall be calculated on a compounding basis. When earned, each longevity increase shall be added to the employee's base salary. Future longevity increases shall be calculated using the employee's base salary including previously earned longevity pay. Longevity pay shall be reported to CalPERS as pensionable compensation, as permitted by state law and CalPERS regulations, including PEPR. This provision does not create new eligibility, increase the longevity schedule, or change any other terms or conditions of employment. If required by law or CalPERS, the District shall make necessary adjustments and, upon request, the parties shall meet and confer.

- (a) A total of ~~4-1/24~~ percent after seven and a half (7.5) years with the employer;
- (b) A total of ~~3-5 1/2~~ percent after ten (10) years with the employer;
- (c) A total of ~~4-1/27~~ percent after twelve and a half (12.5) years with the employer;
- (d) A total of ~~6-8 1/2~~ percent after fifteen (15) years with the employer;
- (e) A total of ~~7-1/210~~ percent after seventeen and a half (17.5) years with the employer;

- (f) A total of ~~9-11 1/2~~ percent after twenty (20) years with the employer;
- (g) A total of ~~10-14 1/2~~ percent after twenty-two and a half (22.5) years with the employer;
- (h) A total of ~~12-14 1/2~~ percent after twenty-five (25) years with the employer;
- (i) A total of ~~13-14 1/2~~ percent after twenty-seven and a half (27.5) years with the employer; ~~and~~
- (j) A total of ~~15-17 1/2~~ percent after thirty (30) years with the employer, ~~and~~;
- (k) A total of 19 percent after thirty-two and a half (32.5) years with the employer.

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

14.3 Increase Following Promotion

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

14.4 Night Differential

- 14.4.1 A night differential of five percent (5%) is established to compensate for all shifts that have fifty percent (50%) or more work between the hours of 5 p.m. and 8 a.m.
- 14.4.2 It is understood that anyone receiving time and one-half (1 1/2) from their regularly scheduled working hours will not be compensated for the night differential percentage.
- 14.4.3 In addition, any regularly scheduled employee whose job performance constitutes more than fifty percent (50%) of their time between the hours of 5 p.m. and 8 a.m. in a regular month will be compensated with a night differential.

14.5 Split Shift Differential

14.5.1 A split shift is defined as a regular work schedule which is separated by a non-paid non-working period of time other than the assigned duty free meal period as a part of their contracted position work day.

14.5.2 Employees assigned to a split shift shall receive a split shift differential of \$100 monthly in accordance with this agreement.

14.5.3 Sections 14.5.1-14.5.2 are inapplicable to Bus Drivers.

14.65 Range Increases

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

14.76 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.

14.87 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.

14.98 Uniforms

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

14.109 Public Agency Retirement System (PARS)

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

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

14.119 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.

14.124 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."

14.132 Overtime

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

14.132.1 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.

14.132.2 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.

14.132.3 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.

14.132.4 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.

14.132.5 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.

14.132.6 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.

14.132.7 Procedures, which relate to the use of overtime eligibility lists, shall be developed in accordance with the provisions contained in Article 16.5.

14.132.8 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.).

14.132.9 An employee who has received a current overall unsatisfactory job evaluation shall not be eligible for overtime work.

14.132.10 "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.

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

14.132.12 Sections 14.132.1 – 14.132.8 are inapplicable to bus drivers.

14.143 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.

14.154 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.

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

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

14.154.2 Eligible Courses, Training and "Other" Opportunities

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

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

14.154.3 Approval Process

14.154.3.1 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.

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

14.154.3.3 An employee must submit a request for financial incentive support on District form LSS-21, Education Financial Incentive for Classified Employees Request for Reimbursement, to the Financial Incentive Committee prior to the class, course, workshop or "other" type of program.

Requests submitted for course/training that occurred prior to the current fiscal school year and/or after the class has been completed, will only be considered if funds are available .

14.145.3.4 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.

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

14.154.4 Budget

The District shall allocate \$10,000 each year for all costs and corresponding approvals associated with this program for both Unit I and Unit II combined. Financial incentive support will be disbursed until the funds are depleted. If all funds allocated are not utilized within the fiscal year, the parties shall meet and confer on how to best reallocate carryover funds.

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

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

14.165 Professional Learning Program (PLP)

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

14.166.1 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. This amount shall be encumbered by the District for payment of salaries, benefits, publications, and contracted services by independent contractors. The remainder of the unencumbered funds will be paid to PSEA to be used for additional expenses specifically related to the PLP. PSEA will periodically provide the District with an invoice for lump sum distributions of the unencumbered funds.

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.

14.156.2 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.

14.156.3 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.

14.156.4 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.

14.156.5 Professional Partner Program

The Advisory Board shall develop, and the Coordinator shall implement and coordinate, a Professional Partner Program. The Advisory Board shall develop criteria for the selection of PSEA Unit members as Professional Partners, and shall select up to twenty (20) PSEA Unit members per year between Unit I and Unit II to serve as Professional Partners.

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

The cost of release time substitutes, if any, shall be reimbursed to the District from the Professional Learning Program budget. Professional Partners shall receive a stipend of \$1,200 per year (tenthly) from the Professional Learning Program budget for serving as Professional Partners.

14.156.6 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.

14.167 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).

14.178 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.

14.189 Short-Term Substitute Out of Classification Pay

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

14.190 Exposure to Subzero Freezer Temperature

14.190.1 Employees in the Food and Nutrition Department that are exposed to subzero freezer temperatures for more than 25% of their regular work week will receive a 5% differential in pay, effective July 1, 2024. This additive will be included in addition to their salary grade placement.

14.190.2 Employees in the Food and Nutrition Delivery Driver classification and the Food and Nutrition Warehouse Specialist classification will automatically receive the stipend as it is recognized they will be exposed to subzero freezer temperatures for more than 25% of their regular work week as part of the requirements in the classification description.

~~14.19.3~~ 14.20.3 Employees outside the above-mentioned classification descriptions may be eligible to receive the 5% stipend based on the recommendation of their supervisor and as a result of exposure to subzero temperatures for more than 25% of their regular work week. The Director of Food and Nutrition will make the final determination as to whom will receive the stipend based on the level of exposure.

14.201 Classification Review Cycle

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

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

5/8/20
JSP-5/8/2024

ARTICLE 16

PSEA ORGANIZATIONAL RIGHTS

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

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

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

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

16.7 Workload Committee

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

16.8 Union Access

16.8.1 The Board agrees to grant the PSEA representative and/or PSEA steward access to PSEA members at their work site during lunch hour, break period, or before or after work, as long as the employee's immediate supervisor is previously informed and such contact does not interfere with the employee's assigned work or the orderly operation of the District. If the immediate supervisor is unavailable, notice shall be given to the person to whom the supervisor reports.

16.8.2 Concurrent with the above, the PSEA staff representative and/or PSEA steward may be granted access to certain areas of the employer's

premises, following previous notification to the employer or the designated site administrator where employees are employed, when such visits are necessitated by matters concerning processing of grievances.

16.8.3 PSEA stewards and chapter officers shall not engage in Union business during working hours except during lunch and break periods. Infrequent, brief, employee initiated contacts with Union stewards and chapter officers shall be permitted. However, it shall be the responsibility of the steward or officer to inform the inquiring employee of the time limitation and to continue the rendering of advice during non-duty hours for both employees.

16.8.4 If any Unit member is required to attend a meeting which may give rise to possible discipline, such Unit member, upon request, shall be entitled to have a PSEA representative present at such meeting. The Unit member will be advised by the District of this right prior to the meeting and shall be given an opportunity to obtain such representation. It is understood there is no right to representation where the only purpose of the meeting is simply to deliver written notice of discipline.

16.8.5 Affected Unit members shall be notified of the purpose of any meeting wherein a supervisor intends to conduct an investigatory interview which might result in discipline to the Unit member.

16.8.6 Except as provided in Section 16.8.7 below, in the event a supervisor intends to schedule a meeting described in paragraph 16.8.4 hereinabove, which would give rise to a request for PSEA representation, the affected Unit member shall be given advance notice of at least two (2) duty days or four (4) calendar days, whichever is greater. If a PSEA representative is unavailable on the scheduled meeting time and date, the parties shall make a reasonable effort to reschedule the meeting as soon as possible. Under such circumstances, the supervisor and/or employer representative may agree to continue the meeting to a future date.

16.8.7 Section 16.8.6 does not apply to circumstances in which DOT-regulated employee or non-DOT-regulated safety-sensitive employee (as defined in the District's Controlled Substance and Alcohol Testing Program Operations Manual) is required to undergo a Post-Accident Test or a Reasonable Suspicion Test pursuant to the Controlled Substance and Alcohol Testing Program Operations Manual. Instead, the District will notify PSEA at least one hour in advance whenever any such employees are selected for such testing.

16.9 Leave for Union Business

- 16.9.1 Ten (10) days total leave shall be granted by the District for employees selected by PSEA to attend PSEA conferences or to participate in other PSEA activities.
- 16.9.2 Leave granted under this Section shall be taken in increments of at least one half (1/2) day and must be preceded by ten (10) days prior written notice, unless there are unusual circumstances.

16.10 Site Communication Committee

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

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

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

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

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

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

ARTICLE 20

TERM OF AGREEMENT

- 20.1 This Agreement shall become effective on July 1, 20236, and will continue in effect until June 30, 20269.
- 20.2 Either party to this Agreement may reopen negotiations for the 20247-20258 and 20258-20269 school years on Article 8 (Health and Welfare Benefits), Article 14 (Wages), and two additional articles for each party to select.