

PEA - PUSD





THANK YOU, PEA MEMBERS!



FOR:

- Being a member!
- Wearing solidarity colors (teal attire)!
- Signing the bargaining platform!
- Displaying PEA-related signs in classroom and personal space!
- Attending RALLIES!
- Reading your emails, texts, and keeping in touch!
- Flooding the board members' inboxes with our collective messages!
- Signing the virtual letter of no confidence



THANK YOU, PEA MEMBERS! (CONT'D)

FOR:

- Walk-in Wednesdays!
- Passing out flyers!
- Talking to family members, caregivers, and community members!
- Attending your 10-minute meetings!
- Following on social media and liking post or sharing
- Checking PEA website



BARGAINING HAS REACHED A TENTATIVE AGREEMENT! WHAT DOES THIS MEAN?



Your PEA Bargaining Team and PUSD Management have agreed on changes in contract language in the articles that were sunshined (opened) in August. Upon having a town hall with PEA general membership, PEA members will vote between Friday 4/12 at 5:00pm and Friday 4/19 at 5:00pm. Results will be released no later than Monday 4/22 noon. If ratified, the County Office of Education approves the contract, then PUSD Board approves the contract. Then we get the retro check within 45 days.



ARTICLES SUNSHINED AUGUST 2023



This year, all articles are available to sunshine (open) because it was the start of a successor agreement (2023–2026). Our collective bargaining agreements (CBAs) have 3-year terms.

- Article 6: Hours of Employment
- Article 7: Leaves
- Article 9: Transfers and Reassignment Procedures
- Article II: Safety Conditions
- Article 12: Employee Benefits
- Article 13: Salary
- MOU: Community Schools
- New Article: Special Education



ARTICLE#6: HOURS OF EMPLOYMENT



- 6.2.2. Supervision Duties at the Secondary Level
- 6.2.2.2.2. Points shall be earned according to the following formula:
 - Two (2) points per hour/per event supervised after 7:00p.m. or on Saturdays, or <u>any event prior to the first instructional day</u> of the school year.





ARTICLE#6: HOURS OF EMPLOYMENT



6.3.5. Adult Education: Unit members teaching adult education shall receive the amount of preparation time listed below for their classroom teaching hours at their hourly rate of pay.

30 - 40 hours of teaching per work week = 1 hour prep/week

20 - 29.5 hours of teaching per work week = 45 minutes prep/week

1 - 19.5 hours of teaching a work week = 30 minutes prep/week

The preparation time is considered non-instructional hours.





ARTICLE#7 LEAVES



7.2.3. Verification/Return from Sick Leave

7.2.3.1. Following absences of more than <u>four (4)</u> consecutive days due to illness, a doctor's statement may be required before returning to work.

7.7 Personal Necessity Leave

7.7.1 In cases of personal necessity, an employee at his/her election may use up to seven (7) days of sick leave in any school year for any of the following:

(A) Death of a member of his/her immediate family to include child lost to miscarriage or stillbirth.

(B) <u>Failed adoption, failed surrogacy, or unsuccessful</u> <u>assisted reproduction.</u>



ARTICLE#7 LEAVES



7.8 Bereavement Leave

7.8.1 An employee is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if travel greater than 300 miles is required, on account of the death of member of his/her immediate family.

7.8.2 "Member of his/her immediate family" means... <u>a child</u> <u>lost to miscarriage or stillbirth</u>.



ARTICLE#9 TRANSFERS & REASSIGNMENT PROCEDURES



- Seniority will become the deciding factor in cases of transfer when all other factors are same
- Permanente unit members get vacancy list first
- Employees with the most seniority will be considered last for relocation



ARTICLE#9 TRANSFERS & REASSIGNMENT PROCEDURES



 Involuntary transfers shall not take place until the new school year

 Members assigned to more than one site have an ensured time for lunch, preparation and mileage paid from the first site



ARTICLE#11 SAFETY CONDITIONS



11.3.1 Assault

- Immediate removal of a student at bargaining unit member request.
- unit members will be informed of any consequence before returning the student to the classroom.



ARTICLE#13 SALARY



13.1 Compensation

13.1.1 All revised salary schedules are attached hereto as Appendix B and C.

FY 2023-2024:

Five percent (5.0%) ongoing salary increase, effective July 1, 2023. Increases shall apply to all rates and schedules.



ARTICLE#13 SALARY



13.1 Compensation

FY 2024-2025:

All salary schedules and rates shall be increased by the final state-adopted funded and applied LCFF COLA up to two percent (2.0%) effective July 1, 2024. If the state-adopted and applied LCFF-funded COLA is above two percent (2.0%), the parties shall agree to reopen Article 13 - Salary for the 2024-2025 school year to bargain any additional increase.

If there is no State funded LCFF COLA for 2024-2025, then the parties agree to open Article 13 - Salary for the 2024-2025 school year to bargain salary.



ARTICLE#11 SALARY



13.1 Compensation

C. Dual Immersion: Effective **July 1, 2024**, bargaining unit members who teach dual immersion shall receive a yearly stipend of **\$1,850.00**.

D. Special Day Class, including SDC/CEC and Resource Specialist (RSP) classes: Effective **July 1**, **2024**, bargaining unit members who teach a special day class and/or Resource Specialist shall receive a yearly stipend of \$2,200.



ARTICLE#13 SALARY



Modify Appendix B - Certificated Salary Schedule as follows:

- 1. "Home Teacher" shall be called "Home Hospital Teacher" and the rate of Pay shall be equal to the Intervention Rate of Pay.
- 2. The Home Hospital Teacher shall be paid **one hour of preparation time** per week at the Intervention rate of pay.
- 3. Home Hospital teachers **shall be reimbursed for mileage** pursuant to the existing District mileage reimbursement rate and procedures pursuant to Article 15 of the collective bargaining agreement.
- 4. Home Hospital Teachers **shall submit a weekly time sheet** showing the time and dates of meetings with students. Total time per student per week shall not exceed the legal requirement, currently five hours per student per week.



COMMUNITY SCHOOLS MOU



- Shared leadership and decision-making with Full-Service Community Schools
- District-Wide Community School Steering Committee (DCWSSC)
- Site-Based Community Schools Steering Committee (SBCSSC)
- Community School Certificated Educators (CSCE)
- Full Service Community Schools Coordinator
- NEA Community Schools Implementation Institute for 2024-2025



NEW ARTICLE: SPECIAL EDUCATION



Unable to negotiate a separate special education article.

- Did secure an SLP, RSP MOU overage pay
- Secured an increase the SDC stipend
- PEA Eboard has approved Special Education as one of the goals with the East Bay Coalition for Student Success to address next bargaining cycle 24-25
- PEA Eboard approved the PEA Special Education Committee within PEA



WHAT IS NEXT?



- Vote on the Tentative Agreement
- Take bargaining survey for 24/25 cycle





ASK

Want to make a difference?



Join Us to Rally for East Bay Chapters in Fact-Finding!

NO DEAL IN FACT -FINDING MAY RESULT IN STRIKES AT THE START OF THE SCHOOL YEAR!

WEAR YOUR UNION SHIRTS!

BRING YOUR RALLY SIGNS!

LET'S
STAND UP
TOGETHER
AGAINST
MANAGEMENT
TACTICS!

DATE: APRIL 17TH

TIME: 3:45 PM

WHERE: CONTRA COSTA COE 77 SANTA BARBARA DR PLEASANT HILL, CA 94523





ALL CHAPTERS THAT ARE IN FACT-FINDING PROCESS,
PLEASE BRING 20 MEMBERS FROM YOUR LOCALS.
EAST BAY COALITION PARTNERS,
PLEASE BRING 5 MEMBERS FROM YOUR LOCALS.

SCAN QR CODE LINK TO REGISTER



- Join the PEA PAC Committee
- Join the PEA Organizing
 Committee
- Become a BAT lead
- Become a site representative
- Run for PEA Executive board

Next year we start the cycle again



Impass

Either side can declare that talks are deadlocked which leads to mediation

Mediation

A state-appointed mediator tries to get the two sides to reconcile their differences. If unsuccessful, the mediator will send the parties to fact-finding



Fact Finding

A fact-finding panel will issue a report with the recommended terms of settlement, but the parties do not have to agree to it.

NEGOTIATIONS

BOTH SIDES SIT DOWN, WITH A LEGAL OBLIGATION TO BARGAIN IN GOOD FAITH IN ATTEMPT TO REACH AN AGREEMENT.



Sunshining

PEA & PUSD PRESENT THE TOPICS THEY INTEND TO BARGAIN

Steps to **Negotations** between **PEA & PUSD**

PEA Can Strike!

If no agreement is reached, PUSD can legally and unilaterally impose its last, best, and final proposals. PEA STRIKE can legally hold a job action, including a strike





Questions & Answers?



Q: Where can I find the tentative agreement?

A: Go to PEA Website: https://peateachers.org/

search under contracts/MOUs

Q: How do I vote?

A: Look in your personal email for an email from simply voting.

Q: If I have questions or concerns who do I contact?

A: email: president@peateachers.org