Pittsburg Education Association | Proposal# | Date 11.6.26 | Time 12:03

# ARTICLE 4 - GRIEVANCES

## 4.1 Purpose

**4.1.1** This grievance procedure shall be used to process and resolve grievances arising under this Agreement.

**4.1.2** The purposes of this procedure are:

4.1.2.1 ~~A~~ To equitably resolve grievances informally at the lowest possible level.

4.1.2.2 ~~B~~ To provide an orderly procedure for reviewing and resolving grievances promptly.

## 4.2 Definitions

**4.2.1** A "grievance" is an alleged violation, misinterpretation or misapplication of the expressed terms of this Agreement which directly and adversely affects the grievant. Actions to challenge or change the terms of the Agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law, by District policy or regulation or by terms of this Agreement are not within the scope of this procedure.

**4.2.2** ~~A~~ "Grievant(s)" is/are ~~a member or members~~ bargaining unit member(s) of the representation unit covered by this Agreement who files a grievance.

**4.2.3** A "day" is any day in which the District Office is open for business.

## 4.3 Time Limits

**4.3.1** Every effort shall be made to complete actions within the time limits contained within the grievance procedure: time limitations may be shortened or extended by written stipulation of both parties.

## 4.4 Informal Level

**4.4.1** Within ten (10) days after the event or circumstances occasioning the grievance, the grievant shall initially meet with ~~her/his~~ their immediate supervisor/principal (or principal's designee) in an attempt to resolve the grievance informally.

## 4.5 Level I

**4.5.1** If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than ten (10) days after the informal discussion.

**4.5.2** The formal document shall be a clear, concise statement of the grievance,

citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought.

**4.5.3** Within ten (10) days after the filing of the formal grievance, the immediate supervisor/principal (or principal's designee) shall investigate the grievance and give ~~her/his~~ their decision in a clear, concise, written statement to the grievant.

**4.6 Level II**

**4.6.1** If the grievant is not satisfied with the decision rendered at Level I, ~~he/she~~ the grievant may appeal the decision within ten (10) days to the superintendent or his/her designee. The grievant may file a copy with the Association.

**4.6.2** The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

**4.6.3** Within ten (10) days after the appeal is filed, the superintendent or ~~his/her~~ their designee shall investigate the grievance and give ~~his/her~~ their decision in a clear, concise, written statement to the grievant.

**4.7 Level III**

**4.7.1** If the grievance is not resolved to the satisfaction of the grievant at Level II, within ten (10) days of delivery to the grievant of the Level II decision of the Superintendent, PEA and the District may, by mutual agreement, request the California State Conciliation and Mediation Service (CSCMS) for the appointment of State mediator. Upon appointment of the mediator, mediation shall be scheduled according to the availability of the mediator and the parties. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by all parties to the mediation. All settlement agreements shall be non-precedential and shall constitute only a settlement of the particular grievance.

If there is no mutual agreement for mediation, the grievance moves to Level IV.

**4.8 Level IV**

**4.8.1** If the grievant is not satisfied with the disposition of the grievance at Level III the aggrieved person may, within ten (10) days after a decision by the superintendent or ~~his/her~~ their designee, request in writing, that the Association submits his/her grievance to arbitration. The Association, by written notice to the superintendent within fifteen (15) days after the receipt of the request from the aggrieved person, may submit the grievance to binding arbitration.

**4.8.2** An impartial arbitrator shall be selected jointly by the Association and the District within fifteen (15) days of receipt of the written request. In the event that the parties cannot agree, the State Conciliation Services shall be requested to supply a list of five (5) names; alternate names shall be stricken until only one name remains.

**4.8.3** The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally between the District and the Association. Any additional expenses shall be borne by the party incurring such expense.

**4.8.4** The arbitrator shall have no authority to add to, delete, or alter any provision of the Agreement but shall limit the decision to the application and interpretation of its provisions.

**4.8.5** The arbitrator shall rule upon the arbitrability of the issue prior to hearing the merits of the grievance.

**4.8.6** After hearing the evidence, the arbitrator shall submit his/her findings and binding decision in writing to the District, the Association, and to the grievant.

**4.9 Miscellaneous**

**4.9.1** Response: If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.

**4.9.2** Conference: Grievant shall have the right to a conference, upon request, at each level.

**4.9.3** Records: All records of the proceedings shall be retained by the Human Resources Department in a separate file.

**4.9.4** Reprisals: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.

**4.9.5** Representation: Each party may be represented by a conferee at each stage of the grievance procedure.

**4.9.6** Pay: A grievant and the conferee, if any, required by the District to be absent by reason of these grievance procedures shall not suffer any loss of pay. The processing of a grievance at the Informal Level, Level I and Level II shall occur prior to or after the instructional day. Exceptions may be agreed to by the grievant and the appropriate administrator.

**4.9.7** Time Limitations: Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

**4.9.8** Initiate Grievance – Level II: If grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the superintendent or his/her designee.

**4.9.9** Continue Duties: The grievant shall continue to discharge assigned duties and comply with the direction of the administration while the grievance is being resolved.

**4.9.10** Forms: Forms for filing and processing of grievances shall be prepared jointly by the District and the Association.

**4.9.11** Grievance without Intervention: An employee may present a grievance without

the intervention of the Association as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this Agreement, provided that he/she shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

**4.9.12** Multiple Grievant(s): When the same grievance is filed by more than two grievant's, the Association shall be responsible for processing the grievance with no more than two such grievant's being provided release time for processing such common grievance at the arbitration level. The names of all grievant's shall appear on the grievance processing forms. This procedure shall not supersede an individual grievant's right to process a grievance without Association intervention as set out in Article 4.9.11, above.

# ARTICLE 7 - LEAVES

## 7.1 UNAUTHORIZED LEAVE

**7.1.1**
Unauthorized leave is defined as nonperformance of those duties and responsibilities assigned by the District or misuse of approved leaves. Such leaves can result in loss of compensation and disciplinary action for employees.

## 7.2 SICK LEAVE

**7.2.1**
Each ~~employee~~ bargaining unit member shall be entitled to sick leave with full pay up to ten (10) working days in each school term. ~~Employees~~ Each bargaining unit member whose regular work year is more than the school year shall earn additional sick leave days pro-rated at the rate of one (1) sick leave day for each additional twenty (20) days worked. The unused portion of sick leave allowance shall be accumulative without limitation.The maximum amount of earned sick leave in any one year shall be twelve (12) days.

**7.2.2**
Sick leave deduction shall be made for the portion of the normal workday that the ~~employee~~ bargaining unit member is absent.

**7.2.3** Verification/Return from Sick Leave

**7.2.3.1**
Following absences of more than ~~four~~ five ~~(4)~~ (5) consecutive days due to illness, a doctor's statement may be required before returning to work. Further, the District may ask for a medical verification of illness when there appears to be a pattern of absence(s).

**7.2.3.2**
~~Employees~~ Bargaining unit members returning to work from sick leave involving major surgery or illness shall be required to present a doctor's release verifying medical permission to return to work.

**7.2.3.3**
Any bargaining ~~U~~ unit ~~M~~-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 Sates Department of Veteran Affairs, shall be entitled to an additional sick leave as set forth in Appendix D.

**7.2.4**

If an ~~employee~~ bargaining unit member is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from ~~his~~ the bargaining unit member's final warrant.

**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 sum which is actually paid a substitute employed to fill the position during the absence, not to exceed the lowest daily rate paid to a substitute; or, if no substitute were employed, the amount which would have been paid to the substitute.

**7.2.5.2**
The five (5) month differential pay period shall be consecutive following utilization of annual and accumulated sick leave.

**7.2.5.3**
The five (5) month period is available per illness or per injury. This applies to extended illness or injury and not daily absences. The balance of a five (5) month period not utilized at the end of a school year shall be available at the beginning of the subsequent school year.

**7.2.5.4**
A bargaining unit member returning from differential leave shall be reinstated to his/her former position upon request, except when educational needs weigh in favor of a temporary transfer or reassignment.

**7.2.5.5**
If an ~~employee~~ bargaining unit member is unable to return to work at the end of the five (5) month period, ~~he/she~~ the bargaining unit member shall be placed on a 39-month reemployment list (permanent employee) or a 24-month reemployment list (probationary employee).

**7.2.6**
At the beginning of each school year, every ~~employee~~ bargaining unit member shall receive a sick leave entitlement for the school year. The District shall provide each ~~employee~~ bargaining unit member with a written statement of their ~~his~~ accrued sick leave total and ~~his~~ sick leave entitlement for the school year. ~~An employee~~ Bargaining unit members may use his credited sick leave at any time during the school year.

**7.2.7**
~~An employee~~ A bargaining unit member may transfer accumulated sick leave according to the provision of the Education Code.

## 7.3 MATERNITY LEAVE

**7.3.1**
A certificated employee bargaining unit member of the District who becomes pregnant may take a leave for maternity reasons. Leave for maternity reasons may be either paid or unpaid.

**7.3.1.1**
Paid Leave: A ~~certificated employee~~ bargaining unit member who is pregnant may utilize sick leave during the period of time ~~she~~ the bargaining unit member is disabled. Disability shall begin at the written request of the ~~employee~~ bargaining unit member accompanied by a statement from a duly licensed physician indicating the period of time the ~~employee~~ bargaining unit member shall not be physically able to perform her duties. The District may request an examination by a physician designated by the District to determine the ability of the ~~employee~~ bargaining unit member to perform her duties. The determination of the District physician shall be final.

**7.3.1.1.1 Eligibility**

In order to be eligible for Paid Pregnancy Leave, a bargaining unit member must be disabled due to pregnancy, childbirth, miscarriage, termination of pregnancy, or related medical conditions. The affected employee will provide a doctor's note to the district.

**7.3.1.1.2 Duration**

Paid Pregnancy Leave will be up to 14 weeks, and may be taken because the bargaining unit member is experiencing or has experienced pregnancy, childbirth, miscarriage, termination of pregnancy, or recovery from those conditions. Paid Pregnancy Leave may be taken continuously or intermittently when medically necessary.

**7.3.1.1.1.3** Employment Status

There shall be no change in employment status or fringe benefits, nor any change in CalSTRS or PERS service credit due to any use of Paid Pregnancy Leave. Any use of Paid Pregnancy Leave shall not constitute a break in service or otherwise result in a loss of seniority, benefits, or other employment rights. Upon return from Paid Pregnancy Leave, the bargaining unit member shall be restored to the same job, position, schedule, and number of hours the bargaining unit member held immediately prior to commencing the leave, unless otherwise agreed to by the bargaining unit member.

**7.3.1.1.1.4** Workload

Any use of Paid Pregnancy Leave shall not result in any additions in workload for the bargaining unit member on Paid Pregnancy Leave or any other bargaining unit member. It is the responsibility of the district to secure a substitute for the bargaining unit

member and to ensure that the substitute is responsible and completes all the duties of the bargaining unit member while on Paid Pregnancy Leave.

**7.3.1.1.1.5** Coordination of Leaves

Any use of Paid Pregnancy Leave shall not be deducted from any other leaves available to the bargaining unit member, including sick leave, FMLA leave, CFRA leave, or differential pay leave under the Education Code.

**7.3.1.1.1.6** Obligations Under the Collective Bargaining Agreement

Any use of Paid Pregnancy Leave shall not diminish the obligation of the employer to comply with any collective bargaining agreement that provides greater disability or parental leave rights to bargaining unit member than the rights established under Education Code Sections 44965, 45193, 84750.8, 87766, 88193, or any other relevant section.

**7.3.1.1.1.1.7**
Effective November 6, 2026 the District shall comply with AB126. The District shall provide up to 14 weeks of fully paid leave due to disability related to pregnancy for both full-time and part-time bargaining unit member, and bargaining unit member employed for longer than four school months.

**7.3.1.2** ~~7.3.1.2.1~~ Unpaid Leave: Unpaid leave may be granted to pregnant bargaining unit members ~~employees~~:

**7.3.1.2.1**
At ~~employee's~~ bargaining unit member's request in lieu of bargaining unit member ~~employee~~ utilizing sick leave.

**7.3.1.2.2**
To extend maternity leave beyond the period of disability.

7.3.1.2.3
Health benefits during unpaid leave may be continued if such unpaid leave does not exceed twenty (20) working days.

7.3.1.2.4
Health benefits may be continued beyond the twenty (20) days unpaid leave if the ~~employee~~ bargaining unit member pays for premiums.

**7.3.1.3**
Any bargaining unit member who volunteers to cover the caseload/workload of bargaining unit members who are on Paid Pregnancy Leave shall be paid their per diem hourly rate of pay for each hour or any part of an hour worked to service the caseload/workload of the bargaining unit member on Paid Pregnancy Leave. The Bargaining unit member shall report time on the District's timesheet.

## 7.4 CHILD REARING LEAVE:

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

## 7.5 ADOPTION LEAVE:

**7.5.1**
See Personal Necessity Leave.

## 7.6 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

**7.6.1**
~~Employees~~ Bargaining unit members having accidents or illnesses arising out of and in the course of employment are covered by Worker's Compensation as outlined below:

~~A~~ **7.6.1.1**
A maximum of sixty (60) working days of industrial accident or illness leave is allowed in any one fiscal year for the same accident. This leave is not cumulative from year to year.

~~B~~ **7.6.1.2**
Industrial accident or illness leave commences on the first day of absence and shall be reduced by one (1) day for each day of authorized absence up to the maximum allowable amount.

~~C~~ **7.6.1.3**
When industrial accident or illness leave has been exhausted, other type of available leave shall then be used.

~~D~~ **7.6.1.4**
Periods of such leave shall not be considered as a break in service.

~~E~~ **7.6.1.5**
During all periods of paid leaves of absence all wage loss benefit checks received by the employee shall be endorsed to the District. The District shall then issue the ~~employee~~ bargaining unit member appropriate warrants for payment of normal wage or salary and shall deduct retirement and other authorized contributions.

~~F~~ **7.6.1.6**
Upon termination of the industrial accident or illness leave, the ~~employee~~ bargaining unit member shall be entitled to other benefits provided in Article VI and for the purpose of each of these provisions, absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, ~~employee~~ bargaining unit member may elect to take as much of accumulative sick leave which, when added to temporary disability indemnity, shall result in a payment of not more than the full salary.

~~G~~ **7.6.1.7**

While receiving benefits under this section, during periods of illness or injury, the ~~employee~~ bargaining unit member shall remain within the state of California, unless the District authorizes travel outside the state.

## 7.7 PERSONAL NECESSITY LEAVE

**7.7.1** In cases of personal necessity, a~~n employee~~ bargaining unit member at ~~his/her~~ their election may use up to seven (7) days of sick leave in any school year for any of the following:

~~A~~ **7.7.1.1**
Death of a bargaining unit member of ~~his/her~~ their immediate family. Bargaining unit member of the immediate family as used in this section includes: mother, father parent substitute or legal guardian, grandmother, grandfather, spouse, registered domestic partner, son, daughter, sister, brother, mother-in-law, father-in-law, son-in-law, brother-in-law, sister-in-law of the employee, grandchild, any person or relative living in the immediate household of the ~~employee~~ bargaining unit member or individual for whom the employee serves as a legal guardian, child lost to miscarriage or stillbirth. This leave may be in addition to bereavement leave.

~~B~~ **7.7.1.2**
Failed adoption, failed surrogacy, or unsuccessful assisted reproduction.

~~C~~ **7.7.1.3**
Accident, involving ~~his person~~ bargaining unit member or property, or the person or property of a bargaining unit member of immediate family.

~~D~~ **7.7.1.4**
Appearance in court as a litigant; or as a witness under an official order.

~~E~~ **7.7.1.5**
Serious illness involving hospitalization of a member of the ~~employee's~~ bargaining unit member's immediate family or serious illness not requiring hospitalization of a bargaining unit member of the ~~employees'~~ bargaining unit member's immediate family who resides with the employee.

~~F~~ **7.7.1.6**
Paternity Leave -. Seven (7) days.

~~G~~ **7.7.1.7**
Adoption of a child by ~~employee~~ the bargaining unit member - Seven (7) days.

~~H~~ **7.7.1.8**
Personal Business – Four (4) days for which no reason needs to be given and no prior approval is required. Bargaining unit members ~~may~~ shall take up to two (2) Personal Business days in a week without prior approval. Unit members ~~may~~ shall take more than two (2) days in a week with prior approval of site administrator or designee. Personal Business Leave taken the day before or the day after a District Calendared Holiday ~~shall~~ may require prior

approval of site administrator or their designee.

**7.7.2**
Should a personal necessity leave be necessary when an employee has insufficient accumulated sick leave, the salary deduction shall be the substitute's pay and the employee shall receive the difference between the pay to the substitute and regular salary of the employee. In no case shall the deduction be greater than what the employee earns.

**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 one-half day due to an emergency, shall only be charged the number of hours actually use.

**7.7.4**
Special forms for request and verification of personal necessity leave shall be available in the principal's office in each building.

## 7.8 BEREAVEMENT LEAVE

**7.8.1**
An ~~employee~~ bargaining unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if ~~out-of-state~~ travel is greater than 300 miles, on account of the death of any bargaining unit member of ~~his/her~~ their immediate family. No deduction shall be made from the salary of such bargaining unit member ~~employee~~, nor shall such leave be deducted from sick leave.

**7.8.2**
" Bargaining unit member of ~~his/her~~ their 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 bargaining unit member ~~employee~~ serves as a guardian, grandmother, grandfather or grandchild of the bargaining unit member ~~employee~~ or of the spouse/registered domestic partner of the bargaining unit member ~~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 bargaining unit member ~~employee~~, a child lost to miscarriage or stillbirth, or any relative living in the immediate household of the bargaining unit member ~~employee~~.

**7.8.3**
Verification may be required by site administrator within 30 days following leave being taken. Verification shall be in the form of letters, certificates of death, obituaries, memorial cards and/or any other form of notice.

## 7.9 HEALTH, STUDY, CHILD REARING AND OTHER LEAVES

**7.9.1**
The School Board may grant a leave of absence without pay for health, study, child rearing

and other reasons upon the recommendation of the Superintendent.

**7.9.2**
The Superintendent may approve leaves of absence without pay for up to ten (10) days in duration. Requests for leaves without pay that exceed ten (10) days in duration may be submitted to the School Board. Such leaves shall not be approved for more than one year in duration.

**7.9.2.1**
An extension of any leave of absence without pay may be approved by the School Board upon the recommendation of the Superintendent.

**7.9.2.2**
During the period of such unpaid leaves, health benefits may be continued with the premium being paid by the bargaining unit member ~~employee~~.

**7.9.2.3**
Bargaining unit member ~~Employees~~ on leave without pay shall not earn sick leave or service credit

## 7.10 SABBATICAL LEAVE

**7.10.1**
Sabbatical leaves may be granted every year by the School Board where such leaves will improve teaching skills and knowledge of bargaining unit members ~~employees~~.

**7.10.2**
By its second regular meeting in January, the Board shall determine whether it will consider granting sabbatical leaves for the following school year. The Administration shall communicate such information to the Association and bargaining unit members. ~~of the bargaining unit~~

**7.10.3**
Personal Requirements:

**7.10.3.1** ~~(A)~~
Seven years continuous service is required in the employment of the Pittsburg Unified School District prior to the granting of the leave.

**7.10.3.1.1** ~~(1)~~
This service may be interrupted by leaves of absence of other types, but such leaves shall not count as part of the seven years required.

**7.10.3.1.2** ~~(2)~~
Service under a nationally recognized fellowship foundation approved by the State Board of Education for a period more than one year for research, teaching or lecturing shall be deemed a break in continuity of service, and the period of such absence shall be included in computing the seven consecutive years of service required by this section.

~~B~~ **7.10.3.2**
Seven additional years of service, following the return from the sabbatical

leave shall be required in order to establish eligibility for another sabbatical leave.

~~C~~ **7.10.3.3**
Eligibility for sabbatical leave shall be limited to ~~persons~~ bargaining unit members who have not reached their sixtieth birthday by July 1 of the school year in which the leave will be taken.

~~D~~ **7.10.3.4**
To be eligible for such leave, the ~~teacher~~ bargaining unit member must be tenured at the time the leave commences.

~~E~~ **7.10.3.5**
Bargaining unit member ~~Persons~~ accepting leave shall complete in the District twice the length of active service as the length of the sabbatical immediately upon return from this leave if compensation is accepted as part of the leave agreement.

**7.10.4** General Requirements:

~~A~~ **7.10.4.1**
An agreement in writing between bargaining unit member ~~applicant~~ and the District shall be drawn up specifying work to be done, services to be rendered, and/or purpose and plan of travel during the period of the sabbatical leave.

~~B~~ **7.10.4.2**
Application for leave to be granted for the following school year must be filed on appropriate form with the Human Resources Office no later than March 1st. Early application is strongly recommended. Application shall include a detailed statement of travel and/or study proposed for the period of the leave. The dead-line for application for leave beginning in the Spring semester shall be on October 1st.

~~C~~ **7.10.4.3**
Applications for sabbatical leave shall be referred to the Sabbatical Review Panel (composed of 3 bargaining unit members appointed by PEA and 3 members appointed by the District) for review. The successful applicants, up to the number provided for in section 7.10.6, shall be ranked and submitted to the Board for consideration and action.

~~D~~ **7.10.4.4**
The Professional Growth Panel, as established, shall determine criteria for the purpose of evaluating applications and for establishing priorities where needed. These criteria shall include but not be limited to the following:

~~(1)~~ **7.10.4.4.1**
District need

~~(2)~~ **7.10.4.4.2**
Desired training not available in summer sessions or evening sessions of nearby colleges and universities.

~~(3)~~ **7.10.4.4.3**
Fellowships and grants

~~(4)~~ **7.10.4.4.4**
Specialized training

~~(5)~~ **7.10.4.4.5**
Travel for specific purposes

~~E~~ **7.10.4.5**
Any proposed change in an approved plan of study or travel shall be submitted in advance to the Professional Growth Panel and be approved by that panel and the Assistant Superintendent for Human Resources.

~~F~~ **7.10.4.6**
Sabbatical leave shall be granted for either one year or one semester and shall commence on July 1st or the beginning day of the Spring semester, unless other-wise recommended by the Superintendent for the good of the District and approved Board of Education. A second semester's leave may be requested before waiting a second seven years.

~~G~~ **7.10.4.7**
The bargaining unit member ~~individual~~ returning to service from sabbatical leave shall furnish a report to the Human Resources Office, demonstrating that the conditions justifying the leave have been fulfilled. Such a report shall be filed within sixty (60) calendar days after the first day of the semester in which the bargaining unit member ~~individual~~ returns to active service in this District. The Superintendent may authorize an extension of time not to exceed one semester for purposes of completing the necessary requirements.

~~H~~ **7.10.4.8**
At the expiration of the leave it shall be the policy of the District to reinstate the bargaining unit member ~~employee~~ in ~~his~~ their previous position or a similar position.

**7.10.5** Compensation and Credit:

~~A~~ **7.10.5.1**
~~Persons~~ Bargaining unit member's granted sabbatical leave shall be paid one-half the salary that would have been earned if they were on active service at that time. ~~Individuals~~ Bargaining unit member shall be paid their salary for the term of the sabbatical leave in the following way:

~~(1)~~ **7.10.5.1.2**
The ~~individual~~ bargaining unit member shall receive one-half salary and full health benefits during the leave, in the same manner as other certificated employees, upon agreement to return to the district for a minimum of service twice the length of the sabbatical. The ~~grantee~~ bargaining unit member shall be required to furnish a suitable bond indemnifying the District

against loss in the event that the ~~employee~~ bargaining unit member fails to render the required service in this District upon return from leave or fails to fulfill the conditions of the leave.

~~(2)~~ **7.10.5.1.3**
The bond shall be exonerated in the event of failure of the ~~employee~~ bargaining unit member to return and render the required service because of death or disability (physical or mental).

~~A~~ **7.10.5.2**
The ~~employee's~~ bargaining unit member's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received by the ~~teacher~~ bargaining unit member. The employee may elect to have deducted from the actual salary the amount that would have been contributed by the District and the ~~employee~~ bargaining unit member in order to receive a full year's retirement credit.

~~B~~ **7.10.5.3**
The ~~employee~~ bargaining unit member on sabbatical leave shall receive experience increment for the year of leave, since the purpose of the leave is service to this District and its ~~pupils~~ students. ~~An individual~~ bargaining unit member on semester leave shall receive normal experience increment for the year in which leave is taken, if such individual is in active service for the whole of the other semester of that school year.

~~C~~ **7.10.5.4**
Units of college credit earned as a condition of this leave may be used to satisfy the increment hurdle and class requirements of the District salary schedule. If credit is to be claimed for salary classification or increment hurdle for the year of the ~~individual's~~ bargaining unit membe's return to active service, transcripts of credits earned shall be filed with the Assistant Superintendent/Personnel in accordance with established District policy. If work is not completed by the deadline established for such notification, the form notice of intention to complete the work shall be filed instead and the transcript may then be filed by the date in the Fall established in the above-mentioned procedure.

**7.10.6** Special Limitations:

~~A~~ **7.10.6.1**
No more than one percent (1%) of the Association's bargaining unit members ~~negotiating unit of this District~~ shall be on sabbatical leave at the same time.

**7.11** JURY DUTY LEAVE

**7.11.1**
~~Employees~~ Bargaining unit members called to serve on jury duty shall not lose any salary. ~~Personnel~~ Bargaining unit members excused to perform jury duty are excused only for those days they are actually required to report for jury

service.The ~~employee~~ bargaining unit member shall provide verification of service and reimburse the District the daily amount received for Jury duty exclusive of mileage allowance.

## 7.12 LEGISLATIVE LEAVE

7.12.1
At the expiration of the leave it shall be the policy of the Board of Education to reinstate the ~~employee~~ bargaining unit member in ~~his/her~~ their previous position or a similar position for which ~~he/she~~ they are ~~is~~ qualified.

## 7.13 ASSOCIATION LEAVE

**7.13.1** The District may grant to the Association president or his designee ten (10) days release time for the purpose of organizational business. Two (2) days prior notification to the superintendent is required.

**7.13.2** Seven (7) additional days may be granted upon request to and approval from the superintendent.

**7.13.3** Costs of substitutes for 7.13.1 and 7.13.2 above, if any, shall be paid by the Association.

**7.13.4 Association's President Release Time:**

**7.13.4.1** ~~(A)~~
The District shall grant up to forty (40) percent or two (2) days per week release time for the Association President.

**7.13.4.2** ~~(B)~~
The Association President shall receive compensation and benefits as though ~~s/he~~ the President were a regular full-time employee of the District.

**7.13.4.3** ~~(C)~~
The Association President shall be advanced on the salary schedule as though ~~s/he~~ the President was a regular full-time employee.

**7.13.4.4** ~~(D)~~
The Association shall reimburse the District for full costs of the release time duty days of the Association President.

**7.13.4.5** ~~(E)~~
Other provisions of Association leave included in this contract are not affected by this leave.

**7.13.4.6** ~~(F)~~
The President shall have access to bargaining unit members at school sites when said unit members are not instructing and/or supervising students. When visiting a school site, the Association President shall adhere to the

rules and procedures for visitors to the site.

7.13.4.7 ~~(G)~~
By June 1, and after consultation with the District, Association President shall provide the District specific calendar days for the President's leave for the subsequent school year, with the understanding the Association may need to reschedule leave due to unforeseen circumstances, and that the rescheduled leave can only be denied for specific reasons of educational necessity.

## 7.14 PROFESSIONAL COMPETENCE COMMISSION LEAVE

**7.14.1** The District may release ~~employees~~ bargaining unit member who are chosen to serve the Commission on Professional Competence in accordance with the Education Code Such service shall be considered a professional responsibility and the rights and duties of the employee in rendering such service shall be those contained in the Education Code.

## 1.1 MILITARY LEAVE

**7.15.1**
Any bargaining unit member ~~employee~~ who is on temporary military leave of absence and who have been in the service of the public agency from which the leave is taken, for a period of not less than one year, immediately prior to the day on which the absence begins, shall be entitled to receive ~~his/her~~ their salary or compensation as such public employee for the first thirty (30) calendar days of any absence. Temporary military leave of absence means a leave of absence from public employment to engage in ordered military duty for a period which, by the order, is not to exceed 180 calendar days including travel time.

**7.15.2**
Such absence does not affect classification and does not constitute a break in service, although such absence may not count as part of the service required as a condition precedent to permanent classification.

**7.15.3**
A copy of duty orders shall be submitted to the Human Resources Office prior to the commencement of leave.

**7.15.4**
Upon return from military service, within six months, the ~~employee~~ bargaining unit member is entitled to ~~his/her~~ their former position at a salary ~~he/she~~ the bargaining unit member would have received had ~~he/she~~ the bargaining unit member not been in military service.

## 7.16 EDUCATIONAL MEETING AND CONFERENCE LEAVE

**7.16.1**

~~Employees~~ Bargaining unit members may be authorized ~~or directed~~ to represent the District at educational meetings, conferences, workshops or official education committees. ~~Employees~~ Brgaining unit members authorized ~~or directed~~ to attend meetings, etc., shall not suffer loss of salary or sick leave. ~~Employees~~ Bargaining unit members authorized to attend may be reimbursed up to the full amount of reasonable and actual expenses. ~~Employees~~ Bargaining unit member directed to attend shall be reimbursed for the full amount of reasonable and actual expenses.

## 2.1 CATASTROPHIC SICK LEAVE BANK

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.

7.17.1.1
Only individuals who have contributed to the Bank shall be eligible to draw from the Bank.

7.17.1.2
~~Once the Association has approved a unit member's application for Association Leave, the unit member shall forward to~~ Human Resources ~~their~~ will ~~verified~~ verify physicians note.

7.17.1.3
Employees shall also be covered by The Standard Disability Insurance, which provides income replacement of between 75% and 80% of the member's salary. Benefits from the Catastrophic Sick Leave Bank shall be coordinated with benefits received under The Standard Disability Insurance so that the total compensation received by the employee does not exceed 100% of the employee's regular salary.

7.17.2
Only bargaining unit members who have ten (10) days of accumulated sick leave may contribute one (1) sick leave day to the Bank. All donations to the Bank shall be irrevocable.

7.17.3
Catastrophic Leave Bank Committee

~~A~~ 7.17.3.1
The Association shall establish a Committee to review and approve or deny requests from the Bank.

~~B~~ 7.17.3.2
The Committee shall consist of six (6) members. Five voting members shall be appointed by the Association and one ex-officio member shall be appointed by the District.

~~C~~ 7.17.3.3
The District's non-voting member shall serve as a communication liaison between the Committee and the District's Business Office.

~~D~~ 7.17.3.4
The Committee will treat all applications and attendant information as confidential information.

~~E~~ 7.17.3.5
The District, upon request, shall provide the Committee information necessary for administration of the Bank.

7.17.4
The maximum cumulative number of days which any one person may be granted from the Bank during ~~his/her~~ the bargaining unit member's period of employment with the District is thirty (30) days. Bargaining unit embers of the Bank may draw from the Bank after all sick leave has been exhausted. A member who draws from the Bank will be paid at his/her regular daily rate of pay. Sick leave from the Bank may not be granted for periods of disability when monies are being paid to the bargaining unit member under Article 7.6 - Industrial Accident or Illness Leave.

7.17.5
Applicants for benefits from the Bank must make application via the District's electronic system and shall be forwarded to the Association.

7.17.6
At the beginning of each school year there will be a six-week open enrollment period. Request to donate must be made directly through the District's electronic system. Human Resource will confirm the eligibility of the bargaining unit member and that they have the needed accumulated sick leave at the time of enrolling. The digital list of eligible bargaining unit members will be sent to the Association on the (8) eight week of the current school year. ~~Bargaining unit members must notify the Sick Leave Bank Committee, in writing, of their desire to participate in the Bank. At the close of the enrollment period, the Association shall notify the Business Office of the participating individuals, the total number of days contributed and a copy of the written authorization to deduct sick leave.~~ New bargaining unit members employed after the open enrollment period shall have thirty (30) days to enroll in the Bank. Membership in the Bank is continuous unless a bargaining unit member notifies the Association, in writing, of their desire to cancel their participation in the Bank, or they decline further contribution to the Bank as outlined in section 7.17.7 immediately below.

7.17.7
All unused days contributed to the Bank shall be carried over from year to year. When the total number of days in the Bank is reduced to thirty days (30) or less, the Committee shall inform the Bank membership that in order to continue membership in the Bank, the bargaining unit member shall be required to donate an additional day. Members of the bank who elect not to donate an additional day shall no longer be participants in the Bank, and the District shall be so notified. The maximum amount of days that can be drawn from the Bank in any one school year is one hundred (100) days. All donations to the Bank shall be non-refundable.

Example:

| **Year** | **Days** |
|---|---|

| | | |
|---|---|---|
| 2000-2001 | Bank starts with: | 140 days |
| | Days used from the Bank: | -90 days |
| 2001-2002 | Bank starts with: | 50 days |
| | Days used from the Bank: | -30 days |
| | Days available to members: | 20 days |

Members of the Bank shall be required to donate an additional day in order to continue membership.

7.17.8
The Association shall give a statement of each individual's participation in the Bank to the District Business Office, so it can be included in the yearly sick leave accounting.

7.17.9
The Catastrophic Sick Leave Bank shall become effective October 15, 2001.

# ARTICLE 11 - SAFETY CONDITIONS

## 11.1 Safe Working Conditions

**11.1.1**
Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.

**11.1.2**
The District shall comply with all safety requirements imposed by proper authority (i.e., Fire Marshal, CalOsha, California Building Codes etc.) in assuming the responsibility for the safety of ~~employees~~ bargaining unit members while they are in District facilities provided in furtherance of the operation of the District.

**11.1.3**
The District shall provide training for all unit members on the Active Shooter Response training within the first thirty (30) workdays of each school year.

**11.1.4** ~~11.1.2~~
Bargaining unit members who believe they are being required to work under unsafe conditions or to perform tasks, which endanger their health or safety, (i.e. adequate toilet facilities; appropriate ventilation and filters with routine maintenance; proper disposals of hazardous chemical waste, biohazards, and sharps; climate control within District set climate ranges where such equipment is operational in that workspace; physical and emotional safety, etc.) shall report such conditions to their immediate supervisor.

11.1.4.1 Within three (3) workdays of the report, the District shall investigate and determine if the situation is safe or unsafe.

11.1.4.2 If necessary, the District shall initiate corrective actions within five (5) workdays to provide safe conditions.

**11.1.5** ~~11.1.3~~
Before the first student attendance day of school, each school year, the ~~District~~ Site administrator or their designee shall provide, publish and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of ~~employees~~ bargaining unit members and provide safety equipment where such equipment is necessary for the conduct of the educational program and the operation of the schools and inform unit members assigned to the site, the location of the safety rules (posters) and location of safety equipment.

**11.1.6** ~~11.1.4~~
The Superintendent or designee, upon request, shall consult with the Association ~~representative~~ President regarding the preparation of regulations covering the safety of bargaining unit members ~~employees~~ in performance of their duties.

**11.1.7** ~~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.

**11.1.8**
No later than the first student day of every school year, each site administrator or designee will inform

bargaining unit members assigned to the site, the identity of the person designated as the Site Safety Liaison.

**11.1.9** ~~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~~ bargaining unit members and pupils are not present.

**11.1.10** ~~11.1.9~~
In the event of a District or other governmental entity determined emergency closure of District facilities, including, but not limited to natural disaster, quarantine, or government order, bargaining unit members shall receive their daily rate of pay and benefits. If make-up days are required, the District shall negotiate the calendar placement of said days with Association.

**11.1.11** ~~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**
The site administrator or their designee shall ensure that ~~Each school site shall post~~ in each classroom the emergency preparedness flip chart is posted. The emergency flip chart shall also be posted in bargaining unit member's work space that is not a classroom before students arrive for the first day of school.

**11.1.13** ~~11.1.12~~
Each site shall provide an electronic copy of the school site safety plan and the emergency operation plan as well as a hard copy of the current school site plan and the emergency operation plan to every ~~site~~ bargaining unit member at the beginning of the school year.

**11.1.14** ~~11.1.12~~
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~~ bargaining unit members within five (5) working days of change. If a bargaining unit member is assigned a duty within the emergency operation plan, that bargaining unit member must be trained regarding the assigned duty during the duty day within the first thirty (30) workdays of each school year.

**11.1.15** ~~11.1.12~~
The site plan shall be updated annually. The Association ~~PEA~~ may ~~t~~ choose to assign up to three bargaining unit members (one from elementary, one from junior high and one from high school) to participate on the district safety committee. The district safety committee shall meet at least each quarter and report to the Superintendent and the PUSD School Board.

**11.1.16 Visitors to the Classroom/Workspace**

11.1.16.1

Visits to bargaining unit member's classroom and/or workspaces shall be first arranged with the bargaining unit member and site administrator/supervisor or designee with at least 48 business hours in advance.

11.1.16.2

If a parent meeting is desired, an appointment shall be set with the bargaining unit member during their noninstructional time. Parent or legal guardian meetings that the site administrator requires the bargaining unit member's attendance, shall be set no less than 48 business hours in advance. Any parent meeting held outside of the bargaining unit member's workday, shall be paid at the bargaining unit member's per-diem rate of pay, if the bargaining unit member is directed to attend by the site administrator.

11.1.16.3

To ensure the safety of students, bargaining unit members and to avoid potential disruptions, all visitors shall register immediately upon entering any school building or grounds when school is in session. Visitors shall be given a visitor's pass.

11.1.16.4

No electronic listing or recording devices may be used by students or visitors in a classroom/workspace without the bargaining unit member's written permission.

## 11.2 Safety Materials

1.2.1 ~~11.1.6~~

The ~~District~~ Site Administrator or Supervisor(s) assigned to the worksite shall provide each classroom/ worksite 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.

**11.2.2** ~~11.1.6~~

~~Additionally,~~ The ~~District~~ Site Administrator or Supervisor(s) assigned to the worksite shall ensure that disaster preparedness materials such as blankets, bullhorn, radios, water, rope, food packages and the like are available at the school site/worksite.

**11.2.3** ~~11.1.6~~

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~~ Site Administrator or their designee prior to its expiration date.

**11.2.4** ~~11.1.7~~

~~The District's intent is that~~ Each bargaining unit member shall be provided ~~telecommunications equipment~~ walkie-talkies. ~~to be available for bargaining unit members when safety issues arise.~~

**11.2.5** ~~11.1.7~~

At the time each bargaining unit member picks up their assigned walkie-talkie, they will be provided with written instructions on how to use it when covering duties outside of the classroom and in the event of a power outage, or other emergency that interrupts normal telecommunications.

**1.2.6** ~~11.1.7~~

Bargaining unit member shall keep their walkie-talkie accessible, plugged in, and charged when not in use.

**11.2.7** ~~11.1.7~~
In the event that a walkie-talkie is not functional, the bargaining unit member shall immediately notify their immediate supervisor ~~within 10 days~~, and shall receive a functional replacement as soon as possible, thereafter, not to exceed 5 workdays after the notice, unless the replacement needs to be ordered. Replacements will be ordered within 5 workdays of notice. If provided by the vendor, a delivery date shall be provided to the bargaining unit member.

## 11.3 Safety with Students/Parents/Guardians

**11.3.1** ~~11.1.10~~
Bargaining unit members who are assigned to work with students who are prone to exhibit violent behavior shall be encouraged to voluntarily participate in assault prevention training at no cost to the unit members.

**11.3.2** ~~11.1.13~~
When a unit member officially refers a student to site administration for misbehavior or actions enumerated in Education Code 48900, the unit member who wrote the referral shall be notified in writing by the site administrator of the action and response given to student within forty-eight hours (48) of the referral.

**11.3.3** ~~11.1.14~~
Education Code 48910 gives the educator the right to suspend students from the class for the day of suspension and the following day. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference at a mutually agreed upon time if the teacher or the parent or guardian so requests.

**11.3.4** ~~11.3~~ **Assault**

**11.3.4.1** ~~11.3.1~~
Bargaining unit members shall immediately, if possible (otherwise within no more than 24 hours), report to their supervisor or designee any incident of attack, battery/assault or menace where they are the victim or a witness. (Definition of Battery: California Penal Code (CPC) 242 – A battery is any willful and unlawful use of force or violence upon the person of another.) The supervisor or designee shall report the incident to the appropriate enforcement authority and also inform the Superintendent's office as soon as possible.

**11.3.4.2** ~~11.3.1~~
When a student has committed a physical threat and/or battery/assault on a bargaining unit member or is in possession of a weapon, the unit member may also request that the student be immediately removed from the classroom for the safety of the student, other students, and the unit member and the administrator or designee shall promptly arrange for the student to be removed from the classroom.

**11.3.4.3** ~~11.3.1~~
Nothing in this section shall preclude an individual unit member from filing a report with the proper authorities. 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.

**11.3.4.4** ~~11.3.1~~
A student who has been removed from the classroom under this section may be returned to the classroom after the administrator or their designee has determined it is appropriate to do so and has informed the unit member of any consequences given to the student before returning the student to the classroom.

11.3.4.5 ~~11.3.2~~
In the event that civil charges are brought against bargaining unit members in connection with an assault that happens within the course and scope of their employment ~~he/she~~ they shall be provided a legal defense as authorized by the relevant Government Code provision.

11.3.5 ~~11.3.3~~
The workers compensation laws with respect to wages and benefits shall cover absence and/or disability arising out of an assault upon a unit member. Unit member shall be provided with optional counseling support.

11.3.6 ~~11.3.4~~
Unit members who have students in their class with a documented history of causing or attempting to cause serious bodily injury shall be informed electronically as required by law, within ~~11.3.1~~five (5) workdays after the District receives such information.

11.3.7 ~~11.3.5~~
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 and whenever bargaining unit members are providing instruction, intervention or enrichment. The binder shall be kept in the site office in a secure location, where all bargaining unit members can access, and shall record each time they access the binder in a log kept by site administrator or their designee ~~they access the binder. and accessible to all unit members.~~ All bargaining 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 bargaining unit members that provide direct services and/or supervision. Bargaining 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.

11.3.7.1 ~~11.3.5~~
/ithin the first thirty (30) days of each school year, the site administrator or their designee ~~all unit members~~ shall ~~be trained~~ train all bargaining unit members on how to access electronic data where the student violent acts are recorded for the purposes of accessing data of students for which they are the teacher of record or to whom they provide direct services/supervision. ~~The Association and the District agree that direct services mean you are responsible for teaching and supervising the student in your classroom.~~

**11.3 Pupil Transportation**

11.4.1 No bargaining unit member shall be required to transport pupils in their privately-owned vehicles except in the case of an emergency.

11.4.2 Unit members who transport students in District vehicles, within the course and scope of their employment, shall be primarily covered by District vehicle insurance.

**11.5** Non-Discrimination: No bargaining unit member shall be discriminated against as a result of reporting a condition believed to be unsafe.

**11.6** Suspension of Students: All school board policies and procedures for suspension of students shall be made available at each school site, and relevant Education Code provisions for suspension of students shall be placed in the Appendix of this Agreement. (See Appendix "A")

**11.7** Facilitating learning is the primary function of the District and its schools. Students must not only master academic content but also develop the behavioral skills necessary for lifelong success. When students fail to follow established rules, policies, and procedures, discipline may be necessary. Discipline should be fair, consistent, equitable, and comply with Education

Code 48900 provisions. Educators have a right to:

11.7.1 Be treated respectfully by all persons in the school community

11.7.2 Work in a safe, healthy, and inclusive learning environment.

11.7.3 All unit member rights afforded under the Education Code regarding student discipline.

11.7.4

If a unit member has concerns regarding the ability to provide a safe learning environment for students, the unit member may request a meeting with the site ~~principal~~ administrator ~~or designated~~ and/or the Special Education Director (if student has an IEP) or designee to discuss concerns. A meeting with the unit member and a representative of the unit member's choice will be scheduled within three (3) workdays to develop a mutually agreed upon solution to the problem. Solutions may include but are not limited to: professional development, training in classroom management and conflict management, additional preparation or collaboration time, support from administrators in the administration of student discipline. Any cost for any of the mutually agreed upon solutions shall be paid by the District.

**11.8**

For meetings in which administrators are present, they are responsible for governing the tone and conduct of parents/caregivers. Members shall not be required to continue in or other interactions which attendants are showing abusive physical or verbal behavior towards the bargaining unit member.

Pittsburg Education Association Proposal # 1 Date 11/6/26 Time 2:05

# ARTICLE 13 - SALARY

13.1 Compensation

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

~~FY 2023-2024:~~
~~Five percent (5.0%) ongoing salary increase, effective July 1, 2023. Increases shall apply to all rates and schedules.~~

~~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. All increases shall apply to all rates and schedules.~~

~~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.~~

~~FY 2025-2026:~~
~~Two and three tenths (2.3%) ongoing salary increase, effective July 1, 2025. Increase shall apply to all rates and schedules.~~

FY 2026-2027:
Six percent (6.0%) ongoing salary increase, effective July 1, 2026. Increase shall apply to all rates and schedules.

13.1.2 Signing and Transfer Bonuses:

A. Signing Bonus: Effective upon ratification there shall be a signing bonus for the hard to fill teaching assignments as follows: (i) $5,000 for math, science, reading specialist, special education, and dual immersion program; and (ii) $5,000 for speech language pathologists; and (iii) a signing bonus of $5,000 Giving Back and Celebrating Success bonus for new full-time hires employed after January 2016 that are high school graduates of the Pittsburg Unified School District; if there is a commitment on the part of the

employees (listed above) to remain with the District for a minimum of two (2) years. If an individual leaves prior to two (2) years of District service, then the bonus needs to be repaid, unless there is mutual agreement not to repay based upon extenuating circumstances.

B. Transfer Bonus:There shall be a transfer bonus of three thousand ($3,000) for qualified bargaining unit members who transfer to math, science, reading specialist, special education, dual immersion program, and speech language pathologists if there is a commitment to remain in the position for a minimum of two (2) years. If a unit member leaves prior to two (2) years of District service, then the bonus needs to be repaid, unless there is mutual agreement not to repay based upon extenuating circumstances.

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 ~~$2,200.00.~~ $4,200.00.

13.1.3 Salary Schedules for Bargaining Unit Members (Appendix B):

E. Teachers
F. Speech and Language Therapists, Behaviorist, and Psychologist
G. Counselor / Elementary and Secondary
H. Preschool Program
I. Extra Duty Stipends
J. Adult Education Program
K. Elementary Counselors and Secondary Counselors
L. Home Hospital Teacher
    a. Home Teacher shall be called Home Hospital Teacher and the rate of pay shall be equal to the Intervention Rate of Pay.
    b. The Home Hospital Teacher shall be paid one hour of preparation time per week, at the Intervention rate of pay.
    c. 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.

d. 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.

13.1.4 Extra Duty Assignments

A. Extra Duty Assignment Stipend Schedule (Appendix B and C) is attached.

B. Stipends: All stipend positions shall be negotiated by the Association and the District. The Association and the District shall adjust the list of stipend positions and both parties shall keep a current list of said positions.

13.1.5 Advanced Degrees: Effective July 1, 2000, bargaining unit members shall be compensated for possessing a Master's Degree, and for possessing a Doctorate Degree. The established rates are listed on the current Salary Schedules.

13.1.6 Hourly Rate of Pay is established on the current salary schedules:

A. The hourly rate of pay shall be increased by the same percentage increase bargained and applied to unit members' Salary Schedules in Sections 13.1.1 and 13.1.3 above.

13.1.7 Business Expenses: The District shall pay prior authorized reasonable and necessary expenses, including, but not limited to, fees, travel, lodging, meals and incidentals, incurred when the employee is involved in any activity at the discretion of, or authorized by, a District administrator when such activity is away from the employee's primary work location.

**13.2 Salary Schedule Implementation**

13.2.1 An employee may elect to have his/her annual salary received in 11 payments or participate in the Summer Fund Program to receive 12 payments. The Summer Fund Program will generate one (1) additional check with their June payment, after the first year of work has been completed. The Summer Fund Program is offered as long as the payroll system can accommodate this option. Monthly earnings are to be received on the last day of the month.

A. Mandatory Deductions are required by law.
B. Optional deductions are those voluntary deductions selected by the employee.
C. Salary payments will be disbursed as designated by law and payroll deadlines.

13.2.2 Credit for Service and Earned Degrees

A. Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment for one year of service beginning with 2023-2024 school year. There shall be no cap on qualifying prior years of credit for service and placement on the salary scheduled.

1. Unit members initially employed before July 1, 2023, who did not receive full credit for their years of service when hired, shall be placed on the schedule effective July 1, 2023 at the step which includes their total qualifying years of service inside and outside the district. For example, a unit member with fifteen (15) years of qualifying prior to service who was initially placed on step twelve
(12) due to the previously existing twelve-year cap, and who has subsequently worked for the District for seven (7) qualifying years as of the completion of the 2022-2023 school year, shall be placed on step twenty-three (23), effective July 1, 2023.
2. To receive the foregoing salary adjustment, effective July 1, 2022, unit members must submit written evidence on the district provided verification form of the qualifying years of prior experience to the Human Resources Department by May 15, 2023. Unit members who have qualifying years of prior experience and submit the information May 2023 date shall receive the retro pay for the 2022-2023 school year only, effective July 1, 2022. Unit members who submit such information after May 15, 2023 (but not later than May 15, 2024) shall receive the salary adjustment effective July 1, 2024, and shall not receive retroactive payment.

A. Student teaching and day to day substitute experience will not be accepted as prior service

B. Private school experience for step increment on the salary schedule shall be accepted, providing the private school was State accredited.

C. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule.

Units of study for professional growth shall also be counted for horizontal movement on the salary schedule.

D. Permanent employees who resign from the District and are subsequently re-employed within 39 months shall be granted full experience credit and will be placed on the same step where he/she would have been the year following his/her resignation.

E. Employees whose initial employment with the District was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary employees with no break in service, shall be credited with the time served in the specifically funded program for salary schedule placement and advancement purposes.

a.2.3 All Employees shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. Employees frozen at the maximum step for their class shall continue to accrue years of service credit, which shall then be applied when an employee advances horizontally on the salary schedule.

A. A year of service is defined as seventy-five percent (75%) or more of the regularly scheduled work year.

B. Employees who have been employed in the regular educational program of the District as probationary or permanent employees before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects shall be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.

a.3.3 Course credit for salary placement and movement on the salary schedule shall be given for post-graduate, lower division; upper division or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by regional accrediting commission or other programs approved by

the District. In addition, other program credit may be credited for movement on this salary schedule with prior District approval. Units of study for professional growth and district in-service (professional development) shall also be counted for salary placement and movement on the salary placement and movement on the salary schedule including Continuing Education Units (CEU's) granted for attending professional development programs completion including course work relating to completion of a credential or teaching authorization. All course semester units as defined by the particular accredited college or university shall be acceptable for placement on the salary schedule. Quarter units shall be converted to semester units by multiplying the total of such units by two-thirds (2/3).

a.4.3 Reclassification

A. Employees planning on reclassifying from one class to another must file such requests with the Human Resources Office.

B. Supporting official records or transcripts verifying post-graduate units of study that are to apply toward reclassification must be filed with the Human Resources Office. Salary adjustment based upon verification shall occur within three (3) months of filing verification retroactive to the date of verification.