

Pittsburg Education Association and Pittsburg Unified School District
Tentative Agreement for 2017/18 School Year

Article 1 – Agreement

- 1.4 This Agreement shall remain in full force and effect from July 1, 2017 through June 30, 2020. Reopener FY 2018-19 on Salary and Benefits and two (2) Articles each. (No bargaining Article 8 Class Size for 18/19). Reopener FY 2019-2020 on Salary and Benefits and two (2) Articles each.

Article 13 – Salary

13.1 Compensation

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

FY 2017-18 – Two (2.0%) percent salary increase, effective July 1, 2017. Stipend rates shall be increased by 2% retroactive to July 1, 2017.

\$250.00 one-time bonus to all unit members.

Increases shall apply to all rates and schedules.

The Adult Education Salary Schedule, effective July 1, 2017, there shall be only the Full Time Hourly Rate of pay for all adult education employees.

Article 12 – Employee Benefits

Effective not later than 30 days after ratification whichever is later, the District's contribution to medical benefits shall be as follows:

12.3.2 Medical Benefits:

Effective not more than 45 days after ratification of this agreement, the District's contribution to medical benefits shall be as follows:

- A) Employee Only - **\$718.47**
- B) Employee Plus One - **\$1,436.94**
- C) Family - **\$1,867.83**

Dependent coverage extended to domestic partners, effective January 1, 2004. Domestic partner defined as partnerships registered with the state in accordance with the Family Code.

FY 2017-2018: In addition, unit members employed for the 2017-2018 school year shall receive a one-time lump sum payment equal to the difference in the unit member's out-of-pocket health benefit contribution for the period effective beginning December 31, 2017, with any required deductions made from this payment. This FY

2017-2018 retroactive payments shall be made not later than 45 days after ratification of this Article.

12.5.2 Cash-In-Lieu: Employees who are currently receiving or are eligible for paid health insurance benefits and have alternate health coverage may opt to enroll in an IRS Section 125 cash option plan. The District contribution to the cash option plan is ~~\$ 225.00 per month.~~ **\$250.00 per month – (\$3,000 annually).** Employees who opt to enroll in the section 125 plan shall be afforded the opportunity to re-enroll in a health insurance program and to discontinue their section 125 plan during an open enrollment period or at such time when alternate health coverage is no longer available. This benefit applies to active employees and not retirees.

Article 3 – Association Rights

3.1 Prior to the meeting, any District administrator/supervisor that requests a unit member to attend a meeting, that the administrator/supervisor knows may lead to potential discipline, the administrator/supervisor shall inform the unit member of their Weingarten Rights.

3.2 New Hire Orientations

3.2.1. The Association shall be entitled to *one (1) hour of time during the duty day* on the first day of the District's New Teacher's Orientation to meet with new unit members with regards to their rights and responsibilities as teachers and contract explanations. This one hour of time shall not be the duty-free lunch time.

3.2.2. For any certificated employees hired after the District's New Teacher Orientation, the District shall provide the Association with one (1) hour during the work day to meet with new unit members with regards to their rights and responsibilities as teachers and contract explanations. This orientation for certificated employees hired after the District's New Teacher Orientation shall occur not later than ten days after hire. The District shall provide the release of one (1) unit member to conduct this union orientation with certificated employee(s)

3.2.3. The District Administration shall not be in attendance during this Association hour as listed in 3.2.1 and 3.2.2 above.

3.2.4. The District work year calendar shall state the day of the District's New Teacher Orientation. The Association President shall receive written notice by email of the District's New Teacher's Orientation time at least three (3) weeks before the New Teacher Orientation date, if the date is not already set forth in the work-year calendar agreed upon by the Parties.

3.2.5. The District shall provide the names, personal email addresses, and personal cell phone numbers on file with the District, and site assignment of all new hires within five (5) work days of Governing Board approval of personnel actions to the Association via email.

3.2.6. The Association shall have access to the District's audio and visual equipment for presentations at the New Teacher Orientation.

Article 6 – Hours Of Employment

6.1.7.1 Adult Education: The work day for an Adult Education unit member shall be according to

the number of classes that are assigned to the unit member.

6.1.7.2 Adult Education teachers who attend District provided professional development, shall be paid at their hourly rate.

6.1.8.2 Psychologists, **Behaviorist Specialist**, and Speech Therapists: The workday for school psychologists, **behavior specialist** and speech therapists shall be 8 hours. Beginning and ending times shall be determined at each individual site by mutual agreement of the bargaining unit member and site principal. **The 8-hour day shall include a 45-minute duty free lunch.**

6.1.8.4 Other: For job titles not included in those listed above, the workday shall be determined by the immediate supervisor or principal and **shall not exceed an eight (8) hour workday, and shall include a thirty (30) minute duty free lunch; except for those with an 8 hour workday which shall have a forty-five (45) minute duty free lunch.**

6.1.12 Bargaining unit members at the elementary level **and special education preschool teachers** are entitled to one duty free lunch period of no less than fifty (50) minutes, and bargaining unit members at the junior high and high school levels are entitled to one duty free lunch period of no less than thirty (30) minutes.

6.2.2.1 Supervision Duties are defined as those activities which extend a bargaining unit member's regular workday **and must involve the supervision of students.**

6.2.2.4 Supervision Duties (adjunct duties) at the **high school must involve the direct supervision of students:** adjunct duties which do not require full faculty participation shall be reasonable and equitable and based on the following process:

6.3.5 **Adult Education: Unit members teaching adult education shall receive one (1) hour of paid preparation time at the start of each quarter at their hourly rate of pay.**

6.5 **On-Line Mandatory Trainings**

6.5.1 On-Line Mandatory Trainings shall be completed within the contracted work day, not during preparation time, and within the first twenty (20) school days.

Article 7 – Leaves

7.2.3.3 Any unit member who was hired on or after January 1, 2017, and is a military veteran with a military service-connected disability rated at 30% or more by the United States Department of Veteran Affairs, shall be entitled to an additional sick leave as set forth in Appendix () Senate Bill 1180 – Public School Employees – Military Veterans: Leave of Absence for Illness or Injury law shall be placed in the Appendix. (see attached law)

7.17.1 The Catastrophic Sick Leave Bank shall be created to assist employees who have a long term illness or disability as verified by a physician and who have exhausted their accumulated sick leave. Only individuals who have contributed to the Bank shall be eligible to draw from the Bank. **Once the Association has approved a unit member's application for Association Leave, the unit member shall forward to Human Resources their verified physicians note**

7.2.5 Differential Leave

7.2.5.1 When a bargaining unit employee is absent from duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due for any month in which the absence occurs shall not exceed **the lowest daily substitute rate (substitute days 1-20, permit holder)** the sum which is actually paid a substitute. employed to fill the position during the absence; or, if no substitute were employed, the amount which would have been paid to the substitute.

7.4.1 See Health, Study, Child Rearing and Other Leaves (**Additional Parental Leave provisions shall be provided as set forth in appendix ().**)

7.7.3 Personal necessity leave is not automatic but shall be requested, in writing, and submitted to the site supervisor upon return from such leave. (See 7.7.1.G for exception.) Personal necessity leave may be taken in one-half or full days only.

Unit members who are in need of Personal Necessity of less than half day due to an emergency, shall only be charged the number or hours actually used.

7.8 BEREAVEMENT LEAVE

7.8.2 "Member of his/her immediate family" as used in this section means: the mother, father, parent substitute, legal guardian, registered domestic partner (as defined in 12.3.2 below) or any individual for whom the employee serves as a guardian, grandmother, grandfather or grandchild of the employee or of the spouse/registered domestic partner of the employee. The spouse/registered domestic partner, son, son-in-law, **mother-in-law, father-in-law**, daughter, daughter-in-law, sister-in-law, brother-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

Article 8 – Class Size

Special Education Class Sizes (see attached MOU)

Regular Education Class Sizes:

8.3.6 The District shall make every reasonable effort to equitably balance class sizes by **the fifth (5th) Monday after the first day of each school year.**

8.3.7 – Class Size Overages

8.3.7.1 - **Beginning on the fifth (5th) Monday in 2019-2020, after the first day of school and each fifth Monday after school begins each year, when averaging General Education classes in grades 6-12; General Education Classes mean those classes not included in Appendix E. Any changes to Appendix 8a shall require an agreement between PEA and the District.**

8.3.7.2 Beginning in the 2019-2020 school year in grades 6 to 8, when a unit member has a total number of student contacts in General Education classes that exceeds 170, the district shall compensate the unit member as follows:

- For students 1 and 2, one hundred dollars (\$100) per student, per month; and
- For students 3, 4 and 5 an additional one hundred and fifty dollars (\$150) per student, per month; and
- For students 6 or more, an additional two hundred dollars (\$200) per student, per month.

The student(s) must be enrolled on the teacher's roster at least ten (10) school days in the month for the unit member to receive the monthly compensation under this section. If the enrollment is nine (9) school days or less, the monthly compensation shall be prorated.

8.3.7.3 Beginning in the 2019-2020 school year in grades 9 to 12, when a unit member has a total number of student contacts in General Education classes that exceeds 160, the district shall compensate the unit member as follows:

- For students 1 and 2, one hundred dollars (\$100) per student, per month; and
- For students 3, 4 and 5 an additional one hundred and fifty dollars (\$150) per student, per month; and
- For students 6 or more, an additional two hundred dollars (\$200) per student, per month.

Article 9 – Transfers

9.4.1.3 A list of known vacancies shall be emailed to unit members by March 15 and every two weeks thereafter until the end of school. (The remainder of 9.4.1.3 is current contract language.)

9.4.3.1 If positions become available after the end of the school year and before July 1, the District shall email to unit members the positions(s) and unit members may apply to transfer to such positions within five (5) business days of the date of the email and shall be considered for selection along with external candidates. Unit members shall request transfer by written or emailed notification to Human Resource Director.

Article 11 Safety Conditions

11.1 Safe Working Conditions

11.1.1 Bargaining unit members shall not be required to work in unsafe conditions, to perform tasks that endanger their health, safety or well-being. The District shall comply with all safety requirements imposed by proper authority (i.e., fire marshal, CAL OSHA, etc.) in assuming the responsibility for the safety of employees while they are in District facilities provided in furtherance of the operation of the District.

11.1.3 Before the first student attendance day of each school year, the District shall publish, provide, and post rules for school safety, and the prevention of accidents, provide protective devices where they are required for the safety of

employees and provide safety equipment where such equipment is necessary for the safe conduct of the educational program and operation of the schools **and inform unit members assigned to the site, the location of the safety rules (posters) and location of safety equipment.**

- 11.1.5** The Superintendent or designee shall be responsible for the distribution of safety rules for all personnel concerned and shall appoint a District safety officer to oversee the condition of the District facilities. **No later than the first student day of school every school year, each site administrator or designee will inform unit members assigned to the site, the identity of the person designated as the Site Safety Liaison.**
- 11.1.6** The District shall provide each classroom with fully stocked first aid kits with basic first aid supplies and disaster materials no later than the first teacher workday of each school year. Additionally, the District shall insure that disaster preparedness materials such as blankets, bullhorn, radios, water, rope, food packages and the like are available at the school site. The bargaining unit member will notify their immediate supervisor **and/or the Site Safety Liaison** of the need for replacements or a replacement kit as needed during the contract year or not later than the end of the contract year. All perishables shall be replaced by the District prior to its expiration date.
- 11.1.7** The District's intent is that each classroom shall be provided telecommunications equipment to be available for bargaining unit members when safety issues arise. **Each classroom shall be provided with a walkie talkie to use when covering duties outside of the classroom and in the event of a power outage, or other emergency that interrupts normal telecommunications.**
- 11.1.8** **The District shall make reasonable, diligent, and timely attempts,** to keep all school grounds and facilities free of unwanted rodents, pests, and insects. If insecticides or poisons are used, the District shall make available to bargaining unit members the names of the chemicals to be used in advance of this application. Pesticides and insecticides shall be applied only at times when employees and pupils are not present.
- 11.1.11** **In the event that the District publishes an Employee Handbook that includes any safety item that is a mandatory subject of bargaining, the District and the Association shall meet to bargain the effects of those items.**

11.1.12 **Each school site shall post in each classroom the emergency preparedness flip chart. The emergency flip chart shall also be posted in unit members works space that is not a classroom before students arrive for the first day of school. Each site shall provide an electronic copy of the school site safety plan as well as a hard copy of the current school site plan to every site member at the beginning of the school year. The school site safety plan shall be reviewed at the first extended staff meeting day of each school year. Any new changes after the review shall be communicated with staff within 5 working days of change. If a unit member is assigned a duty within the emergency plan, that unit member must be trained regarding the assigned duty during the duty day. -The site plan shall be updated annually. PEA may choose to assign up to three (3) unit members (one from elementary, one from junior high and one from high school) to participate on the district safety committee.**

Assaults

11.2.1.1 **The District shall take all appropriate steps required under law to protect unit members against attack, assault, or menace while at work, and take prompt action to respond to any such incidents under the Education Code.**

11.2.5 Each site shall have a binder with a record of students who have committed violent acts per Education Codes 49079. The binder shall be updated on a monthly basis. The binder shall be kept in the site office and accessible to all unit members. **All unit members shall have electronic access to review data records of students who have committed violent acts per Education Codes 49079, for the teacher of record or unit members that provide direct services.** Unit members shall maintain any information received pursuant to this provision in confidence for the limited purpose for which it is provided and shall not further disseminate the information.

Article 16 – Work Year

16.1The calendar shall include one hundred eighty (180) teaching days for all employees, plus two (2) workdays for all unit members, plus three (3) mandatory staff development days. **Adult Education unit members shall be compensated their hourly wage to attend these three (3) staff development days.**

16.1.1 Additional Workdays: Employees holding the following positions listed below shall work additional days beyond the regular work year. Persons working less than full-time shall have their additional workdays prorated accordingly.

- A.** Secondary Counselors, School Psychologists, Speech and Language Therapist, **Behaviorist**, and Work 3 Experience Teachers shall work ten (10) additional workdays.

(1) Counselors may flex up to five (5) days within the unit member's work year, contingent upon agreement by supervisor.

(2) Specialists may flex up to seven (7) days within the unit member's work year, contingent upon agreement by supervisor.

16.3 Calendar Committee: The District and the Association shall bargain a three-year school calendar, including placement of workdays, non-workdays and staff development days. The District and the Association will each appoint two (2) people to a four-member calendar committee, who will meet during the first and second years of the calendar **by December 1**, to review the calendar and consider whether calendar changes should be recommended.

APPENDIX D

Article 7

Leaves

Parental and Military

Additional Military Sick Leave

Any Unit Member who was hired on or after January 1, 2017 and is a military veteran with military service-connected disability rated at 30% or more by the United States Department of Veteran Affairs, shall be entitled to an additional 10 days of sick leave during the first year of employment. The additional 10 paid sick leave days shall be for the purpose of undergoing medical treatment for his/her military service-connected disability. Notification to unit members shall be upon hiring. This leave must be used during the first year of employment with PUSD. Any leave unused shall be forfeited after 12 months from hire date. (Senate Bill 1180 – Public School Employees – Military Veterans: Leave of Absence for Illness or Injury.)

Additional Parental Leave Rights

Unit members may elect to utilize up to 12 weeks of their accumulated sick leave and extended sick leave (differential leave) for child bonding occasioned by the birth of the unit member's child, of the placement of a child with the unit member in connection with the unit member's adoption of foster care of the child as provided by California Family Rights Act ("CFRA" and AB 375, AB 2393 and California Ed Code 44977.5).

Unit members who have been employed for at least 12 months are eligible to take this leave.

For birthing mothers, the 12 week child bonding leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.

The leave must be completed within one calendar year of the birth, adoption or placement. The leave may also be taken in intermittently within the year.

Pursuant to Education Code section 44977.5, if the unit member exhausts his/her accumulated sick leave prior to the expiration of the 12 week child bonding leave, she/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12 week period.

APPENDIX E

Article 8

Class Size

When determining the school averages for classes, the District shall not include the following classes:

- **Band**
- **Chorus**
- **Home Hospital**
- **Independent Study**
- **Lab Assistant**
- **Leadership**
- **Los Medanos College Courses**
- **Peer Tutoring**
- **Physical Education**
- **Prep Periods**
- **Special Education and Self-Contained Classes (SDC)**

Any changes to this Appendix shall require an agreement between PEA and the District.