

*COLLECTIVE BARGAINING AGREEMENT*

*BETWEEN*

*STOCKTON UNIFIED SCHOOL DISTRICT*

*AND*

*CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
(CSEA) CHAPTER #885  
TRANSPORTATION UNIT*



*Stockton Unified School District  
Since 1852*

*July 1, 2019  
through  
June 30, 2022*

# AGREEMENT

Between

STOCKTON UNIFIED SCHOOL DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
(CSEA) CHAPTER #885  
TRANSPORTATION UNIT

FOR THE DISTRICT:

John Deasy  
Susanne Montoya  
Eli May  
Claudia Moreno  
Tanya Copeland  
Brenda Blythe  
Mary Aguilar

FOR THE ASSOCIATION:

Casey Thompson  
Cynthia Solis  
Rosann San Nicolas  
Dawn Davis  
Latora Dennis

Ratified by CSEA #885:

Ratified by Board of Education: February 25, 2020

INDEX

<u>Article</u>	<u>Topic</u>	<u>Page</u>
	Preamble .....	i
1	Recognition .....	1
2	Evaluations, Probationary Periods, and Personnel Files .....	2
3	Organizational Rights and Responsibilities .....	4
4	Dues and Representation/Service Fee.....	5
5	Job Stewards.....	7
6	Definitions .....	8
7	Hours and Overtime .....	10
8	Pay and Allowances .....	16
9	Working Conditions .....	21
10	Safety Conditions of Employment.....	24
11	Employee Expenses and Materials .....	25
12	Fringe Benefits .....	27
13	Holidays.....	29
14	Vacation Plan .....	31
15	Promotional Opportunities.....	33
16	Layoff, Reemployment and Reduction of Hours.....	34
17	Leaves.....	35
18	Disciplinary Procedures .....	39
19	Grievance Procedure .....	44
20	Severability .....	48
21	Relationship of Agreement to Bargaining Obligations .....	49
22	Management Rights .....	50
23	Concerted Activities.....	51
24	Duration of Agreement .....	52
	Appendix A – 2020-2021 Salary Schedule.....	53
	Appendix B – 2020-21 Instructional Calendar .....	54
	Appendix C – 2021-22 Instructional Calendar .....	55
	Appendix D –Professional Growth Program .....	56
	Appendix E – Catastrophic Leave Program.....	62
	Appendix F – Social Security Contribution .....	64
	Appendix G – Complaints From Parents or Citizens.....	65
	Appendix H –Signed Tentative Agreement-February 21, 2020.....	66

## **PREAMBLE**

This agreement is made and entered into this 24<sup>th</sup> day of February 2020, by and between the Stockton Unified School District, hereinafter called the District, and California School Employees Association (CSEA) Chapter #885, hereinafter called the "Association", pursuant to Government Code Section 3540, et seq.

**ARTICLE I**  
**RECOGNITION**

1.1 The District recognizes the California School Employees Association (hereafter “Association”) as the exclusive representative for the purpose of collective bargaining with the Stockton Unified School District (hereafter “District”) on behalf of all classified employees of Chapter # #885 employed in the designated classifications noted below:

School Bus Driver  
School Bus Driver Specialist  
School Bus Driver Instructor  
School Bus Attendant  
Transportation Route Planner

The bargaining unit shall not include certificated employees, management, supervisory and confidential employees, students, short-term and substitute employees, and classified employees in CSEA Chapter #821 and #318.

All newly created positions, except those that are lawfully designated certificated, management, confidential, or supervisory, shall be assigned to the appropriate bargaining unit. Disputed cases shall be submitted to the PERB for resolution.

1.2 Non-Discrimination:

The district shall not discriminate against Association bargaining unit members on the basis of membership and/or participation in an employee organization or activities as it applies to the language of this agreement.

## ARTICLE II

### EVALUATION AND PROBATIONARY PERIOD AND PERSONNEL FILES

#### Evaluations

- 2.1 Evaluation of an employee shall be placed in a personnel file only after opportunity for discussion between the employee and the evaluator has been afforded. Evaluations shall be made based primarily upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations that are made.
- 2.2 Employees in the unit may be evaluated at any time but no less frequently than once each year. When the employee's performance is deemed less than satisfactory or when special circumstances exist relative to the employee's performance, additional evaluations may be conducted.
- 2.3 Employees shall be given the opportunity to review and comment with the evaluator and/or Director of Transportation on any evaluation before it is entered into the District personnel file.
- 2.4 The personnel file of each employee shall be maintained at the District's central administration office. Any files kept by the supervisor of any employee shall not contain any material that is not in the District personnel file except where observations are maintained prior to the filing of the formal evaluation.
- 2.5 Employees shall be provided with copies of any derogatory written material ten (10) work days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material with the help of the CSEA 885 representative. The written response shall be attached to the material.
- 2.6 All personnel files shall be kept in confidence and shall be available for inspection only to employees of the District when actually necessary in the proper administration of the District's affairs or in the supervision of the employee.
- 2.7 The Director of Transportation shall have final authority in the area of evaluation.
- 2.8 The content of evaluations shall not be subject to the grievance procedures contained in Article 19 of this agreement.

## **Probationary Periods**

### **2.9 New Hire Probation**

Per Education Code 45301, no employee shall attain permanent status in the classified service until he/she has completed a six (6) month probationary period in a class.

## **Personnel Files**

- 2.10 All personnel files shall be kept in confidence and shall be available for inspection only to employees of the District when actually necessary in the proper administration of the District's affairs or in the supervision of the employee.
- 2.11 The personnel file of each employee shall be maintained at the District's central administration office. Any files kept by the supervisor of any employee shall not contain any material that is not in the District personnel file except where observations are maintained prior to the filing of the formal evaluation.
- 2.12 Employees shall be provided with copies of any derogatory written material ten (10) work days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours (no more than two (2) hours release time) and without loss of pay to initial and date the material and to prepare a written response to such material with the help of a Representative of the Association and/or Chapter #885. The bargaining unit member's written response shall be attached to the material.
- 2.13 Any person who places written material in an Association member's personnel file maintained in Human Resources shall sign the material and signify the date of placement.
- 2.14 The employee has access to their personnel file or may provide access to their representative of choice with written signed authorization. There are no restrictions placed upon the use of the material other than those otherwise imposed by law. Disputes over the applications of this provision may be submitted to the contractual grievance procedure beginning at Level II.

## **ARTICLE III**

### **ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES**

- 3.1 Association shall have the right of access at reasonable times to areas in which employees of the unit work. Authorized representatives of the Association shall be permitted to transact official business on District sites at reasonable times as agreed to by the parties.
- 3.2 Association and its members shall have the right to make use of District facilities, equipment, and buildings at reasonable hours as agreed to by the parties.
- 3.3 In District sites frequented by Association members, a bulletin board or section of a bulletin board shall be designated and available for the Association to post notices of activities and matters of Association concern. The Association may use the District mail service and employee mailboxes for communication to employees.
- 3.4 The District shall provide the Association with a seniority roster thirty (30) days after ratification of this Agreement. A quarterly update of personnel changes relating to bargaining unit members will be supplied during October, January, April, and July. The seniority roster shall indicate all bargaining unit members in their present classification and primary job site.
- 3.5 The District shall place the board agenda on the District's website on the Friday before a regular board meeting. The board agenda will be available on the District's website Board Doc's page.
- 3.6 Within thirty (30) working days after ratification by the Association, the District shall provide a copy to the Association for review of errors. Upon the District's receipt of the executed signature sheet from the Association, the District agrees to provide an electronic version of the contract on the District's website for easy access.
- 3.7 Bargaining unit members may request a copy of the agreement printed at the District's expense no later than ninety (90) working days from the date the signature page is received.
- 3.8 The District agrees to provide newly hired bargaining unit members a copy of this Agreement, printed at the District's expense, within seven (7) workdays of ratification of their employment by the Governing Board.



## ARTICLE IV

### DUES AND REPRESENTATION/SERVICE FEE

#### 4.1 **Employee Rights**

4.1.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

#### 4.2 **Employee Orientation:**

##### 1. **New Employee Definition:**

“Newly Hired Employee” or “New Hire” means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation and who is new to the bargaining unit.

##### 2. **Contact Information the District will provide CSEA.**

a. The District will provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secured site or service, within 30 days of hiring the employee. The contact information will include the following items (if provided by the employee):

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title / Classification;
- vi. Department;
- vii. Primary Worksite Name;
- viii. Work Telephone Number;
- ix. Home Street Address (Incl. Apartment #);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 Digits);
- xiii. Home Telephone Number (10 Digits);
- xiv. Personal Cellular Telephone Number (10 Digits);
- xv. Personal Email Address of the Employee;
- xvi. Birth Date;
- xvii. Employee ID;
- xviii. CalPERS Status; (“Y” if in CalPERS; “N” if not in CalPERS);
- xix. Hire Date;

- b. The CSEA President or designee will be provided by the District a list of each bargaining unit member's name and contact information, as authorized by each represented employee, on the last working day of October, February and June. The contact information will be provided in the same manner and will mirror the information listed under item 2a.

3. **New Employee Orientation:**

- a. "New Employee Orientation" means the onboarding process for newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.
- b. The District will provide CSEA access and notice of new employee orientations no less than ten (10) days' notice in advance of orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable.
  - i. CSEA may send employee up to one (1) representatives and/or a CSEA Labor Representative to the new employee orientation, and those representatives will have up to thirty (30) minutes total to address the new employees. The new employee orientation must not conflict with morning or afternoon routes.
  - ii. The intent of the District is to hold orientation sessions on District property however, in the event District facilities are not available the union will be notified of the change in location.
- c. The District may include the CSEA membership application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.

## ARTICLE V

### JOB STEWARDS

#### 5.1 **Assignment of Chief Job Stewards and Job Stewards**

The Association shall designate Chief Job Stewards and a maximum of five (5) Job Stewards and shall notify the District in writing of their names and the group they represent.

#### 5.2 **Duties and Responsibilities of Chief Job Stewards and Job Stewards**

The Chapter President, Chief Job Steward or Job Steward shall be granted a reasonable amount of time with pay to participate in the investigation, preparation, writing, and presentation of grievances. The Chief Job Steward or Job Steward shall arrange with the grievant's supervisor for a mutually agreeable time to conduct such business. The leave utilization form shall be submitted by the steward upon return to the work site when verbal approval is granted. Prior notification to the immediate supervisor, manager, or administrator shall be in writing. If a supervisor, manager, or administrator is unavailable, the steward shall notify the Director of Labor Relations or his/her designee.

#### 5.3 **Delegate Release Time**

The District agrees to provide release time without loss of compensation for the Association chapter delegates to attend the Association Annual Conference.

## ARTICLE VI

### DEFINITIONS

- 6.1 "Traditional Year" is the period contained in the 182 day instructional calendar adopted by the Board of Education for student attendance and includes all recess periods falling within that time span.
- 6.2 "Fiscal year" is July 1 through June 30.
- 6.3 "District seniority" is length of paid status in the District from the first day of paid status.
- 6.4 "Fluctuating employee" is an employee who works regularly but whose hours may vary; however, those hours shall not fall below a six (6) hour minimum per day.
- 6.5 "Probationary employee" is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 6.6 "Parties" refers to the entities in the Preamble.
- 6.7 A "long term substitute" is a person appointed to fill a position for a period not to exceed the statutory limitations contained in Education Code Section 45103. A person deemed "long term substitute" does not accumulate seniority or permanent status in the position. A "long term substitute" is deemed not a member of the unit.
- 6.8 "Substitute employee" is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 6.9 "Summer Work" is defined as any work given to traditional drivers beyond traditional year routes. This includes summer school routes, and washing/waxing buses. Summer work will be available to Association members only and shall be distributed on the basis of seniority.
- 6.10 "Additional Available Hours" includes mid-days, extra runs, activities, dispatch assignments, or any other assignment given that exceeds the bid hours for that route.
- 6.11 "Over Time" is defined to include field trip assignments or additional available hours and any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of the regularly assigned starting time or subsequent to the assigned quitting time.

- 6.12 "Compensatory Time Off": When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the employing district.
- 6.13 An "emergency" is a situation that is of short duration which is normally not recurring, such as: a) illness of driver; b) cancellation of route or trip; c) breakdown of equipment.
- 6.14 An "assignment" is defined as actual hours worked which will include actual driving time, plus a forty-five minute allowance which includes required physical and written bus check prior to the first daily run and afternoon run, and for clean-up after the completion of daily runs. Should any driver feel that his or her driving time exceeds his or her assignment, the assignment will be reviewed upon request and adjustments made when necessary.
- 6.15 "D.O.A." is defined as an assignment dispatched from the office.
- 6.16 "Route Interference" is defined as any "additional available hours" assignment that conflicts with the drivers regular bid route.

**ARTICLE VII**  
**HOURS AND OVERTIME**

**7.1 Work Week**

The work week is defined as Monday through Friday, consisting of five consecutive days.

**7.2 Work Day**

The length of the work day shall be designated by the District, for each unit member in accordance with the provisions set forth in this Agreement.

**7.3 Assignments**

Fluctuating employees will not be paid for less than the basic hours established for that position. Changes in basic assignments shall normally be made at the beginning of the school year and may continue through the end of the school year. In no case will an employee be paid for less than six (6) hours per day during the school year. This provision shall apply to summer work as defined in Article 6.

**7.4 Lunch Periods**

All unit members covered by this Agreement shall be entitled to an uninterrupted, non-compensated lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period may be for a period of more than one hour, but not less than one-half hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.

**7.5 Rest Periods**

7.5.1 All bargaining unit employees shall be granted one break of fifteen (15) minutes per four (4) hours worked to be taken whenever practicable.

7.5.2 Specified periods may be designated when the operations of the District require someone to be continually present at a work location.

7.5.3 Rest periods are a part of the regular work day and shall be compensated at the regular hourly rate of pay for the employee.

**7.6 Election Release Time**

If, for an election, polls open and close less than one hour from the beginning and ending time, respectively, of an employee's normal work shift, that employee may be granted time off in order to vote if time is not available during the middle of the day.

## 7.7 **Overtime**

7.7.1 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at the rate of pay equal to time and one-half the regular rate of pay of the employee.

7.7.2 All hours worked on holidays designated by this Agreement shall be time and one-half (1 ½) in addition to the pay for the holiday for the first eight (8) hours and double time and one-half (2 ½) for any hours worked over eight (8) on the holiday.

7.7.3 All hours worked on the sixth (6th) and seventh (7th) consecutive days of work shall be compensated at one and one-half times the regular rate of pay.

## 7.8 **Weekend Differential**

Unit members who, on a normal continuing work schedule, are assigned to work on Saturday and/or Sunday will receive a differential pay of one dollar (\$1.00) per hour effective July 1, 2019. An employee who receives any shift differential premium on the basis of his or her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a non-differentiated shift for less than thirty (30) calendar days.

## 7.9 **Additional Available Hours**

During the course of the school year, additional hours will be assigned to fluctuating attendants in an effort to bring their daily route hours average to eight (8) hours per day.

### 7.9.1 **Distribution**

- a. When distributing additional hours, a sign-up sheet in seniority order will be available for all the drivers and bus attendants to be included in the daily rotation for additional hours. The driver or bus attendant will be called in seniority order from where the rotation list left off from the previous working day and/or based on route interference. These hours are available only to Association members, however, can be assigned to substitute drivers only if there are no available unit members.
- b. During the traditional school year additional available hours shall be distributed as early as practicable from a rotation list, on a rotational basis among unit members in order of seniority beginning with the most senior member. A separate list shall be maintained for each job classification. These hours shall be available only to Association members, however, can be assigned to substitute drivers only if there are not unit members available to take the additional available hours.

- c. In the event a bargaining unit member, on the rotation list for additional available hours has route interference, and is bypassed for the day, he/she shall be first to be offered additional available hours the following day.
- d. Additional available hours will be offered to all bargaining unit members of Summer School, in addition to Summer work, on a seniority rotation basis.

### 7.9.2 **Field Trips**

Unit members shall qualify for field trip assignments outside of San Joaquin County six (6) months after acquiring permanent status, provided they have been sufficiently trained. Failure to meet either provision shall limit members to field trips within San Joaquin County or Cal State Sacramento or Cal State Stanislaus.

If a driver is awarded/accepted a weekend trip, misses work on the Friday prior to a weekend trip the driver will forfeit the weekend fieldtrip with no replacement rights.

#### a. **Posting of Field Trips**

Field trips shall be designated as weekday or weekend/holiday trips. Separate trip rotation list shall be maintained for each type of trip. Trips shall be posted on the first of the month, from the 16<sup>th</sup> to the end of the month. On the 16<sup>th</sup> of the month, trips will be posted from the 1<sup>st</sup> to the 15<sup>th</sup> of the following month. The trips will be posted as soon as possible in the morning. All trips logged in the book will be posted. The School Bus Driver Specialist will make every effort to confirm the trips with the schools, prior to posting. Any trips received by the School Bus Driver Specialist after the trips have been posted will become a "Bonus Trip".

#### b. **Rotation Lists**

Two rotation lists will be maintained throughout the year. One for weekday field trips and one for weekend/holiday field trips. Each rotation list is individual and operates separately from the other. However, both operate on a seniority rotation basis.

#### c. **Eligibility**

If a driver has not yet qualified for out-of-town trips, he/she will only be eligible to select local trips within San Joaquin County or Cal State Sacramento or Cal State Stanislaus.

#### d. **Selection of Field Trips**

Drivers shall select their trips by seniority from each individual trip rotation list. One for weekday field trips and one for weekend/holiday field trips. Once a driver has signed his/her trip, they shall remove their name from the rotation list.



If a driver elects not to take a trip, he/she shall write “pass” next to their name, write the date and time, and remove their name from the rotation list. A driver on sick leave, vacation, comp-time or any other absence, shall not forfeit his/her place on the rotation list. Upon return from said absence, if he/she has been passed over, he/she shall choose a trip as soon as they return. A more senior driver shall not delay selection of trips due to an absence or vacation.

**e. Failure to Select a Field Trip**

1. If your name comes to the top of either rotation list while you are on duty and you fail to sign for a trip before any sign-off while on duty, you will forfeit your turn and be passed.
2. If the next driver in seniority is unsure if the driver above them should be by-passed, he/she shall alert the School Bus Driver Specialist to the situation and he/she will make the determination.
3. A driver may designate another job steward to sign for a trip in their absence. If a driver cannot sign for their trip in their allotted time it is the responsibility of the driver to make proper arrangements.
4. When a driver has been passed in rotation due to illness or other absence, upon the first day of returning to work fails to sign for a trip before any sign-off while on duty; they will forfeit their trip and be passed.
5. “Failure to Select a Field Trip” as described above also applies to Summer School and Year Round drivers.

**f. Cancellation of Field Trips**

1. In the event that a driver has selected a trip and that trip is later cancelled, he/she shall immediately be able to select a trip to replace the cancelled trip. This shall apply to changes in trip time of two (2) hours or more, in cases where the driver elects not to accept the trip following the time change.
2. Cancellation of a weekday field trip will only be replaced by a weekday field trip. Likewise, cancellation of a weekend field trip will only be replaced by a weekend field trip. Cancellation of a bonus trip will be replaced by a bonus trip.
3. If more than one (1) bus is assigned to the same field trip and one bus is cancelled, the last driver to sign for the trip shall lose the trip regardless of seniority. If the trip was chosen on rotation, the driver will immediately replace the canceled trip pursuant to 7.9.2f.
4. If bus drivers are scheduled for field trip assignments on Saturday or Sunday and are not notified of the cancellation prior to reporting to work, they shall receive four (4) hours of pay.

7.10 **Limitation on Hours**

a. **Hours of Labor of Driver**

Except as otherwise provided by law, no person shall drive any vehicle for more than ten (10) consecutive hours, nor for more than ten (10) hours spread over a total of sixteen (16) consecutive hours. Thereafter, such person shall not drive any vehicle until eight (8) consecutive off-duty hours have elapsed.

b. Consecutive hours off shall be defined as the end of the shift on any job worked to the beginning of the shift to drive a bus.

7.11 **Split Shift**

When a shift is split with sixty (60) minutes or less between the end of one shift and the beginning of the other, the employee shall receive pay as if there was no break in time.

7.12 **Minimum School Day Pay**

Bargaining unit members shall receive pay for actual hours worked with a six (6) hour minimum for Bus Attendants and an eight (8) hour minimum for School Bus Drivers for all minimum days. If actual hours are below the minimum, members will be compensated in order to meet the minimum hour requirement. On minimum days, unit members may be required to perform detailed assigned service or attend in-service sessions in order to meet their regular assigned hours.

7.13 **Shift Differential - Compensation**

7.13.1 Any employee in the bargaining unit whose assigned work day commences between 4:00 p.m. and 6:00 a.m. shall be paid a shift differential premium of one (1) dollar per hour.

7.13.2 An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift which shall not exceed five (5) consecutive working days.

7.14 **Compensatory Time Off**

7.14.1 Because of the Fair Labor Standards Act, Compensatory time off in lieu of pay as defined in the Education Code will be allowed as defined in Sections 6.12 and 7.7.3. The term "hours worked" for these purposes under the Fair Labor Standards Act does not include paid time such as vacation, holidays, or paid leave. An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked. Such election shall be submitted in writing to the immediate supervisor within two (2) workdays following the overtime worked.

- 7.14.2 If compensatory time has been elected, an employee may accumulate up to one hundred and twenty (120) hours. If compensatory time is not taken as prescribed in Section 7.14.1 above, upon written request, the employee may receive any portion, in part or in full, at any time during the fiscal year, and may save forty (40) hours to carry over to the following year. Unused compensatory time will be cashed out at the end of the fiscal year in which it was accrued.
- 7.14.3 If an employee requests payment for accrued compensatory time off, any salary overpayment then outstanding, shall be deducted prior to payment for such time. Requests for payment must be submitted in writing in a prescribed form by the monthly due date of the timesheet to be paid on the next regular pay day.
- 7.14.4 Compensatory time requests must be submitted to the employee's supervisor at least five (5) days in advance, except as provided for in 7.14.5. The District retains sole discretion to grant or deny compensatory time requests based on the District's business needs.
- 7.14.5 Requests to use CTO must be made at the time of call-in. No advance notice is necessary if the employee calls in sick and at the time of call-in requests to use CTO.

7.15 **Call Back Time**

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least four (4) hours of work at the overtime rate.

7.16 **On Call**

For all School Bus Driver Specialists, the assignment of "on call" time shall be offered to the School Bus Driver Specialists on the seniority rotation basis weekly. A stipend of \$100 per seven (7) consecutive work days will be paid to bargaining unit member who provides the service of responding to any fieldtrip/transportation issues that may arise. This service will be provided by a School Bus Driver Specialist. A district cell phone will be provided to the on call employee.

**ARTICLE VIII**  
**PAY AND ALLOWANCES**

**8.1 Rate of Pay**

Salaries will be increased by 3.5% effective July 1, 2019.

Salaries will be increased by 2.5% effective July 1, 2020.

\*The Parties agree to reopen salary only if the Educational Measures in the November 2020 elections pass.

**8.2 Progression on the Salary Schedule**

**Anniversary Date**

All bargaining unit members shall have a salary step anniversary date of July 1. In order to implement this new section in 2002, all incumbent bargaining unit members whose salary step anniversary date falls after July 1 will have their salary step anniversary date advanced to July 1. For any bargaining unit member hired after July 1, 2002, their anniversary date shall be July 1, 2003. This change in anniversary date shall not affect the length of the probationary period. Employees with an anniversary date between May 15, 2002 and June 30, 2002 shall receive their anniversary date step increase July 1, 2002.

**8.3 Payroll Procedures**

**8.3.1 Promotional Placement:**

A permanent bargaining unit member who is promoted shall be placed on the next higher salary amount in the new classification which shall be no less than a five percent (5%) increase in salary. A permanent bargaining unit member who is promoted shall be placed on the step in the higher salary range in the new classification which is at least a five percent (5%) increase in salary. If the highest step is not a five (5%) increase, the employee will be placed on the highest step.

For initial implementation of the new July 1 salary step anniversary date change a new anniversary date of July 1 shall be established for each subsequent step increment. For initial implementation of the new July 1, salary step anniversary date change, a new anniversary date July 1 shall be established.

8.3.2 Effective July 1, 2002, all eleven (11) month bargaining unit members shall be paid in eleven (11) monthly payments. Any additional days worked beyond the eleven (11) regular work months, shall be paid based on the actual time worked. In the event that an employee does not work their contractual days in August and receives a pay warrant in August, any overpayment made will be docked from the employee's next pay warrant.

8.3.3 Effective January, 2001, additional hours worked, leave utilization, and over-time hours worked shall be submitted on the 11th of each month, and shall be included in the regular monthly pay warrant.

For the purposes of computing entitlement to vacation and sick leave accrual, holiday pay, and retirement, the average daily hours worked shall be determined in the 30-calendar day period from the 11th through the 10th, which will establish eleven (11) pay periods consisting of more than 50% of the 30-calendar day period." These eleven (11) 30-calendar day periods will begin on August 11th and end on July 10th. These eleven (11) equal pay warrants, will result in a full eleven (11) months of vacation and sick leave accrual for the traditional school year, as well as a full year's credit for retirement.

An eleven (11) month employee may request to receive twelve (12) salary payments. A form may be obtained from the Payroll Department for this purpose. Once the employee has authorized a salary payment the decision is irrevocable. Changes can only be made during July through September 12 of each fiscal year.

#### 8.3.4 **Salary Overpayment**

Salary overpayment resulting from:

- a) unpaid leaves;
- b) extended illness leaves pursuant to Article 17, Section 17.11;
- c) reimbursement to District of worker's compensation payments; and/or
- d) adjustments of assigned hours;

The District shall notify the employee in writing of the salary overpayment as soon as possible after the overpayment is discovered. In cases of District error, the District and employee shall attempt to find a mutually acceptable payback schedule.

Employees shall receive a written notification of such deduction as early as possible but not less than three (3) days prior to issuance of the pay warrant.

Adjustments for purposes of leave accrual shall be made on a monthly basis as necessary. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding work day. The paycheck shall include a record of all customary deductions.

#### 8.4 **Mileage Allowance**

Any employee in the bargaining unit required and authorized to use his or her vehicle on District business shall be reimbursed at the rate per mile allowable pursuant to Internal Revenue Service regulations. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business if required. All claims for reimbursement must be submitted by the fifth (5th) working day of the succeeding month to the Business office if the employee is to be reimbursed during that calendar month.

#### 8.5 **Meal/Lodging Allowances**

8.5.1 Employees in the bargaining unit on authorized District business shall be reimbursed at rates designated by the US General Services Administration (GSA). Drivers shall receive advance notice of those meals and lodging authorized. Exceptions to the above schedule shall be authorized by the Superintendent or designee, but in no case may the reimbursement exceed the actual cost. A driver on a layover trip shall be paid \$65 for non-driving time and the above expenses, if incurred.

8.5.2 Meal allowances shall be subject to the following restrictions:

- a) **Breakfast:** Paid only when the extra duty assignment is an overnight trip or is on a Saturday, Sunday or holiday with a sign-on time earlier than 6:00 a.m.
- b) **Lunch:** Paid only when the employee is unable to return to the Transportation Yard from an extra duty assignment and have not less than 1/2 hour prior to departure on next assignment.
- c) **Dinner:**
  1. Paid only when employee is unable to return to the Transportation Yard and have not less than 1/2 hour prior to departure on next assignment; or
  2. Paid only when employee completes an assignment after 6:00 p.m.; or
  3. If an assignment is on a Saturday, Sunday, or holiday with a sign on time earlier than 5:00 p.m. and longer than four (4) hours in duration.

#### 8.6 **Salary Placement for Employee Who Resigns and is Reemployed**

A unit member who resigns after three (3) years of satisfactory service in the District, and who is reemployed in the same classification within one (1) year, shall be placed at the same step on the salary schedule with reinstatement of rights and privileges which were in effect at the time of the resignation.

8.7 **Longevity**

The District agrees to additionally compensate long service employees.

**LONGEVITY INCREMENTS**

Commencing with the 10 <sup>th</sup> year	\$94.10 per month
Commencing with the 15 <sup>th</sup> year	\$110.14 per month
Commencing with the 20 <sup>th</sup> year	\$182.70 per month
Commencing with the 25 <sup>th</sup> year	\$192.70 per month
Commencing with the 30 <sup>th</sup> year	\$416.00 per month

8.8 **Attendance Incentive Program**

For those employees having three (3) or less absences per fiscal year, eligible employees are to receive a one (1) time compensation of one and a half percent (1.5%) of their current salary. Employees absent five (5) days or less in the current fiscal year are eligible for a one (1) time compensation of one percent (1%) of their current salary. In case of absences attributed to FMLA or Bereavement, those absences will be exempt from this program.

8.9 **Pay Calculation**

Unit members' pay shall be calculated to the nearest fifteen (15) minute period.

8.10 **Guaranteed Hours**

8.10.1 All bus driver positions will be guaranteed at eight (8) hours per day.

8.10.2 Bus attendant positions will be guaranteed at six (6) hours per day.

8.11 **Route Bid Compensation**

Drivers participating in the bidding process prior to the beginning of the school year will be compensated for one (1) hour of pay; however, actual bid time is on a schedule and limited to fifteen (15) minutes. The remainder of the time is provided to preview routes prior to your bid time.

8.12 **Unit Members as Substitutes**

Unit members employed as substitute drivers during summer school shall be compensated for actual hours worked at the regular rate of pay, including Social Security payments, for School Bus Driver or Bus Attendant, pursuant to Section 7.3 (see Appendix A).

8.13 **Payment for Delegated Behind the Wheel Trainer Duties**

Bargaining unit member performing Delegated Behind the Wheel Trainer duties shall receive a stipend for the time spend performing those duties. Payment for that time shall be at the regular hourly rate of the employee plus five (5%) percent of that same hourly rate.



**ARTICLE IX**  
**WORKING CONDITIONS**

**9.1 Compensation for Required Training**

An employee who is required to attend training sessions or otherwise engage in training, if not of a disciplinary or required remedial action, in order to continue employment in a position as directed by the District shall receive compensation as follows:

- 9.1.1 The District will provide twelve (12) hours of mandatory district training.
- 9.1.2 When the training occurs during the employee's regular assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which (s)he is entitled for the actual hours worked during training.
- 9.1.3 When the training occurs at any time other than during the employee's regular assigned working hours, the employee shall be paid in accordance with the Hours and Overtime provisions of this Agreement for only the actual hours worked during training.
- 9.1.4 Meetings called by the Director of Transportation shall be paid at the regular hourly rate when attendance is required for the actual time of the meeting or session.
- 9.1.5 All District pre-approved training related to bargaining unit members will be compensated by the District.

**9.2 Bus/Route Bidding Process**

Bus and route selection shall be bid by individual members based on seniority within the Transportation Department based on date of hire within classification. The Director of Transportation maintains the right to assign specific routes and buses as a package, should information processed by the District not be available by the fourth (4<sup>th</sup>) Monday of July or if deemed necessary due to unusual circumstances.

- 9.2.1 Members shall bid for buses and routes (not packaged) no later than ten (10) calendar days prior to the opening of traditional year schools.
  - a. Routes shall be developed and packaged by the Director of Transportation or designee, Transportation Route Planner and School Bus Driver Specialist(s). The School Bus Driver Specialist(s) and up to four (4) members of the Association shall review the route packages after they are developed. The District shall allow a minimum of up to forty-eight (48) hours to review the route packages (day = minimum of 8 hours). The four (4) Association members, Transportation Route Planner and Director of Transportation or designee shall then be allowed forty-eight (48) hours to review any route changes proposed by the Association.

- b. The forty-eight (48) hours for reviewing route packages are to be prior to the drivers preview days. If the District and the Association meet and agree that a review is not necessary prior to the school year, a written agreement to such will be in writing and will only be for that school year.
- c. The District shall post a list of all bus and route packages available in the driver's lounge for a minimum of five (5) days prior to the bidding process. Critical information that will or is anticipated to affect route hours shall be clearly posted with bus and route packages. In addition to the bus and route packages, the District shall, at the same time, post all other work available but not assigned to a route. As bus and route selections are made by senior members, those routes will be removed from the list of routes available in the appropriate classification in the driver's lounge.

9.2.2 Bidding shall be administered by the Director of Transportation or designee with assistance from a designated School Bus Driver Specialist, and is based on driver seniority within the Transportation Department. The Association shall be allowed to have their Labor Relations Representative and stewards, not to exceed three (3), present during the bidding process.

9.2.3 If a bus and route opening develops at any time during the year, drivers may bid for the combination. Bus and route packages that become open after the August bidding will be advertised for three (3) working days and will be available to the most senior qualified applicant.

#### 9.2.4 **Bus/Route Bidding Process**

The District shall make every attempt to minimize route changes which includes route sign-on and sign-off. If the sign-on/sign-off time needs to change more than sixty (60) minutes the District will notify the impacted employee. The District will confer with the impacted employee upon request. Request must be made within five (5) days.

### 9.3 **Summer Work Assignment Procedure**

9.3.1 **Eligibility:** A summer work and sign up roster restricted to bargaining unit members will be posted for 10 calendar days after Spring break. Summer school bus and route packages shall be bid in May. Only those members who have signed the summer roster will be eligible for summer employment with the following exceptions:

- a. Emergency conditions defined as when assignment time restrictions and/or conditions require the need to assign the first available qualified School Bus Driver or Bus Attendant. This exception will be limited to the duration of the existing emergency condition.

- b. The eligibility list has been depleted.
- c. When the School Bus Driver or Bus Attendant due to an on the job injury or disability was not able to sign up because of the absence.

9.3.2 **Routes** The District will be responsible for the following:

- a. Developing the routes.
- b. Determining the number of routes.
- c. The "stacking" of routes and the determination of the number of buses required.
- d. Determining the number of "replacement" School Bus Driver positions.

9.3.3 **Availability**

9.3.3.1 **Replacement School Bus Driver**

May not refuse more than five work assignments. A work assignment is defined as the duration of the absenteeism of the "route" School Bus Driver, i.e. the a.m. or p.m. route assignment, a full day route assignment or consecutive day's work of the same route. (Preplanned vacations, illness, and/or emergencies will be considered one refusal occurrence.)

9.3.4 **Additional Needs**

When it is determined by the District that additional routes are needed after the initial bidding process, the additional routes will be offered for seniority bid to existing "regular route" and "Replacement School Bus Drivers ". The consequent "replacement" vacancies will be filled from the sign up Roster outlined in 9.3.1.

9.3.5 **Additional Hours**

Additional available hours, offered between the completion of one "Traditional School Year" in June, and the beginning of the next "Traditional School Year" in late August-early September as referenced in Section 6.1 shall be offered on a straight rotation basis by seniority among the "Summer Work" members which is above their basic work schedules or bid hours.

9.4 The District shall make available lunchroom, restroom or lavatory facility.

## ARTICLE 10

### SAFETY CONDITIONS OF EMPLOYMENT AND TRAINING

- 10.1 The District and CSEA Chapter #885 shall cooperate in establishing and maintaining safe and healthful working conditions for employees. Should an employee feel that an unsafe or unhealthy condition exists, the member shall inform the supervisor and may inform the Chapter #885 President. The supervisor shall take whatever steps may be required for the District to meet its obligation to comply with federal, state, or local standards including safety measures rendering protection from bodily harm, and keep employees informed as necessary. The parties recognize the need to work cooperatively in correcting unsafe conditions.
- 10.2 The District shall provide safety equipment to unit members where required.
- 10.3 **SAFETY TRAINING**
- 10.3.1 The District shall provide periodic in-service days necessary for annual certificate validity requirements for all bargaining unit members.

## ARTICLE XI

### EMPLOYEE EXPENSES AND MATERIALS

#### 11.1 Uniforms

11.1.1 Uniform shirts and/or jackets are required to be worn while on duty by all bargaining unit members. The District shall provide a uniform allowance not to exceed \$ 160.00 per fiscal year for each bargaining unit member. New employees shall receive a uniform allowance not to exceed \$ 190.00 per fiscal year. The District will pay for the extended sized of the approved uniforms.

- a. It is the understanding of the parties that both the District and the employees are responsible for paying the statutory requirement of the retirement contribution on the special compensation.
- b. The parties understand and agree that the full cost and maintenance of these uniforms is considered “reportable income as defined in government Code Section 20636 and California Code regulations (CCR) section 57(a) and will be reported as such by Stockton Unified School District for classic PERS members. Uniform Allowance is not responsible “income” or pensionable compensation for PEPRA under GC 7522.34© (7) and CCR571.1.

Uniforms shall be purchased from a District designated vendor. Bargaining unit members shall purchase any combination of uniform articles consistent with the color scheme and standards established by the District. Uniform samples will be provided for bargaining unit members to try on prior to ordering each school year.

However, new employees shall be required to purchase a minimum of five (5) uniform shirts as part of their initial uniform selection and purchase.

#### 11.2 Physical Examinations

11.2.1 During the term of the agreement the District agrees to provide for payment of the medical examination required (DL51) for certificate renewal. Medical examinations performed by non-district medical providers will not be reimbursed. Employees shall be compensated at their regular hourly rate of pay for the required time taken for District approved doctors for required medical examinations.

11.2.2 An employee may be required to submit a medical release to return to duty.

- 11.2.3 District reserves the right to require an employee to submit to an examination at District expense whenever the District has reason to suspect physical or mental impairment affecting the employee's ability to safely transport students.

**11.3 Drug and Alcohol Testing**

- 11.3.1 District will conform to state and federal mandates with regard to drug and alcohol testing.

- 11.3.2 The provisions of Board Policy 4112.42/4212.42/4312.42 and its corresponding administrative regulations AR 4112.42/4212.42/4312.42 apply to all members of the bargaining unit. Board policy provisions are exempt from Article 19 of this Agreement.

**11.4 Required Certification**

- 11.4.1 The District shall reimburse employees for costs associated with the testing, renewal or acquisition of required certification. The District shall pay for the following costs:

CHP, First Aid and Written Test  
CHP Driving Test  
First Aid  
DMV Class B Endorsements – Passenger/School Bus/Air Brakes

- 11.4.2 In the event an employee has to take a written test regarding their certification to operate a school bus, and the only prescribed time to take the examination is during work hours, the District shall provide paid release time for the employee to take examination without loss of vacation time or other leaves for the employee.

- 11.4.3 Drivers shall be given up to two (2) hours of paid behind the wheel time to practice for their CHP Driving Test.

**ARTICLE XII**  
**FRINGE BENEFITS**

**12.1 Health and Welfare Benefits**

Upon agreement, or as soon thereafter as feasible, and continuing throughout the term of the Agreement, the District will offer each eligible member employed four (4) hours or more per day a choice of all medical plan options now offered through the District benefit program.

Upon ratification, the District will pay a health benefit allowance (medical, employee assistance program, vision, chiropractic and dental) of \$1709.30 for each eligible member including his/her spouse and dependent(s). This change to the Health Benefit allowance will occur no later than one (1) month after ratification by both parties. The parties agree to open this Article in the final year of the agreement.

CSEA #885 Transportation Unit and SUSD will participate in health benefits plan modification efforts with the goal of controlling the premium cost of health benefits.

Each eligible employee who selects a more costly HMO or PPO medical plan will be obligated to pay the full difference above the health benefit allowance. The amount of the "buy up" for the more costly HMO or PPO medical plan will be set prior to the beginning of each fiscal year and may increase over the amount for the prior calendar year.

Effective January 1, 2016, any active bargaining unit member eligible for District medical coverage, may elect to not participate in the District's medical plan with verification of coverage under a spouse's medical plan. In such case, the District will pay the employee a medical rebate of \$665.51 for eligible members hired before January 1, 2016 or \$332.75 for eligible members hired on or following January 1, 2016.

**12.2 Health Insurance**

All plans offered through the Benefit Program.

**12.3 Dental Insurance**

This District will offer each eligible member a dental plan (with orthodontic) that is substantially equivalent to the current dental plan, with no reductions. The plan will be subject to the health benefit allowance. The full annual maximum benefit of Dental coverage is \$1,500 per covered individual.

#### 12.4 **Vision Care**

The District will offer each eligible member a vision plan. The plan will be subject to the health benefit allowance.

#### 12.5 **Internal Revenue Code Section 125 Plan**

The District will continue to offer Section 125 Plan for each member of CSEA 885. The flex plan will include these options as a minimum program:

1. Pre-tax option
2. Unreimbursed medical expenses
3. Childcare/eldercare expenses

#### 12.6 **Retiree Insurance Coverage**

##### 12.6.1 **Association Members Hired Prior to July 1, 2003:**

Bargaining unit members who retire from the District under PERS regulations and who meet the following criteria will receive medical coverage under the District plan until they are age sixty-five (65) or eligible for Medicare, whichever comes first, are subject to the changes in Medicare guidelines and the terms below:

1. Ten (10) years of continuous District service immediately preceding retirement;
2. Retire between the ages of 55 and 65;

Any qualified Association retired member will have the same right as active employees to select a more costly medical plan and will be obligated to pay the full difference above the least expensive plan.

##### 12.6.2 **Association Members Hired After July 1, 2003:**

Any qualifying member who retires from the District under PERS regulations and who meets the criteria in 12.6 will receive the same medical plan options for the bargaining unit member as active bargaining unit members. Any qualifying bargaining unit member who retires from the District under PERS regulations will be required to make a proportional payment for the medical plan. The Association and the District reserve the right to mutually amend or modify this benefit in the future for current and/or future bargaining unit members. This benefit will last until the age of 65 or until the bargaining unit member is eligible for Medical/Medicare, whichever comes first.



## ARTICLE XIII

### HOLIDAYS

#### 13.1 Scheduled Holidays

The District agrees to provide bargaining unit members with the following paid holidays:

- 13.1.1 New Year's Day
- 13.1.2 Martin Luther King Day
- 13.1.3 Lincoln's Day \*
- 13.1.4 President's Day \*
- 13.1.5 Spring Vacation Day (Friday of Spring Recess)
- 13.1.6 Memorial Day \*
- 13.1.7 Independence Day
- 13.1.8 Labor Day
- 13.1.9 Veteran's Day
- 13.1.10 Thanksgiving Day, the Thursday proclaimed by the President and the following Friday - two (2) days
- 13.1.11 Christmas Eve
- 13.1.12 Christmas Day
- 13.1.13 Day After Christmas
- 13.1.14 New Year's Eve
- 13.1.15 One (1) Floating Holiday

\*Or such other day in lieu thereof as designated by the District

#### 13.2 Additional Holidays

Any day declared by the President or the Governor of the State as a public fast, mourning, thanksgiving or holiday, or any day declared by the governing board shall be a paid holiday for all employees in the bargaining unit. Such determination shall rest with the governing board.

#### 13.3 Holidays on a Saturday or Sunday

- 13.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following work day not a holiday shall be deemed to be that holiday.
- 13.3.2 Any unit member who is required to work a work week other than Monday through Friday, or if such employee consents to work a work week including Saturday or Sunday or both and as a result loses a holiday, that employee shall be provided a substitute holiday or compensation in the amount the employee would have been entitled to had the holiday fallen within his or her normal work schedule.

13.4 **Holiday Eligibility**

Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

13.5 **Floating Holiday**

The floating holiday defined under Section 13.1 may be requested at any time but must have forty-eight (48) hour prior approval of the Director of Transportation.

## ARTICLE XIV

### VACATION PLAN

#### 14.1 **Eligibility**

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis -- July 1 to June 30 when completing 50% of the month worked.

#### 14.2 Unit members whose services are not required during the winter and spring recesses shall take their paid vacations at these times.

14.2.1 All vacation time earned by employees working less than 12 months shall be taken during the fiscal year in which it is earned, unless a carry-over is approved by the Superintendent of Schools.

#### 14.3 **Accumulation**

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

14.3.1 From the first month of service through the fifth year of service vacation shall be earned and accumulated at the rate of 1.25 days per month of service, not to exceed fifteen (15) days per fiscal year.

14.3.2 Commencing with the sixth through tenth year of service, vacations shall be earned at the rate of 1.50 days per month of service, not to exceed eighteen (18) days per fiscal year.

14.3.3 Commencing with the eleventh through the fourteenth year of service, vacation shall be earned at the rate of 1.75 days per month of service, not to exceed twenty-one (21) days per fiscal year.

14.3.4 Commencing with the fifteenth through the nineteenth year of service, employees shall be entitled to an annual vacation of twenty-two (22) days per fiscal year.

14.3.5 Commencing with the twentieth through the twenty-fourth year of service, employees shall be entitled to an annual vacation of twenty-three (23) days per fiscal year.

14.3.6 Commencing with the twenty-fifth year of service, and thereafter, employees shall be entitled to an annual vacation of twenty-eight (28) days.

**14.3.7 Maximum Vacation Earnings Per Year of Service:**

0 - 5 years	=	15 days
6 - 10 years	=	18 days
11 - 14 years	=	21 days
15 - 19 years	=	22 days
20 - 24 years	=	23 days
25 + years	=	28 days

**14.4 Vacation Pay**

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had (s)he been in a working status.

**14.5 Vacation Pay Upon Termination**

When an employee in the bargaining unit is terminated for any reason, (s)he shall be entitled to all vacation pay earned and accumulated up to and including the effective day of the termination.

**14.6 Vacation Scheduling**

14.6.1 Vacation requests must be submitted to the bargaining unit employee's supervisor at least five (5) days in advance, and will be granted-so far as is practicable within the District's work requirements. The supervisor shall either approve or deny an employee's request within five (5) working days from the date of submittal of the request.

14.6.2 Classified employees who work less than 12 months per year shall take their earned vacation during the spring and winter recesses. Excess days not able to be used in this manner may be taken: (1) as days off during the work year without a substitute; (2) days off with a substitute; (3) Compensation paid at the end of the school year. The responsible administrator shall decide between options 1, 2, or 3 and notify the Personnel Office by May 1 of each year.

## ARTICLE XV

### PROMOTIONAL OPPORTUNITIES

- 15.1 Bargaining unit members are eligible to file a written promotion or demotion request for consideration for any advertised vacancy within the bargaining unit. Requests for demotion must be submitted on a form approved by the District and may be accompanied by any additional information the employee desires to submit. For promotional positions employees must submit an application through the district application process.
- 15.2 The decision regarding the promotion or demotion of unit personnel is solely the responsibility of the District except as provided in this article. Every reasonable effort will be made to acknowledge all promotion or demotion requests.
- 15.3 Bargaining unit members who apply for promotion and who meet all minimum requirements will be considered for any vacancy.

If four or less applications are received from the list of current CSEA #885 employees then the District may interview non-employee applicants. Selection shall be based upon qualifications; however, each CSEA #885 employee who has obtained permanency shall receive six (6) additional points on a scale of 100 for purposes of selection.

15.4 **Posting of Notice**

Notice of job vacancies shall be posted in the Drivers' Lounge. The vacancy notice shall normally remain posted for a period of six (6) working days.

## ARTICLE XVI

### LAYOFF, REEMPLOYMENT AND REDUCTION OF HOURS

- 16.1 Whenever because of lack of work or lack of funds, it becomes necessary to layoff permanent or probationary employees, such layoffs shall be conducted in accordance with procedures set forth in Education Code Sections 45298 and 45308. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff and such eligibility shall continue for thirty-nine (39) months from the date of layoff. For purposes of this article, seniority shall be determined by date of hire.
- 16.2 No permanent or probationary classified employee shall be laid off from any position while employees serving under emergency, provisional, or short-term employment are retained in positions of the same class.
- 16.3 A short-term employee may be separated at the completion of an assignment without regard to the procedures set forth in this article.
- 16.4 Probationary and permanent employees shall be notified in writing at least 60 calendar days prior to the date of layoff and the notice shall contain the reason therefore.
  - 16.4.1 To be considered for demotion in lieu of layoff, an employee must notify the Personnel Director in writing of such election no later than 10 calendar days after receiving notice of layoff.
  - 16.4.2 Any employee replaced by such demotion has the same option of demotion afforded by this rule as if a position had been abolished or discontinued.
  - 16.4.3 Any employee demoted pursuant to this rule shall receive the maximum of the salary range in the class to which demoted, provided that such salary is not greater than the salary (s)he received in the higher classification at the time of demotion.
  - 16.4.4 In all cases where employees accept demotion in lieu of layoff, their names shall be placed on reemployment lists for the classes from which they were demoted. Such employees shall remain on the reemployment list for sixty-three (63) months.
  - 16.4.5 An employee on a reemployment list may decline three offers of reemployment in former class and status. After a third refusal, no additional offers need be made and the employee shall be considered unavailable.
  - 16.4.6 Refusal of an offer of short-term or limited part-time employment shall not affect the standing of any employee on a layoff list.
  - 16.4.7 Employees on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.

## ARTICLE XVII

### LEAVES

#### 17.1 Bereavement Leave

17.1.1 Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of three days if death or funeral takes place two hundred fifty (250) miles or less round trip or five days if the death or funeral takes place over two hundred fifty (250) miles round trip. The immediate family is described as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, foster parent, aunt/uncle, step-parent, step-child, foster child, or any relative of either spouse living in the immediate household of the employee.

#### 17.2 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

#### 17.3 Sick Leave

17.3.1 Bargaining unit members shall be granted one (1) day of sick leave credit for each month in which the employee is in paid status for at least 50% of the month in reference to Section 14.1.

17.3.2 The total number of sick leave days accruing to each school year shall be credited from the first day of paid service in that school year. Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district with a transferring employee pursuant to law. The unused credit at retirement age will count as service credit for retirement purposes.

17.3.3 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

17.3.4 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six days until the first day of the calendar month after completion of six months of active service with the District.

17.3.5 Pregnancy shall be treated as an illness for the purposes of sick leave.

**17.4 Industrial Accident Illness Leave**

- 17.4.1 An employee suffering an injury or illness arising out of employment shall be entitled to leave up to sixty working days in any one fiscal year for any one accident or illness. This leave shall not be accumulated from year to year. The leave shall commence with the first day of absence and MUST be reported to the immediate supervisor, within twenty-four hours of the injury or illness.
- 17.4.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation law of this state, exceed the normal salary.
- 17.4.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other, sick leave, vacation, or other paid leave, may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, (s)he shall be entitled to use only so much of his/her accumulated and available normal sick leave, which, when added to the Worker's Compensation award, provides the employee's regular salary.
- 17.4.4 Any time an employee on an industrial accident or illness leave is able to return to work, (s)he shall be reinstated to his or her position without loss of pay or benefits.

**17.5 Personal Necessity Leave**

- 17.5.1 Seven (7) days of absence earned for sick leave under Section 17.3 of this article may be used by the employee in cases of personal necessity on the following basis:
- 17.5.2 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 17.1 of this article.
- 17.5.3 As a result of an accident or illness involving employee's person or personal property or the person or personal property of his/her immediate family.
- 17.5.4 One day in each school year which is to be included as part of the seven (7) days as shown above may be used for any reason except recreation or personal gain. For the purposes of this section, personal gain shall mean employment by another or self-employment for personal monetary gain. A classified employee shall request the use of sick leave for personal necessity under any of the reasons listed above in writing from the Personnel Office. Advance permission is required. An employee may be required to submit additional proof to substantiate personal necessity.
- 17.5.5 Such other reasons approved by the District.



17.6 **Child Rearing Leave**

17.6.1 An employee who is the natural or adopted parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her newly born or newly adopted child. Such leave shall be for the maximum period of three months and may be granted upon giving the District four weeks' notice prior to the anticipated date on which the leave is to commence.

17.7 **Adoption Leave**

17.7.1 An employee who is adopting a child shall be entitled to three days of paid leave for the purposes of caring for the needs of the adopted child.

17.8 **Dependent Leave**

17.8.1 An employee shall be entitled to one (1) day per year of paid leave to care for spouse, or child, or parent in the household; or, if living out of the household, who is primarily dependent on the employee for care.

17.9 **Verification of Illness**

17.9.1 An employee normally may be absent for up to three days without being required to produce verification of illness by a medical doctor. In unusual circumstances, the District may require proof of illness for up to six (6) months by requiring a Doctor's note.

17.10 **Judicial Leave**

17.10.1 Each bargaining unit member shall be granted a leave of absence to appear as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about by the connivance or misconduct of the employee. The employee will be paid the regular salary minus the amount received for witness fees, mileage expenses excepted.

17.11 **Extended Illness Leave**

17.11.1 When a person employed in the classified service is absent from duty on account of illness or accident for a period of five months or less, whether, or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed 50% deduction from the employee's regular pay.

17.11.2 All bargaining unit members shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which s/he is entitled under Education Code Section 45191. Such days of paid sick leave in addition to those required by Education Code Section 45191 shall be compensated at fifty percent (50%) of the employee's hourly rate.

For employees who are less than eight (8) hours the deduction from their sick leave will be based on their previous monthly average accrual. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

17.12 **Reemployment Rights**

17.12.1 When entitlement to all paid leaves has been exhausted and the employee is unable to assume the duties of his/her position, (s)he shall be placed on a reemployment list for a period of thirty-nine (39) months.

17.13 **Accrual Rate**

17.13.1 Leave accruals shall be calculated on hours worked at regular pay.

17.14 **Failure Return**

17.14.1 Failure to return to the District after the expiration of an approved leave shall subject employees to disciplinary action except when the employee has given twenty-four (24) hour notice regarding the circumstances of his/her inability to return to work as scheduled.

17.15 **Emergency Leave**

17.15.1 The Superintendent or designee may authorize leave up to two (2) working days when an accident, sudden illness or injury of a member of the employee's immediate household or immediate family as defined herein is hospitalized or delivered to a physician's office or treatment facility or when the identified person is in need of such emergency treatment. The circumstances of the emergency must be verified in writing to the Superintendent or designee within 72 hours after the return of the employee to regular duties. Days of leave taken under this Section shall be deducted from the entitlement of sick leave at the rate of one-half (1/2) day per day of emergency leave. A total of four (4) emergency leave days may be authorized.

17.16 **F.M.L.A. - Family Medical Leave Act/CFRA**

17.16.1 In accordance with state and federal law, the Governing Board, or its designee, shall grant family care leave to eligible employees as set forth in Board Policy/Administrative Regulation. FMLA/CFRA (Family Medical Leave Act).

17.17 **Jury Duty**

17.17.1 The bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty. The bargaining unit member shall be paid the bargaining unit member's regular salary less the amount received for jury duty or witness fees.

## ARTICLE XVIII

### DISCIPLINARY PROCEDURES

#### 18.1 For Cause Discipline

Any employee designated as a permanent employee shall be subject to disciplinary action for cause, including reprimand, suspension, demotion, and dismissal. Such cause shall include, but not be limited to, those as set forth below in this Article. Probationary employees are not entitled to the due process provisions of this Article.

#### 18.2 Tardy Policy

If an employee is more than six minutes late for his or her assigned run, a substitute driver will be dispatched to perform his or her route. The regular driver shall be assigned the next available unassigned route or choose to be docked for hours missed and leave work site.

#### 18.3 Cause for Disciplinary Action

Cause for discipline shall include; but not be limited to:

- a) Incompetency or inefficiency;
- b) Excessive absence and/or repeated tardiness;
- c) Insobriety or unauthorized use or possession of alcohol or narcotics during duty hours;
- d) Insubordination;
- e) Dishonesty;
- f) Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the district;
- g) Immoral or unprofessional conduct;
- h) Evident unfitness for service;
- i) Physical or mental condition unfitting for service;
- j) Serious violation of or refusal to obey the school laws of the state or rules and regulations of the district;
- k) Discourteous treatment of the public or pupils;
- l) Conduct in violation of Section 1028 of the Government Code, which provides:  
"It shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his/her membership he/she knows advocates overthrow of the Government of the United States or of any state by force or violence."
- m) Neglect of duty;
- n) Intentional misrepresentation or concealment of any fact in connection with obtaining employment;
- o) Willful damage to public property, excessive waste of public supplies or equipment, or excessive carelessness with District property or funds;

- p) Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- q) Failure to ensure that all students and/or passengers have exited any bus or vehicle under the bus operator's control and are not left unattended. Unattended is defined as:
  - 1. Failure to complete a child check at the completion of each and every run.
  - 2. Leaving the school bus while students are onboard for reasons unrelated to work duties. In the event that a driver does need to leave a student onboard he/she will ensure that a district employee relieves the driver.
- r) Personal electronic devices (e.g., cell phones, tablets, laptops) used for personal purposes is strictly prohibited while on paid status.

For employees who drive a vehicle in the regular course of their employment:

- 1. Failure to maintain required certificates for school bus operator.
- 2. Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

#### 18.4 **Procedure for Suspension or Termination**

##### 18.4.1 **Preliminary Written Notice**

- 18.4.1.1 A permanent classified employee shall receive preliminary written notice of any proposed suspension without pay or termination. The written notice must contain a specific statement of charges or grounds upon, which the proposed disciplinary action is based.
- 18.4.1.2 Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.
- 18.4.1.3 The classified employee shall have the right to respond either orally or in writing within a specified reasonable time to the superintendent or superintendent's designee. The superintendent or designee shall consider the employee's response and recommend within fifteen (15) calendar days that the proposed disciplinary action either be taken or not taken.

18.4.2 **Notice of Suspension or Dismissal**

18.4.2.1 A permanent classified employee who is suspended without pay or terminated, shall be given written notice of the specific charges by the superintendent or his authorized representative. The dismissal or suspension shall be effective the day of service of the notice; and all pay shall cease as of that date, and benefits shall continue until the end of the month in which the written notice is served upon the employee, unless specified otherwise by the district.

18.4.2.2 The notice shall contain a statement of his/ her rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than eight (8) calendar days after service of the notice on the employee, and said notice shall be accompanied by a paper, the signing and filing of which with the superintendent of, his/her authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing and appeal.

18.4.3 **Administrative Leave**

Any permanent classified employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the superintendent.

18.4.4 **Sex or Narcotics Offenses: Compulsory Leave**

Any classified employee charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges pursuant to Education Code Section 45304.

18.4.5 **Appeal Procedure**

18.4.5.1 **Hearing Authority:** The Governing Board shall determine whether any hearing will be conducted before the entire Governing Board or a Hearing Officer appointed by the Governing Board.

18.4.5.2 If a hearing officer will conduct the hearing, he or she shall be selected within five (5) calendar days after the District receives a list of seven (7) service. The manner of selections shall be by alternate strike by the District and the Association until only one name is left. The order of the striking shall be determined by the flip of a coin.

- 18.4.5.3 **Notice of Hearing:** The Governing Board or the Hearing Officer shall set the matter for hearing and shall give the employee at least twenty (20) calendar days notice in writing of the date and place of such hearing.
- 18.4.5.4 **Rights of Employee:** The employee shall attend any hearing, unless excused by the Governing Board or the Hearing Officer, and shall be entitled to:
- a) be represented by counselor or any other person at such hearing;
  - b) testify under oath;
  - c) compel the attendance of other employees of the district to testify on behalf of the accused employee;
  - d) cross-examine all witnesses;
  - e) present such evidence Hearing Authority deems necessary;
  - f) argue the case.
- 18.4.5.5 **Evidence:** The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper an admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- 18.4.5.6 **Exclusion of Witnesses:** The Hearing Authority may, at its discretion, exclude witnesses not under examination except the employee and the party attempting to substantiate the charges against the employee and their respective counsel. When hearing testimony on conduct which may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.
- 18.4.5.7 **Burden of Proof:** The burden of proof shall be upon the party attempting to substantiate the charges.

- 18.4.5.8 **Findings and Decision:** Upon completion of the hearing, a written decision shall be signed and filed by the Governing Board, which shall constitute its decision. If the hearing is not before the Governing Board, written findings and recommendations shall be submitted by the Hearing Officer to the Governing Board for its approval. If the Governing Board accepts such findings and conclusion, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must review the record or provide for an additional opportunity to be heard, after which it may adopt the findings and conclusions made by the Hearing Officer, or make its own findings and conclusions.
- 18.4.5.9 **Report of Hearings:** Hearings may be conducted without stenographic reporter or electronic recording machine unless the employee requests in writing, at least three (3) full business days before the day set for the hearing, that such hearing be reported or recorded and pays the cost or fee for such reporting or recording.
- 18.4.5.10 **Transcripts of Hearings:** Transcripts of Hearings shall be furnished to any person on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the district, the cost shall be determined by the employee in charge of business affairs of the district. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.
- 18.4.5.11 The Hearing Authority may grant a continuance of any hearing upon such terms and conditions as it may deem proper. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

**ARTICLE XIX**  
**GRIEVANCE PROCEDURE**

**19.1 Definition**

A grievance is a dispute between the District and an aggrieved person involving a violation, interpretation, or application of specific provision(s) of this Agreement.

**19.2 Preliminary Step - Solution of Potential Grievance**

Prior to the utilization of the grievance procedure, the employee must discuss any problem in an informal conference with his/her immediate supervisor. This shall be arranged by the supervisor at a mutually convenient time. Up to two (2) representatives may be present at the request of the employee.

**19.3 Grievance Procedure**

19.3.1 **Level I:** In the event the matter is not resolved at the informal conference, the employee may present a grievance in writing to the administrator with immediate administrative responsibility for the position to which the employee is assigned.

19.3.1.1 When presented in writing, the grievance shall be on a form approved by the District. All pertinent information should be supplied.

19.3.1.2 The written grievance must be presented within forty-five (45) working days after the employee knows or should reasonably have known of the occurrence which gives rise to the dispute.

19.3.1.3 Either party may request a personal conference within five (5) working days of the receipt of the grievance by the supervisor.

19.3.1.4 If a conference is requested, such conference shall be held within five (5) working days of such request, to be arranged by the supervisor at a mutually convenient time. The supervisor shall present an answer in writing to the grievant within five (5) working days of the conference or ten (10) working days after receipt, whichever is later.

19.3.1.5 If no answer is received within the time limit established, the grievant may appeal to Level II.



- 19.3.2 **Level II:** If satisfactory settlement cannot be obtained at Level I, the grievant may appeal the decision on the form approved by the District to the Superintendent's office or designee within five (5) working days after receiving the Level I answer.
- 19.3.2.1 A conference may be requested by either party and shall be held with the grievant within ten (10) working days of the receipt of the Level I appeal . This conference shall be arranged at a mutually convenient time. The Level I administrator may also be present at the conference.
- 19.3.2.2 The Superintendent of Schools or the authorized designee may present an answer to the grievant in writing within ten (10) working days after the date of the conference.
- 19.3.2.3 If no answer is received at Level II within the time limit established, the grievant may appeal to Level III.
- 19.3.3 **Level III:** If the aggrieved person is not satisfied with the Level Two decision, or if no decision is rendered within the specified time limits, (s)he may request the Association to seek conciliation pursuant to this section. Such request must be made within twenty (20) work days, or the Level Two decision will be final. By mutual agreement, the conciliation step may be waived and the Association shall have twenty (20) work days to request arbitration.
- 19.3.3.1 The Association, if concurring with the grievant's request to seek conciliation, will request the California Mediation and Conciliation Service to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made.
- 19.3.3.2 The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Association) within ten (10) work days of receipt of letter, who shall attempt to resolve the grievance. If for any reason the California Mediation and Conciliation Service fails to or refuses to act as provided herein, the Parties shall meet and seek alternative conciliation methods.
- 19.3.3.3 The mediator shall not make written or public recommendations relative to the grievance.
- 19.3.3.4 If satisfactory settlement cannot be obtained at Level III, the decision may be referred to an arbitrator within ten (10) working days or by agreement of the parties.

19.3.4 **Level IV:** If satisfactory settlement cannot be obtained at Level II, the decision may be referred to a mutually acceptable arbitrator within ten (10) working days or by agreement of the parties.

19.3.4.1 An arbitrator shall be selected within five (5) calendar days after the District receives a list of seven (7) arbitrators from the California State Mediation and Conciliation Service. The manner of selection shall be by alternate strike by the District and the Association until only one name is left. The order of the striking shall be determined by the flip of a coin.

19.3.4.2 The arbitration shall be set as soon as is practicable after the arbitrator is selected. The Superintendent or designee shall give the employee at least twenty (20) calendar days notice in writing of the date and place of such hearing. The arbitrator shall issue recommendations not later than thirty (30) working days from the date of the close of the hearings or from the date final statements have been submitted to the arbitrator.

19.3.4.3 The arbitrator's recommendation shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted unless agreed by the parties.

19.3.4.4 The cost of any arbitration including any transcripts will be mutually borne by the parties.

19.3.5 If either party is not satisfied with the arbitrator's findings, that party may appeal the answer on a form approved by the District to the Board of Education within five (5) working days after receiving the answer from Level III. The decision of the Board of Education shall be final and binding on all parties. If the Board does not take action within twenty (20) working days, the recommendation of the arbitrator shall stand as the decision of the District.

#### 19.4 **General Provisions**

19.4.1 The grievant must be personally present at each level of the grievance procedure.

19.4.2 The grievant may request a representative at any stage in the grievance procedure. Such representative shall normally be limited to one person at all levels.

19.4.3 All conferences and investigations by or on behalf of the grievant pursuant to this procedure shall be conducted outside of the time the grievant or other persons involved are responsible for students.

- 19.4.4 The date of receipt of each writing required pursuant to this procedure shall be determined as follows:
- 19.4.4.1 The day such writing is personally delivered to the recipient or the day after such writing is deposited in the United States certified mail, addressed to the recipient at his last known home address.
  - 19.4.4.2 For purposes of this procedure, the term writing shall include the grievance, the grievance appeal, the answer to the grievant or grievance appeal or any other required writing.
- 19.4.5 The presence of advisors may be requested at any stage of the procedure by the administrator hearing the grievance, or the grievant.
- 19.4.6 Requests for necessary and relevant information shall be made prior to any conference at the beginning level. Clarification of information shall be granted but new issues which constitute a separate grievance beyond those originally presented shall not be introduced at any succeeding level.
- 19.4.7 Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given in the preceding step.
- 19.4.8 Time limits set forth in this procedure may be extended by consent of the grievant or representative and the Superintendent or designee.
- 19.4.9 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor unless there exists a clear and present danger to the employee at which time the employee has the right to appeal directly to the Superintendent or designee.
- 19.4.10 Resolution of an individual grievance shall be deemed to rectify the grievance only and shall not necessarily be deemed as establishing precedence.
- 19.4.11 Disposition of grievances shall not be used in the evaluation of employees, except in instances where the grievance involves an issue relative to evaluation or a quasi-disciplinary matter. A grievant may terminate a grievance at any time.
- 19.4.12 Information pertaining to the filing and resolution of a grievance shall not become part of the official personnel file of the employee, unless such information directly affects a matter which involves the personnel file.
- 19.4.13 The grievance procedure as presented in this article must be utilized unless portions are waived by consent of the parties.

## **ARTICLE XX**

### **SEVERABILITY**

#### **20.1 Savings Clause**

If, during the life of this Agreement, there exists any applicable law or rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

## **ARTICLE XXI**

### **RELATIONSHIP OF AGREEMENT TO BARGAINING OBLIGATIONS**

- 21.1 During the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

## **ARTICLE XXII**

### **MANAGEMENT RIGHTS**

- 22.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers is the exclusive right to; determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, reprimand, and terminate employees.

## **ARTICLE XXIII**

### **CONCERTED ACTIVITIES**

- 23.1 The District and the Association agree that there will be no strike lock-out, work stoppage, slow down, withholding of services in whole or in part, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement.
- 23.2 The Association and the District recognize the duty and obligation of their representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, withholding of services in whole or in part, refusal to operate designated equipment provided such equipment is safe to operate, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees to advise and direct those employees to cease such action.

## **ARTICLE XXIV**

### **DURATION OF AGREEMENT**

- 24.1 This agreement shall be effective as of July 1, 2019 and shall continue in effect until midnight June 30, 2022.
- 24.2 The parties agree to maintain a “Re-opener” for wages, benefits and up to two (2) articles Each for the 2021-2022 school year.

The parties agree to reopen wages for 2020-2021 only if proposed Educational Ballot Measures pass in the November election.



**CSEA 885 - TRANSPORTATION UNIT  
SALARY SCHEDULE  
Effective 07/01/2020**

TITLE	RANGE	STEP					
		A	B	C	D	E	
SCHOOL BUS ATTENDANT	28	Monthly	2,380	2,496	2,616	2,737	2,856
		Hourly	13.73	14.40	15.09	15.79	16.48
SCHOOL BUS DRIVER SCHOOL BUS DRIVER TECHNICIAN	35	Monthly	3,304	3,469	3,646	3,827	4,015
		Hourly	19.06	20.01	21.03	22.08	23.16
SCHOOL BUS DRIVER SPECIALIST	37	Monthly	3,634	3,818	4,010	4,209	4,419
		Hourly	20.97	22.03	23.13	24.28	25.49
SCHOOL BUS DRIVER INSTRUCTOR TRANSPORTATION ROUTE PLANNER	40	Monthly	4,000	4,197	4,413	4,631	4,861
		Hourly	23.08	24.21	25.46	26.72	28.04

**SOCIAL SECURITY CONTRIBUTION:**

The district will pay Social Security contributions to employees listed on Appendix D of the CSEA 885, Stockton Transportation contract.

**LONGEVITY INCREMENTS: +**

Commencing with the 10th year \$94.10 per month  
 Commencing with the 15th year \$110.14 per month  
 Commencing with the 20th year \$182.70 per month  
 Commencing with the 25th year \$192.70 per month  
 Commencing with the 30th year \$416.00 per month

**SHIFT DIFFERENTIAL (ARTICLE 7.13.1):**

Any employee in a bargaining unit whose assigned workday commences between 4:00 p.m. and 6:00 a.m. shall be paid a shift differential premium of one dollar per hour.

**WEEKEND DIFFERENTIAL (ARTICLE 7.8):**

Unit members, who, on a normal continuing work schedule, are assigned on Saturday and/or Sunday will receive a differential pay of one dollar(\$1.00) per hour effective July 1, 2019.

**On Call (ARTICLE 7.16):**

The assignment of "on call" time is at the sole discretion of District Management. A stipend of \$100 per seven (7) days will be paid to bargaining unit member who provides the service of responding to any fieldtrip/transportation issues that may arise. This service will be provided by a School Bus Driver Specialist or designee. A district cell phone will be provided to the on call employee.

Base salary amounts increased 2.5% effective 7/1/2020  
 Base salary amounts increased 3.5% effective 7/1/2019  
 Base salary amounts increased 2% effective 7/1/2018

# Stockton Unified School District

Board Adopted  
5/08/2018

## 2020-2021

### Instructional Calendar

180-Day Schedule

Interim Superintendent  
**Brian Biedermann**

July 20						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 20						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

First Day of School 08/03/20  
Last Day of School 05/27/21

Trimester 1 10/30/20 57 Days  
Trimester 2 02/19/21 60 Days  
Trimester 3 05/27/21 63 Days

1st Qtr. Ends 10/02/20 43 Days  
2nd Qtr. Ends 12/18/20 43 Days  
3rd Qtr. Ends 03/12/21 46 Days  
4th Qtr. Ends 05/27/21 48 Days

P-1 Ends 12/18/20 86 Days  
P-2 Ends 03/19/21 132 Days

September 20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 20						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 20						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						





March 21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 21						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 21						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July	0
August	21
September	20
October	16
November	15
December	14
January	18
February	18
March	18
April	21
May	19
June	0

-  - Regular School Day
-  - School Break or Vacation
-  - Holiday
-  - Teacher Non-Contact Day

# Stockton Unified School District

## 2021-2022

### Instructional Calendar

1911 Day School

Brian Biedermann  
Interim Superintendent

Board Adoption  
June 25, 2019

July 21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27		29	30	31

August 21						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

First Day of School 08/02/21  
Last Day of School 05/26/22

Trimester 1 10/29/21 57 Days  
Trimester 2 02/18/22 60 Days  
Trimester 3 05/26/22 63 Days

1st Qtr. Ends 10/01/21 43 Days  
2nd Qtr. Ends 12/17/21 43 Days  
3rd Qtr. Ends 03/11/22 45 Days  
4th Qtr. Ends 05/26/22 49 Days

P-1 Ends 12/17/21 86 Days  
P-2 Ends 03/18/22 131 Days

September 21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	28	29	30			

October 21						
Su	M	Tu	W	Th	F	Sa
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	19	20	21	22	23	
24	25	26	27	28	29	30
31						

November 21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 22						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

February 22						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 22						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		






April 22						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 22						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 22						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July	0
August	22
September	20
October	15
November	16
December	13
January	18
February	18
March	18
April	21
May	19
June	0

180

-  - Regular School Day
-  - School Break or Vacation
-  - Holiday
-  - Teacher Non-Contact Day
-  - Teacher PD Non-Contact Day

PROFESSIONAL GROWTH PROGRAM

I. **Voluntary Professional Growth Program**

The purpose of the Voluntary Professional Growth Program is to improve skills within job classifications, to improve understandings of and relationships with students, teachers, parents, and other employees, and to encourage employees to contribute more to the educational program of the schools.

II. **Professional Growth Committee**

A Professional Growth Committee shall be formed for the purpose of evaluating activities for Professional Growth credit and making recommendations concerning the operation of the program to the Personnel Department.

A. **Membership**

The committee shall consist of one representative from each of the seven classifications of employees; namely, clerical, custodial, food services, grounds, transportation, maintenance and operations, and paraprofessional. In addition, the following administrative personnel will be included on the committee; one representative each from Adult Education and Business Office. The Personnel Department designee shall serve as permanent secretary advisor to the committee as an ex-officio member.

B. **Nominating and Elections Procedure**

Nominating and balloting procedures for the Professional Growth Committee shall be conducted by the Personnel Department and will follow the pattern as outlined:

1. An announcement will be made that nominations are open for each of the seven classifications.
2. Nominations will be made by employees in each classification on forms provided by the Personnel Office.
3. The Personnel Department will check each name submitted for eligibility; the requirements being that the employee is working in that classification and is willing to accept the nomination.
4. A ballot containing all names ruled eligible will be sent to every classified employee within each classification with the ballots being returned to the Personnel Office for tabulation.

7. Make recommendations on granting Professional Growth increments to eligible employees who qualify for an award to the Personnel Department.

H. **Appeal of Decisions**

Decisions of the Professional Growth Committee may be appealed to the Assistant Superintendent of Personnel or designee who will have the final decision responsibility.

III. **Eligibility of Employees for Participation in the Professional Growth Program**

- A. Eligible employees are persons in regular classified service working 50% or more who have served at least one year in permanent status immediately prior to the school year for which application for a Professional Growth increment is made.

**Excluded Classified Employees**

1. Limited part-time employees
2. Short-term employees
3. Hourly employees
4. Substitute employees - short-term or long-term
5. Probationary employees
6. Employees paid on a unit and experience salary schedule

B. **Satisfactory Performance**

In order to qualify for a Professional Growth increment, the classified employee must evidence overall satisfactory on-the-job performance, according to the latest performance evaluation filed.

C. **Self-Improvement**

This program is not intended to restrict in any way the training and self-improvement efforts a classified employee may undertake on his own initiative. However, such training shall be considered as applicable to a Professional Growth increment only if it meets the requirements specified by this policy and implementing regulations of the Professional Growth Committee.

#### IV. **Professional Growth Activities**

Subject to approval by the Professional Growth Committee, increment units may be earned in the following types of Professional Growth activities:

A. **First Aid**

Required for initial Professional Growth increment. In lieu of presenting a First Aid certificate, drivers may submit a copy of their school bus certificate issued by the California Highway Patrol. Personnel department will verify with the CHP, that driver has satisfactorily completed the First Aid course.

B. **Community Relations**

C. Required for initial Professional Growth Increment:

One course selected from the Professional Growth Committee list of approved courses in the area of community relations and ethnic studies.

Unit credit as provided by selected course. Maximum of 4 units in this area for each Professional Growth award.

D. **Safety Instruction**

Course in Safety Instruction approved by Professional Growth Committee.

1/2 unit for 10 hours - planned instruction

E. **College, community college, private business college, or trade school courses approved by Professional Growth committee.**

Semester units or increment units granted for satisfactory completion of course - passing grade required.

F. Adult Education Courses Approved by Professional Growth Committee

1. **Graded Courses:** Semester unit or increment units granted for satisfactory completion of course - passing grade required.

2. Ungraded Courses: Increment points may be earned as follows for ungraded courses if approved by the Professional Growth Committee.

Total Hours Required to Complete Course	Maximum Unexcused Absences Allowable	Unit Credit
05 – 09	none	1/4
10 – 15	none	1/2
16 – 20	1	1
21 – 30	1	1 - 1/2
31 – 40	2	2
41 – 50	2	2 - 1/2
51 – or more	2	3

The candidate must apply on a form provided, a statement by the instructor that the course has been satisfactorily completed.

G. **Institutes, Lectures, Seminars, Workshops**

Approved in-service education activities that are related to the employee's area of employment may be used to accrue Professional Growth increment points. These activities must be conducted on the employee's personal time and if district funds are involved for support, at least 40% of the actual and necessary expenses must be paid by the employee. Advance approval of the Professional Growth Committee is required.

1 unit for 20 hours of attendance, with a maximum of 3 units in this area for each Professional Growth Award.

H. **In-service Training**

Employees may receive Professional Growth increments for the conduct of approved in-service training or in-service education. The employee may serve as an organizer, leader, speaker, or consultant. However, no fee or overtime compensation shall be paid by the district if in-service growth increment units are to be granted. Credit in this area must have advanced approval of the Professional Growth Committee.

2 units for 20 hours, including preparation, participation, and follow-up activities maximum 6 units for each professional growth award.

I. **Repeat Courses**

Courses for Professional Growth increments may not be repeated for credit unless special advance permission is given by the Professional Growth Committee.

J. **Classification Changes**

If an employee's job classification changes after he has initiated a Professional Growth plan, he shall apply for consideration of application of activities in the new classification. The Professional Growth Committee shall make a recommendation to the Personnel Department regarding such credit. Any units previously credited toward salary advancement shall not be eligible.

K. **Verification**

College and community college course work must be verified by official transcript. All other work must be official verification acceptable to the Professional Growth Committee.

L. **Timelines**

All units must be submitted within five years of completion of the course.

V. **Professional Growth Award**

A. **Amount**

A Professional Growth Award is a one-time, lump sum payment of 5% of current annual base salary awarded upon completion of 15 semester units or equivalent increment points.

B. **Frequency**

One such award may be earned every three years with a maximum of five awards to be granted to any eligible regularly employed classified employee as defined, subject to the conditions set forth in Board policy and regulations of the Professional Growth Committee.

C. **Time of Payment**

Such award shall be granted in a lump sum payment during the first month following the completion of the Professional Growth Award requirements, and upon certification of satisfactory service.



D. **Payroll Deductions**

Earned increments shall be paid in addition to the employee's regular salary and shall be subject to customary payroll deductions for retirement, social security, withholding tax, etc.

E. **Pay Status**

An employee must be in paid status during the previous month to receive any Professional Growth increment he has been granted. In the event of a layoff, death, retirement, or disability, the employee will receive a completed earned increment in a lump sum payment.

F. **No Credit Courses**

No credit will be given for any Professional Growth activities prior to the employee's beginning date of employment.

G. **Credit Upon Reemployment**

If a classified employee who is engaged in a Professional Growth Program is terminated for any reason and is subsequently reemployed in another or the same classification, application must be made to the Professional Growth Committee for consideration of credit towards the Professional Growth Award.

H. **Professional Growth Records**

Records concerning the Professional Growth Program shall be maintained by the Personnel Office.

I. **Implementation**

The implementation of this program will permit employees meeting all eligibility requirements to receive credit for activities undertaken.

J. **Ineligible Employees**

Paraprofessionals or other employees who receive advancement on the salary schedule on a unit basis are not eligible to receive a separate Professional Growth Award.

K. **Board Authority**

Inherent in the Professional Growth Program is the authority of the Board of Education to discontinue the plan. Such notice shall be given if necessary by written notification sent to all classified employees by June 30 of any year.

## CATASTROPHIC LEAVE PROGRAM

### **Conditions of Participation**

- A. Applicants for receipt of catastrophic leave donations will be processed by the Association, Transportation Unit.

A District employee who is a member of the Association – Transportation Unit becomes eligible to receive catastrophic leave donations when the following condition occurs:

The employee has exhausted, or will soon exhaust all of his/her accrued leave as a result of a verifiable long-term illness or injury suffered by either the employee or an immediate family member as defined by the collective bargaining agreement.

- B. Employees may donate accrued vacation, compensatory time or sick leave.
- C. Donations may be made in whole hour increments from a minimum of four (4) hours.
- D. Donors must have an overall leave balance of 40 hours remaining after donation.
- E. Once donated to an individual, the donated leave cannot be reclaimed by the donor.

### **Processing of Donations**

- A. The Department of Human Resources shall verify recipient's eligibility.
- B. Upon receipt of donation authorizations, the Department of Human Resources shall verify that donating employee has minimum required leave balance required for the donation.
- C. The Chapter President and the District shall retain a confidential file of donation authorizations.

### **Treatment of Donated Time**

Donated time is treated as sick leave accrued by the recipient of the donation.

Donated time does not alter the employment rights of the District or the recipient, nor extend or alter limitations otherwise applicable to Leave of Absence or Sick Leave, except as noted in this agreement.

Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave in accordance with the provisions of the collective bargaining agreement.

### **Committee**

The Association shall determine the composition of their committee to determine the eligibility and authorize the catastrophic leave.

The committee shall meet with a representative from the District's Human Resources Department to review and approve all applications for leaves to be charged to the Catastrophic Leave Program.

Human Resources shall provide the Chapter President a quarterly update of the total number of hours in the Catastrophic Leave Bank.

SOCIAL SECURITY CONTRIBUTION:

The parties agree to phase-out the District’s portion of the social security contribution (currently 7.65%) paid on behalf of all permanent employees of the unit. Specifically, the District agrees to continue the employer’s contribution to social security for all employees currently employed and hired as of the date of ratification of this agreement by the Board of Trustees and who do not have a break in service which includes, but is not limited to, termination or resignation. Approved Leaves of Absences, i.e., F.M.L.A., Maternity Leave, Military Leave, Education Leave, etc., is not considered a break in service. Employees with a break in service shall lose the right to have the District pay the employer’s social security contribution if re-employed, except if the break in service is caused by a layoff of a covered employee. The District shall not pay the employer’s contribution for all employees hired after the date of ratification of this agreement by the Board of Trustees. Below is a list of employees on behalf of whom the District will continue to pay the social security contribution as described herein:

This provision is not subject to negotiation by the District or by the bargaining unit at any future date.

<u>Driver Name</u>		
<del>Doreen Morales</del>	<del>Sharon Brownfield</del>	<del>Cynthia Solis</del>
<del>Pauline Mireles</del>	<del>Antoinette Foutz</del>	<del>Esther Chavez</del>
<del>Michelle Poletti</del>	<del>Karen Layton</del>	<del>Carl Powers</del>
<del>Laura Nevius</del>	<del>Elizabeth Zamora</del>	<del>Jason Bullington</del>
<del>Kelley Artozqui</del>	<del>Luat Tran</del>	<del>Debbie Shoemaker</del>
<del>Sandra Ayson</del>	<del>Julie McDaniel</del>	<del>Rita Sivils</del>
<del>Cheryl Bordes</del>	<del>Rosie Baelig Robles</del>	<del>Susan Elizondo</del>
<del>Juencio Sanchez</del>	<del>Lori Brock Godoy</del>	<del>Cheryl Colter</del>
<del>Janet Saballa</del>	<del>Robert Vosburg</del>	<del>Brandy Brock</del>
<del>Lisa Amaral</del>	<del>Jesus Hernandez</del>	<del>Terry Lancaster</del>
<del>Norma Schackelford</del>	<del>Cheryl Spradlin</del>	<del>Caryn Dees</del>
<del>Judy Lawrence</del>	<del>Margo Foster</del>	<del>Julie Greene</del>
<del>Phyllis Tassano</del>	<del>Gwenda Smith</del>	<del>Vacaney Michelle Perez</del>
<del>Charity Salazar</del>	<del>Tanya Salcedo Selsky</del>	<del>Vacaney Pam Ping</del>
<del>Edward Friesen</del>	<del>Copeland</del>	<del>Vacaney Ezabel Martin</del>
<del>Lynette Savelli</del>	<del>Zoeann Bryant</del>	<del>Vacaney Serena Grile</del>
<del>Lori Welch Devecchie</del>	<del>Bruce Granados</del>	<del>Tim Godoy</del>
<del>Victor Schiaffini</del>	<del>Elaine Brown</del>	<del>Esther Medina</del>
<del>Christina Urrutia</del>	<del>Christina Wright</del>	<del>Rebecca Dominguez</del>
<del>Linda Wilkinson</del>	<del>Patricia Powers</del>	<del>Rose Sivils</del>
<del>Judy Elizarraraz</del>	<del>Raymond Bailey</del>	<del>Paula Jones</del>
<del>Kathleen Hood</del>	<del>Tammy Cagle</del>	<del>Jackie Harrison</del>
<del>Connie Duarte</del>	<del>Elizabeth Revertson</del>	<del>Sue Severns</del>
<del>Verita Goodwin</del>	<del>Dawn Davis</del>	<del>Cindy Olmos</del>
<del>Carol Hallmark</del>	<del>Monica Guevara</del>	
<del>Rena Fowler</del>	<del>Luweita Gonser</del>	
	<del>Kim Sangalang</del>	
	<del>Marco Aldrette</del>	

COMPLAINTS FROM PARENTS OR CITIZENS

The signed complaint must be presented to the Director of Personnel within forty-five (45) days from knowledge of the event giving rise to the complaint.

Within ten (10) days of receipt of the signed complaint, the District shall notify the Bargaining Unit employee(s) in writing and shall provide said employee(s) a copy of the complaint.

The Bargaining Unit employee(s) shall have the right to confront and examine the complainant(s) about the validity and accuracy of the complaint.

The Bargaining Unit employee(s) shall have the right of representation and shall be informed prior to any meeting that the employee(s) are entitled to such representation.

The Bargaining Unit employee(s) shall have the right to respond to the complaint both orally and in writing, and to have any written response attached to the complaint.

Documentation utilized during this procedure shall be maintained as confidential and in a file separate from the employee(s) personnel file.

Once this procedure has been completed and District determines that the complaint is untrue or is unrelated to the duties of the employee, all documentation shall be sealed and not open to inspection or distribution to anyone for any reason unless so ordered by a court order.

If the District determines that the complaint is true and is related to the duties of the employee, the complaint and the employee's rebuttal shall remain in the employee's personnel file for one (1) year from the date of the occurrence. After that year, all documentation shall be sealed and not open to inspection or distribution to anyone for any reason unless so ordered by a court order.

The complainant and Bargaining Unit employee(s) must be personally present at any meetings as outlined in this procedure. The Bargaining Unit member shall remain in his/her assigned position, except in circumstances as outlined in California Education Code Sections 44010 and 44011, where the Superintendent may remove the employee from duty with pay pending the completion of an investigation and the issuance of a formal complaint by the appropriate public entity.

TENATIVE AGREEMENT

Between

Stockton Unified School District (District)

And

California School Employee Association and its Stockton Transportation Chapter #885 (CSEA 885)

Friday, February 21, 2020

This agreement concludes negotiations and memorializes the agreement between Stockton Unified School District and the California School Employee Association and its Stockton Transportation Chapter 885 (CSEA 885).

The parties hereby agree to the following terms subject to the ratification of CSEA 885 and the Board of Education for Stockton Unified School District. All remaining provisions in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2019-2020, 2020-2021 and 2021-2022 school years.

1. Article 8: Pay and Allowances

a. Salary:

2019-2020 3.5 % salary increase effective July 1, 2019

2020-2021 2.5 % salary increase effective July 1, 2020

The parties agree to reopen on wages for 2020-2021 only if proposed Educational Ballot Measures pass in the November 2020 election.

2021-2022 Reopener for Salary, Benefits and one (1) article each

b. The District proposes an attendance incentive program for those employees having three (3) or less absences per fiscal year. Eligible employees are to receive a one (1)-time compensation of one point five percent (1.5%) of their current salary. Employees absent five (5) days or less in the current fiscal year are eligible for a one (1)-time compensation of one percent (1%) of their current salary. In case of absences attributed to FMLA or Bereavement, those absences will be exempt from this program.

2. Article 10: Health and Welfare

The District's health and welfare contribution (including medical, vision, chiropractic and dental) at \$1709.30 effective one month after ratification.

Medical Rebate will remain status quo.

3. Article 5: Job Stewards

The District Agrees to provide release time without loss of compensation for the Association chapter delegates to attend the Association's Annual Conference.

4. Article 7: Hours and Overtime

7.8 Weekend Differential

Unit members, who, on a normal continuing work schedule, are assigned to work on Saturday and/or Sunday will receive a differential pay of one dollar (\$1.00) per hour effective July 1, 2019.

RSN

W

LD

RLH  
CT  
JK

**5. Article 9: Working Conditions**

a. The District will provide twelve (12) hours of mandatory district training.

**6. Language changes to CBA Articles as agreed (reference attachments)**

- Preamble
- Article 1 – Recognition
- Article 2 – Evaluation and Probationary Period
- Article 3 – Organizational Rights and Responsibilities
- Article 4 - Dues and Representation/Service Fee
- Article 5 - Job Stewards
- Article 6 – Definition
- Article 7 – Hours and Overtime
- Article 8 – Pay and Allowances
- Article 9 – Working conditions
- Article 11 – Employee Expenses and Materials
- Article 12 – Fringe Benefits
- Article 15 – Promotional Opportunities
- Article 16 – Layoff, Reemployment and Reduction in Hours (signed)
- Article 17 - Leaves
- Article 19 – Grievance Procedures
- Article 24 – Duration of Agreement

**4. Article 24 – Duration and Reopeners**

This agreement shall be effective as of July 1, 2019 and shall continue in effect until midnight June 30, 2022. The parties agree to maintain a “Re-opener” for wages, benefits plus up to two (2) Articles each for the 2021-2022 school year. Additionally, the parties agree to reopen on wages for 2020-2021 only if proposed Educational Ballot Measures pass in the November 2020 election.

This agreement shall be in effect upon ratification by both CSEA 821 and the Stockton Unified School District Board of Trustees.

Date: 2/24/20

Date: 2/24/2020

CSEA 885:

[Signature]  
Rosann San Nicolas  
[Signature]  
[Signature]  
[Signature]

District:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

PREAMBLE

This agreement is made and entered into this 24<sup>th</sup> day in February 2020, by and between the Stockton Unified School District, hereinafter called the District, and California School Employees Association (CSEA) Chapter #885, hereinafter called the "Association", pursuant to Government Code Section 3540, et seq.

Date: *02/24/2020* District:

*Mr. [Signature]*  
*[Signature]*

Union: *CMS*

*LD*  
*RSN*  
*LEN* *CT*



ARTICLE VIII

PAY AND ALLOWANCES

8.1 Rate of Pay

~~Salaries will be increased by 4% retroactive to July 1, 2016.~~

~~Salaries will be increased by 3% effective July 1, 2017.~~

~~Salaries will be increased by 2% effective July 1, 2018.~~

Salaries will be increased by 3.5% effective July 1, 2019.

Salaries will be increased by 2.5% effective July 1, 2020.

The Parties agree to reopen salary only if the Educational Measures in the November 2020 elections pass.

The parties agree to reopeners for 2021-2022 school year.

8.2 Progression on the Salary Schedule

Anniversary Date

All bargaining unit members shall have a salary step anniversary date of July 1. In order to implement this new section in 2002, all incumbent bargaining unit members whose salary step anniversary date falls after July 1 will have their salary step anniversary date advanced to July 1. For any bargaining unit member hired after July 1, 2002, their anniversary date shall be July 1, 2003. This change in anniversary date shall not affect the length of the probationary period. Employees with an anniversary date between May 15, 2002 and June 30, 2002 shall receive their anniversary date step increase July 1, 2002.

8.3 Payroll Procedures

8.3.1 Promotional Placement:

A permanent bargaining unit member who is promoted shall be placed on the next higher salary amount in the new classification which shall be no less than a five percent (5%) increase in salary. A permanent bargaining unit member who is promoted shall be placed on the step in the higher salary range in the new classification which is at least a five percent (5%) increase in salary. If the highest step is not a five (5%) increase, the employee will be placed on the highest step. For initial implementation of the new July 1 salary step anniversary date change a new anniversary date of July 1 shall be established for each subsequent step increment. For initial implementation of the new July 1, salary step anniversary date change, a

HA  
SC  
8/17/03  
[Handwritten signatures]

RSN  
CMS  
LD  
NINE  
CT

new anniversary date July 1 shall be established.

- 8.3.2 Effective July 1, 2002, all eleven (11) month bargaining unit members shall be paid in eleven (11) monthly payments. Any additional days worked beyond the eleven (11) regular work months, shall be paid based on the actual time worked. In the event that an employee does not work their contractual days in August and receives a pay warrant in August, any overpayment made will be docked from the employee's next pay warrant.
- 8.3.3 Effective January, 2001, additional hours worked, leave utilization, and over-time hours worked shall be submitted on the 11th of each month, and shall be included in the regular monthly pay warrant.

For the purposes of computing entitlement to vacation and sick leave accrual, holiday pay, and retirement, the average daily hours worked shall be determined in the 30-calendar day period from the 11th through the 10th, which will establish eleven (11) pay periods consisting of more than 50% of the 30-calendar day period." These eleven (11) 30-calendar day periods will begin on August 11th and end on July 10th. These eleven (11) equal pay warrants, will result in a full eleven (11) months of vacation and sick leave accrual for the traditional school year, as well as a full year's credit for retirement.

An eleven (11) month employee may request to receive twelve (12) salary payments. A form may be obtained from the Payroll Department for this purpose. Once the employee has authorized a salary payment the decision is irrevocable. Changes can only be made during July through September 12 of each fiscal year.

8.3.4 Salary Overpayment

Salary overpayment resulting from:

- a) unpaid leaves;
- b) extended illness leaves pursuant to Article 14, Section 14.11;
- c) reimbursement to District of worker's compensation payments; and/or
- d) adjustments of assigned hours;

The District shall notify the employee in writing of the salary overpayment as soon as possible after the overpayment is discovered. In cases of District error, the District and employee shall attempt to find a mutually acceptable payback schedule.

Employees shall receive a written notification of such deduction as early as possible but not less than three (3) days prior to issuance of the pay warrant.

Adjustments for purposes of leave accrual shall be made on a monthly basis as necessary. If the normal pay date falls on a holiday, the paycheck shall be issued on

MA [Signature]  
JC  
[Signature]

[Signature] [Signature]  
LD  
RISN [Signature]

the preceding work day. The paycheck shall include a record of all customary deductions.

8.4 **Mileage Allowance**

Any employee in the bargaining unit required and authorized to use his or her vehicle on District business shall be reimbursed at the rate per mile allowable pursuant to Internal Revenue Service regulations. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business if required. All claims for reimbursement must be submitted by the fifth (5th) working day of the succeeding month to the Business office if the employee is to be reimbursed during that calendar month.

8.5 **Meal/Lodging Allowances**

8.5.1 Employees in the bargaining unit on authorized District business shall be reimbursed at rates ~~contained within board policy 3350~~ designated by the US General Services Administration (GSA). Drivers shall receive advance notice of those meals and lodging authorized. Exceptions to the above schedule shall be authorized by the Superintendent or designee, but in no case may the reimbursement exceed the actual cost. A driver on a layover trip shall be paid \$65 for non-driving time and the above expenses, if incurred.

8.5.2 Meal allowances shall be subject to the following restrictions:

- a) **Breakfast:** Paid only when the extra duty assignment is an overnight trip or is on a Saturday, Sunday or holiday with a sign-on time earlier than 6:00 a.m.
- b) **Lunch:** Paid only when the employee is unable to return to the Transportation Yard from an extra duty assignment and have not less than 1/2 hour prior to departure on next assignment.
- c) **Dinner:**
  1. Paid only when employee is unable to return to the Transportation Yard and have not less than 1/2 hour prior to departure on next assignment; or
  2. Paid only when employee completes an assignment after 6:00 p.m.; or
  3. If an assignment is on a Saturday, Sunday, or holiday with a sign on time earlier than 5:00 p.m. and longer than four (4) hours in duration.

8.6 **Salary Placement for Employee Who Resigns and is Reemployed**

A unit member who resigns after three (3) years of satisfactory service in the District, and who is reemployed, in the same classification within one (1) year, shall be placed at the

MA  
SE  
EM AM

CMS  
LD  
RSN  
NAL  
OT

same step on the salary schedule with reinstatement of rights and privileges, which were in effect at the time of the resignation.

8.7 Longevity

The District agrees to additionally compensate long service employees in accordance with Appendix A attached hereto. District proposes an attendance incentive program for those employees having three (3) or less absences per fiscal year. Eligible employees are to receive a one (1) time compensation of one point five (1.5%) of their current salary. Employees absent five (5) days or less in the current fiscal year are eligible for a one (1) time compensation of one percent (1%) of their current salary. In case of absences attributed to FMLA or Bereavement, those absences will be exempt from this program.

LONGEVITY INCREMENTS

Commencing with the 10 <sup>th</sup> year	\$94.10 per month
Commencing with the 15 <sup>th</sup> year	\$110.14 per month
Commencing with the 20 <sup>th</sup> year	\$182.70 per month
Commencing with the 25 <sup>th</sup> year	\$192.70 per month
Commencing with the 30 <sup>th</sup> year	\$416.00 per month

8.8 Pay Calculation

Unit members' pay shall be calculated to the nearest fifteen (15) minute period.

8.9 Guaranteed Hours

8.9.1 All bus driver positions will be guaranteed at eight (8) hours per day.

8.9.2 Bus attendant positions will be guaranteed at six (6) hours per day.

8.10 Route Bid Compensation

Drivers participating in the bidding process prior to the beginning of the school year will be compensated for one (1) hour of pay; however, actual bid time is on a schedule and limited to fifteen (15) minutes. The remainder of the time is provided to preview routes prior to your bid time.

8.11 Unit Members as Substitutes

Unit members employed as substitute drivers during summer school shall be compensated for actual hours worked at the regular rate of pay, including Social Security payments, for School Bus Driver and/or Bus Attendant, pursuant to Section 7.3 (see Appendix D).

MA  
SC  
RAM  
BZ  
[Handwritten signatures]

MS  
LD  
Wend  
RUN  
CT

8.12 Payment for Delegated Behind the Wheel Trainer Duties

Bargaining unit member performing Delegated Behind the Wheel Trainer duties shall receive a stipend for the time spend performing those duties. Payment for that time shall be at the regular hourly rate of the employee plus five (5%) percent of that same hourly rate.

not on by  
SC  
EM BY

2/24/20  
RSN  
CNS  
LP  
NHL  
[Signature]

ARTICLE IX  
WORKING CONDITIONS

9.1 **Compensation for Required Training**

An employee who is required to attend training sessions or otherwise engage in training, if not of a disciplinary or required remedial action, in order to continue employment in a position as directed by the District shall receive compensation as follows:

9.1.1 The District will provide twelve (12) hours of mandatory district training.

9.1.2 When the training occurs during the employee's regular assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which (s)he is entitled for the actual hours worked during training.

9.1.23 When the training occurs at any time other than during the employee's regular assigned working hours, the employee shall be paid in accordance with the Hours and Overtime provisions of this Agreement for only the actual hours worked during training.

9.1.34 Meetings called by the Director of Transportation shall be paid at the regular hourly rate when attendance is required for the actual time of the meeting or session.

9.1.45 All District pre-approved training related to ~~School Bus Drivers bargaining unit members~~ will be compensated by the District.

9.2 **Bus/Route Bidding Process**

Bus and route selection shall be bid by individual ~~drivers members~~ based on seniority within the Transportation Department ~~based on date of hire within classification~~. The Director of Transportation maintains the right to assign specific routes and buses as a package, should information processed by the District not be available by the fourth (4<sup>th</sup>) Monday of July or if deemed necessary due to unusual circumstances.

9.2.1 ~~Drivers-Members~~ shall bid for buses and routes (not packaged) no later than ten (10) calendar days prior to the opening of traditional year schools.

- a. Routes shall be developed and packaged by the Director of Transportation or ~~designee~~, **Transportation Route Planner** and School Bus Driver Specialist(s). The School Bus Driver Specialist(s) and up to four (4) members of the Association shall review the route packages after they are developed. The District shall allow a minimum of up to two (2) days ~~forty eight (48) hours~~ to review the route packages (day = minimum of 6-8 hours). **The four (4) Association members, Transportation Route Planner, and Director of Transportation or designee shall then be allowed forty eight (48) hours to**

Am SL  
MA M

CMS PB RSN  
LD KAL  
CT

review any route changes proposed by the Association.

- b. The ~~two (2)~~ forty eight (48) hours for reviewing route packages are to be prior to the drivers preview days. If the District and the Association meet and agree that a review is not necessary prior to the school year, a written agreement to such will be in writing and will only be for that school year.
- c. The District shall post a list of all bus and route packages available in the driver's lounge for a minimum of five (5) days prior to the bidding process. Critical information that will or is anticipated to affect route hours shall be clearly posted with bus and route packages. In addition to the bus and route packages, the District shall, at the same time, post all other work available but not assigned to a route. As bus and route selections are made by senior members drivers those routes will be removed from the list of routes available in the appropriate classification in the driver's lounge.

9.2.2 Bidding shall be administered by the Director of Transportation or designee with assistance from a designated School Bus Driver Specialist, and is based on driver seniority within the Transportation Department. The Association shall be allowed to have their Labor Relations Representative and stewards, not to exceed three (3), present during the bidding process.

9.2.3 If a bus and route opening develops at any time during the year, drivers may bid for the combination. Bus and route packages that become open after the August bidding will be advertised for three (3) working days and will be available to the most senior qualified applicant.

9.2.4 Bus/Route Bidding Process

The District shall make every attempt to minimize route changes which includes route sign-on and sign-off. If the sign-on/sign-off time needs to change more than sixty (60) minutes the District will notify the impacted employee. The District will confer with the impacted employee upon request. Request must be made within five (5) days.

9.3 Summer Work Assignment Procedure

9.3.1 Eligibility: A summer work and ~~YRB~~ sign up roster restricted to bargaining unit members will be posted for 10 calendar days after Spring break. Summer school bus and route packages shall be bid in May. Only those ~~School Bus Drivers~~ members who have signed the summer roster will be eligible for summer employment with the following exceptions:

- a. Emergency conditions defined as when assignment time restrictions and/or conditions require the need to assign the first available qualified School Bus Driver or Bus Attendant. This exception will be limited to the duration of the



existing emergency condition.

- b. The eligibility list has been depleted.
- c. When the School Bus Driver or **Bus Attendant**, due to an on the job injury or disability was not able to sign up because of the absence.

9.3.2 **Routes** The District will be responsible for the following:

- a. Developing the routes.
- b. Determining the number of routes.
- c. The "stacking" of routes and the determination of the number of buses required.
- d. Determining the number of "replacement" School Bus Driver positions.

9.3.3 **Availability**

9.3.3.1 **Replacement School Bus Driver**

May not refuse more than five work assignments. A work assignment is defined as the duration of the absenteeism of the "route" School Bus Driver, i.e. the a.m. or p.m. route assignment, a full day route assignment or consecutive day's work of the same route.  
(Preplanned vacations, illness, and/or emergencies will be considered one refusal occurrence.)

9.3.4 **Additional Needs**

When it is determined by the District that additional routes are needed after the initial bidding process, the additional routes will be offered for seniority bid to existing "regular route" and "Replacement School Bus Drivers ". The consequent "replacement" vacancies will be filled from the sign up Roster outlined in 9.3.1.

9.3.5 **Additional Hours**

Additional available hours, offered between the completion of one "Traditional School Year" ~~in June~~, and the beginning of the next "Traditional School Year" in late August-early September as referenced in Section 6.1 shall be offered on a straight rotation basis by seniority among the ~~"YRE" drivers and the "Summer Work" drivers-members~~ which is above their basic work schedules or bid hours

9.4 **Field Trip Qualifications**

~~Unit members shall qualify for all field trip assignments within one year six months of acquiring permanent status. Failure to do so will disqualify the unit member from out of.~~

*MA*

*X 3*  
*M*

*RSN*  
*LD*  
*cms*  
*CT*  
*RLR*



~~town field trips until qualified. This time limit may be extended by mutual agreement on a case-by-case basis. Moved to Article 7.~~

~~9.5 Drivers with less than one (1) year driving experience with the District will be limited to local field trips within San Joaquin County or Sacramento State University and Stanislaus State University. After the completion of one (1) year of District service and qualification per Section 9.4 drivers will be considered for other field trips. Moved to Article 7.~~

~~9.6 Year Round School Move to Article 7~~

~~Beginning with the 1994-95 school year, YRE drivers shall be considered twelve (12) month employees. Subsequent vacancies shall be filled according to Section 9.2.3.~~

~~9.6.1 Routes for Year Round School shall be established as twelve (12) month, six (6) hour minimum routes. Bidding shall be conducted during the month of August.~~

~~9.6.2 Additional hours may be added to Year Round School routes pursuant to Section 7.9.~~

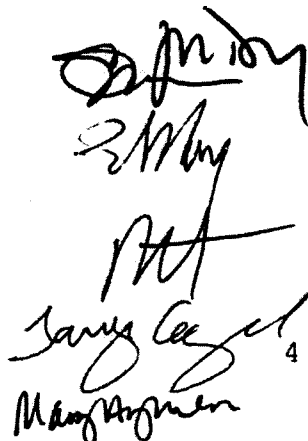
~~9.6.3 Any driver with sufficient seniority to attain guaranteed six (6) status who bids on a Year Round School route shall be deemed to have guaranteed six (6) status for the entire calendar year. YRE runs added on to traditional year routes, due to overflow/desegregation restrictions, shall not be considered YRE routes.~~

~~9.6.4 Year Round School drivers may bid on any vacancy which occurs during the school year and is posted pursuant to Section 9.2.3. The resulting vacant Year Round School route shall be subject to the posting requirements in Section 9.2.2 and shall be effective for the balance of the fiscal year.~~

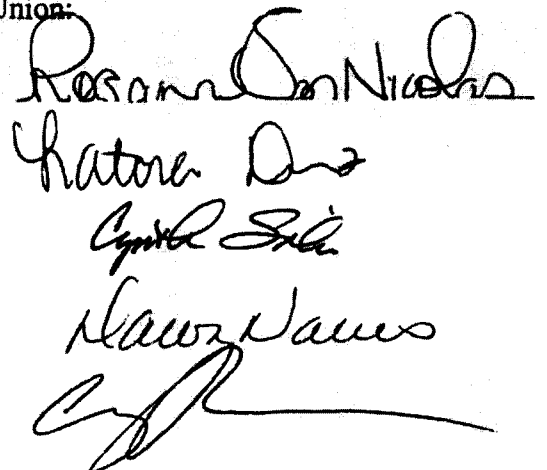
9.7.4 The District shall make available lunchroom, restroom or lavatory facility.

Date: 2/24/20

District:

  
The District side contains five handwritten signatures. From top to bottom, they appear to be: a signature that looks like 'D. Jones', a signature that looks like 'S. King', a signature that looks like 'M. [unclear]', a signature that looks like 'James [unclear]', and a signature that looks like 'M. [unclear]'. There is a small number '4' written near the bottom signature.

Union:

  
The Union side contains five handwritten signatures. From top to bottom, they appear to be: a signature that looks like 'Ramon [unclear]', a signature that looks like 'Katherine [unclear]', a signature that looks like 'Cynthia [unclear]', a signature that looks like 'Nancy [unclear]', and a signature that looks like 'C. [unclear]'. There is a small number '4' written near the bottom signature.

ARTICLE XI

EMPLOYEE EXPENSES AND MATERIALS

11.1 Uniforms

11.1.1 Uniform shirts and/or jackets are required to be worn while on duty by all bargaining unit members. The District shall provide a uniform allowance not to exceed \$160.00 per fiscal year for each bargaining unit member. New employees shall receive a uniform allowance not to exceed \$190.00 per fiscal year. The District will pay for the extended sizes of the approved uniforms.

1-a. It is the understanding of the parties that both the District and the employee/s are responsible for paying the statutory requirement of the retirement contribution on the special compensation.

b. The parties understand and agree that the full cost and maintenance of these uniforms is considered "reportable income as defined in Government Code Section 20636 and California Code Regulations (CCR) section 571(a), and will be reported as such by Stockton Unified School District for classic PERS members. Uniform Allowance is not reportable "income" or pensionable compensation for PEPRAs under CG 7522.34(c)(7) and CCR 571.1.

Uniforms shall be purchased from a District designated vendor. Bargaining unit members shall purchase any combination of uniform articles consistent with the color scheme and standards established by the District. Uniform samples will be provided for bargaining unit members to try on prior to ordering each school year.

However, new employees shall be required to purchase a minimum of five (5) uniform shirts as part of their initial uniform selection and purchase.

11.2 Physical Examinations

11.2.1 During the term of the agreement the District agrees to provide for payment of the medical examination required (DL51) for certificate renewal. Medical examinations performed by non-district medical providers will not be reimbursed. Employees shall be compensated at their regular hourly rate of pay for the required time taken for District approved doctors for required medical examinations.

11.2.2 An employee may be required to submit a medical release to return to duty.

RCN

MA  
SL  
RM  
CD  
M  
PM

MUS  
LD  
NHL  
CF

11.2.3 District reserves the right to require an employee to submit to an examination at District expense whenever the District has reason to suspect physical or mental impairment affecting the employee's ability to safely transport students.

**11.3 Drug and Alcohol Testing**

11.3.1 District will conform to state and federal mandates with regard to drug and alcohol testing.

11.3.2 The provisions of Board Policy 4112.42/4212.42/4312.42 and its corresponding administrative regulations AR 4112.42/4212.42/4312.42 apply to all members of the bargaining unit. Board policy provisions are exempt from Article 19 of this Agreement.

**11.4 Required Certification**

11.4.1 The District shall reimburse employees for costs associated with the testing, renewal or acquisition of required certification. The District shall pay for the following costs:

- CHP, First Aid and Written Test
- CHP Driving Test
- First Aid
- DMV Class B Endorsements – Passenger/School Bus/Air Brakes

11.4.2 In the event an employee has to take a written test regarding their certification to operate a school bus, and the only prescribed time to take the examination is during work hours, the District shall provide paid release time for the employee to take examination without loss of vacation time or other leaves for the employee.

11.4.3 Drivers shall be given up to two hours of paid behind-the-wheel time to practice for their CHP Driving Test.

Date: 02/24/2020

District:

Union: *MUS*

*[Handwritten signatures]*  
*[Handwritten signatures]*  
*[Handwritten signature]*  
*[Handwritten signature]*

*LD*  
*RSN*  
*REN*

*[Handwritten signature]*

ARTICLE XII

FRINGE BENEFITS

12.1 **Health and Welfare Benefits**

Upon agreement, or as soon thereafter as feasible, and continuing throughout the term of the Agreement, the District will offer each eligible member employed four (4) hours or more per day a choice of all medical plan options now offered through the District benefit program.

**Upon ratification** -The District will pay a health benefit allowance (medical, employee assistance program, vision, chiropractic and dental) of ~~\$1350.00~~ **\$1709.30** for each eligible member including his/her spouse and dependent(s). This change to the Health Benefit allowance will occur no later than one (1) month after ratification by both parties. **The parties agree reopen this Article in the final year of this agreement.**

CSEA #885 Transportation Unit and SUSD will participate in health benefits plan modification efforts with the goal of controlling the premium cost of health benefits.

Each eligible employee who selects a more costly HMO or PPO medical plan will be obligated to pay the full difference above the health benefit allowance. The amount of the "buy up" for the more costly HMO or PPO medical plan will be set prior to the beginning of each fiscal year and may increase over the amount for the prior calendar year.

Effective January 1, 2016, any active bargaining unit member eligible for District medical coverage, may elect to not participate in the District's medical plan with verification of coverage under a spouse's medical plan. In such case, the District will pay the employee a medical rebate of \$665.51 for eligible members hired before January 1, 2016 or \$332.75 for eligible members hired on or following January 1, 2016.

12.2 **Health Insurance**

All plans offered through the Benefit Program.

12.3 **Dental Insurance**

This District will offer each eligible member a dental plan (with orthodontic) that is substantially equivalent to the current dental plan, with no reductions. The plan will be subject to the health benefit allowance. The full annual maximum benefit of Dental coverage is \$1,500 per covered individual.

*Handwritten signatures:*  
MK  
SC  
EM  
ML

*Handwritten signatures:*  
AMS  
LD  
RSN  
NHL  
CT

12.4 **Vision Care**

The District will offer each eligible member a vision plan. The plan will be subject to the health benefit allowance.

12.5 **Internal Revenue Code Section 125 Plan**

The District will continue to offer Section 125 Plan for each member of CSEA 885. The flex plan will include these options as a minimum program:

1. Pre-tax option
2. Unreimbursed medical expenses
3. Childcare/eldercare expenses

12.6 **Retiree Insurance Coverage**

12.6.1 **Association Members Hired Prior to July 1, 2003:**

Bargaining unit members who retire from the District under PERS regulations and who meet the following criteria will receive medical coverage under the District plan until they are age sixty-five (65) or eligible for Medicare, whichever comes first, are subject to the changes in Medicare guidelines and the terms below:

1. Ten (10) years of continuous District service immediately preceding retirement;
2. Retire between the ages of 55 and 65;

Any qualified Association retired member will have the same right as active employees to select a more costly medical plan and will be obligated to pay the full difference above the least expensive plan.

12.6.2 **Association Members Hired After July 1, 2003:**

Any qualifying member who retires from the District under PERS regulations and who meets the criteria in 12.10 will receive the same medical plan options for the bargaining unit member as active bargaining unit members. Any qualifying bargaining unit member who retires from the District under PERS regulations will be required to make a proportional payment for the medical plan. The Association and the District reserve the right to mutually amend or modify this benefit in the future for current and/or future bargaining unit members. This benefit will last until the age of 65 or until the bargaining unit member is eligible for Medical/Medicare, whichever comes first.

CM  
NA  
L  
SAM  
M

CMs  
LD  
RSN  
NPL  
CT

Stockton Unified School District and  
CSEA #885 Transportation  
Successor Negotiations 2019-2022

Date: 08/24/2020

District:

*[Handwritten signature]*  
Claudia  
Management  
James C. [unclear]  
Elizabeth May  
[unclear]

Union:

*[Handwritten signature]*  
LD  
RSN  
NLR

*[Handwritten signature]*

ARTICLE XV

PROMOTIONAL OPPORTUNITIES

- 15.1 Bargaining unit members are eligible to file a written promotion or demotion request for consideration for any advertised vacancy within the bargaining unit. Requests for demotion must be submitted on a form approved by the District and may be accompanied by any additional information the employee desires to submit. For promotional positions employees must submit an application through the district application process.
- 15.2 The decision regarding the promotion or demotion of unit personnel is solely the responsibility of the District except as provided in this article. Every reasonable effort will be made to acknowledge all promotion or demotion requests.
- 15.3 Bargaining unit members who apply for promotion and who meet all minimum requirements will be considered for any vacancy.

If four or less applications are received from the list of current CSEA #885 employees then the District may interview non-employee applicants. Selection shall be based upon qualifications; however, each CSEA #885 employee who has obtained permanency shall receive six (6) additional points on a scale of 100 for purposes of selection.

15.4 Posting of Notice

Notice of job vacancies shall be posted in the Drivers' Lounge. The vacancy notice shall normally remain posted for a period of six (6) working days.

Date: 02/24/2020

District:

*[Handwritten signature]*  
*[Handwritten signature]*

Union:

*CMS*  
*LD*  
*RSN*  
*Heal*

*Mary Aguirre*  
*Lucy Cast*  
*Sharon May*  
*[Handwritten initials]*

*[Handwritten signature]*

ARTICLE XVII  
LEAVES

17.1 **Bereavement Leave**

17.1.1 Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of three days if death or funeral takes place 250 miles or less round trip or five days if the death or funeral takes place ~~out of state~~ over 250 miles round trip. The immediate family is described as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, foster parent, aunt/uncle, step-parent, step-child, foster child, or any relative of either spouse living in the immediate household of the employee.

17.2 **Military Leave**

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

17.3 **Sick Leave**

17.3.1 Bargaining unit members shall be granted one (1) day of sick leave credit for each month in which the employee is in paid status for at least 50% of the month in reference to Section 8.3.

17.3.2 The total number of sick leave days accruing to each school year shall be credited from the first day of paid service in that school year. Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district with a transferring employee pursuant to law. The unused credit at retirement age will count as service credit for retirement purposes.

17.3.3 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

17.3.4 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six days until the first day of the calendar month after completion of six months of active service with the District.

17.3.5 Pregnancy shall be treated as an illness for the purposes of sick leave.

17.4 **Industrial Accident Illness Leave**

17.4.1 An employee suffering an injury or illness arising out of employment shall be entitled to leave up to sixty working days in any one fiscal year for any one accident or illness. This leave shall not be accumulated from year to year. The leave shall commence with the first day of absence and MUST be reported to the immediate supervisor, within twenty-four hours of the injury or illness.

Date:

District:

Union:

*[Handwritten signatures and initials for District and Union]*

*[Handwritten initials and signatures: RSN, CME, LP, CT, HNL]*



- 17.4.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation law of this state, exceed the normal salary.
- 17.4.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other, sick leave, vacation, or other paid leave, may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, (s)he shall be entitled to use only so much of his/her accumulated and available normal sick leave, which, when added to the Worker's Compensation award, provides the employee's regular salary.
- 17.4.4 Any time an employee on an industrial accident or illness leave is able to return to work, (s)he shall be reinstated to his or her position without loss of pay or benefits.

17.5 **Personal Necessity Leave**

- 17.5.1 Seven (7) days of absence earned for sick leave under Section 17.3 of this article may be used by the employee in cases of personal necessity on the following basis:
- 17.5.2 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 17.1 of this article.
- 17.5.3 As a result of an accident or illness involving employee's person or personal property or the person or personal property of his/her immediate family.
- 17.5.4 One day in each school year which is to be included as part of the seven (7) days as shown above may be used for any reason except recreation or personal gain. For the purposes of this section, personal gain shall mean employment by another or self-employment for personal monetary gain. A classified employee shall request the use of sick leave for personal necessity under any of the reasons listed above in writing from the Personnel Office. Advance permission is required. An employee may be required to submit additional proof to substantiate personal necessity.
- 17.5.5 Such other reasons approved by the District.

17.6 **Child Rearing Leave**

- 17.6.1 An employee who is the natural or adopted parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her newly born or newly adopted child. Such leave shall be for the maximum period of three months and may be granted upon giving the District four weeks' notice prior to the anticipated date on which the leave is to commence.

17.7 **Adoption Leave**

- 17.7.1 An employee who is adopting a child shall be entitled to three days of paid leave for the purposes of caring for the needs of the adopted child.

17.8 **Dependent Leave**

*m*  
*on*  
*BB* 84 *SM*

*RSN*  
*aus* *of*  
*LP*  
*line*

17.8.1 An employee shall be entitled to one (1) day per year of paid leave to care for spouse, or child, or parent in the household; or, if living out of the household, who is primarily dependent on the employee for care.

17.9 **Verification of Illness**

17.9.1 An employee normally may be absent for up to three days without being required to produce verification of illness by a medical doctor. In unusual circumstances, the District may require proof of illness for up to six (6) months by requiring a Doctor's note.

17.10 **Judicial Leave**

17.10.1 Each bargaining unit member shall be granted a leave of absence to appear as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about by the connivance or misconduct of the employee. The employee will be paid the regular salary minus the amount received for witness fees, mileage expenses excepted.

17.11 **Extended Illness Leave**

17.11.1 When a person employed in the classified service is absent from duty on account of illness or accident for a period of five months or less, whether, or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed 50% deduction from the employee's regular pay.

17.11.2 All bargaining unit members shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which s/he is entitled under Education Code Section 45191. Such days of paid sick leave in addition to those required by Education Code Section 45191 shall be compensated at 50 percent of the employee's hourly rate. For employees who are less than eight (8) hours the deduction from their sick leave will be based on their previous monthly average accrual. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

17.12 **Reemployment Rights**

Date: District: Union:

17.12.1 When entitlement to all paid leaves has been exhausted and the employee is unable to assume the duties of his/her position, (s)he shall be placed on a reemployment list for a period of thirty-nine (39) months.

17.13 **Accrual Rate**

17.13.1 Leave accruals shall be calculated on hours worked at regular pay.

17.14 **Failure Return**

17.14.1 Failure to return to the District after the expiration of an approved leave shall subject employees

*On m... 5/21/11 [Signature]*

*of CUS [Signature] RSV [Signature]*

to disciplinary action except when the employee has given twenty-four (24) hour notice regarding the circumstances of his/her inability to return to work as scheduled.

**17.15 Emergency Leave**

17.15.1 The Superintendent or designee may authorize leave up to two (2) working days when an accident, sudden illness or injury of a member of the employee's immediate household or immediate family as defined herein is hospitalized or delivered to a physician's office or treatment facility or when the identified person is in need of such emergency treatment. The circumstances of the emergency must be verified in writing to the Superintendent or designee within 72 hours after the return of the employee to regular duties. Days of leave taken under this Section shall be deducted from the entitlement of sick leave at the rate of one-half (1/2) day per day of emergency leave. A total of four (4) emergency leave days may be authorized.

**17.16 F.M.L.A. - Family Medical Leave Act/CFRA**

17.16.1 In accordance with state and federal law, the Governing Board, or its designee, shall grant family care leave to eligible employees as set forth in Board Policy/Administrative Regulation. FMLA/CFRA (Family Medical Leave Act).

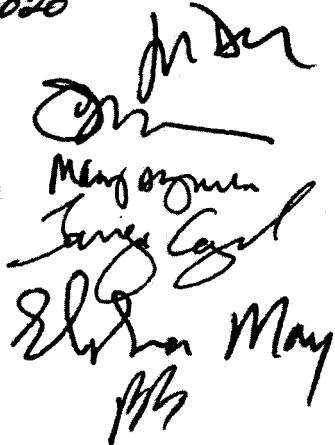
**17.17 Jury Duty**


17.17.1 The bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty. The bargaining unit member shall be paid the bargaining unit member's regular salary less the amount received for jury duty or witness fees.

Date: 02/24/2020

District:

Union:

  
Ming Nguyen  
James Gay  
Sharon May  
MS

CMS  
LD  
RSN  
LRL  


ARTICLE XIX  
GRIEVANCE PROCEDURE

19.1 **Definition**

A grievance is a dispute between the District and an aggrieved person involving a violation, interpretation, or application of specific provision(s) of this Agreement.

19.2 **Preliminary Step - Solution of Potential Grievance**

Prior to the utilization of the grievance procedure, the employee must discuss any problem in an informal conference with his/her immediate supervisor. This shall be arranged by the supervisor at a mutually convenient time. ~~One other person~~ **Up to two representatives** may be present at the request of the employee.

19.3 **Grievance Procedure**

19.3.1 **Level I:** In the event the matter is not resolved at the informal conference, the employee may present a grievance in writing to the administrator with immediate administrative responsibility for the position to which the employee is assigned.

19.3.1.1 When presented in writing, the grievance shall be on a form approved by the District. All pertinent information should be supplied.

19.3.1.2 The written grievance must be presented ~~within ten (10)~~ **forty-five (45)** working days after the employee knows or should reasonably have known of the occurrence which gives rise to the dispute.

19.3.1.3 Either party may request a personal conference within five (5) working days of the receipt of the grievance by the supervisor.

19.3.1.4 If a conference is requested, such conference shall be held within five (5) working days of such request, to be arranged by the supervisor at a mutually convenient time. The supervisor shall present an answer in writing to the grievant within five (5) working days of the conference or ten (10) working days after receipt, whichever is later.

19.3.1.5 If no answer is received within the time limit established, the grievant may appeal to Level II.

Date: 02/24/2020

District:

*Sharon May*  
*Mindy Argueta*  
*James Taylor*

Union:

*CMS*  
*LP*  
*RSN*  
*NR*

19.3.2 **Level II:** If satisfactory settlement cannot be obtained at Level I, the grievant may appeal the decision on the form approved by the District to the Superintendent's office or designee within five (5) working days after receiving the Level I answer.

19.3.2.1 A conference may be requested by either party and shall be held with the grievant within ten (10) working days of the receipt of the Level I appeal. This conference shall be arranged at a mutually convenient time. The Level I administrator may also be present at the conference.

19.3.2.2 The Superintendent of Schools or the authorized designee may present an answer to the grievant in writing within ten (10) working days after the date of the conference.

19.3.2.3 If no answer is received at Level II within the time limit established, the grievant may appeal to Level III.

19.3.3 **Level III:** If the aggrieved person is not satisfied with the Level Two decision, or if no decision is rendered within the specified time limits, (s)he may request the Association to seek conciliation pursuant to this section. Such request must be made within twenty (20) work days, or the Level Two decision will be final. By mutual agreement, the conciliation step may be waived and the Association shall have twenty (20) workdays to request arbitration.

19.3.3.1 The Association, if concurring with the grievant's request to seek conciliation, will request the California Mediation and Conciliation Service to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made.

19.3.3.2 The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Association) within ten (10) work days of receipt of letter, who shall attempt to resolve the grievance. If for any reason the California Mediation and Conciliation Service fails to or refuses to act as provided herein, the Parties shall meet and seek alternative conciliation methods.

19.3.3.3 The mediator shall not make written or public recommendations relative to the grievance.

19.3.3.4 If satisfactory settlement cannot be obtained at Level III, the decision may be referred to an arbitrator within ten (10) working days or by agreement of the parties.

*[Handwritten signatures]*  
MS  
SL  
MS

*[Handwritten initials]*  
AMS  
LD  
RSN  
LEN  
CT

- 19.3.4 **Level IV:** If satisfactory settlement cannot be obtained at Level II, the decision may be referred to a mutually acceptable arbitrator within ten (10) working days or by agreement of the parties.
- 19.3.4.1 An arbitrator shall be selected within five (5) calendar days after the District receives a list of seven (7) arbitrators from the California State Mediation and Conciliation Service. The manner of selection shall be by alternate strike by the District and the Association until only one name is left. The order of the striking shall be determined by the flip of a coin.
- 19.3.4.2 The arbitration shall be set as soon as is practicable after the arbitrator is selected. The Superintendent or designee shall give the employee at least twenty (20) calendar days notice in writing of the date and place of such hearing. The arbitrator shall issue recommendations not later than thirty (30) working days from the date of the close of the hearings or from the date final statements have been submitted to the arbitrator.
- 19.3.4.3 The arbitrator's recommendation shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted unless agreed by the parties.
- 19.3.4.4 The cost of any arbitration including any transcripts will be mutually borne by the parties.
- 19.3.5 If either party is not satisfied with the arbitrator's findings, that party may appeal the answer on a form approved by the District to the Board of Education within five (5) working days after receiving the answer from Level III. The decision of the Board of Education shall be final and binding on all parties. If the Board does not take action within twenty (20) working days, the recommendation of the arbitrator shall stand as the decision of the District.

CMS  
LD  
RSN  
KEL

CF

MA  
EL  
EM  
M  
M

19.4 **General Provisions**

- 19.4.1 The grievant must be personally present at each level of the grievance procedure.
- 19.4.2 The grievant may request a representative at any stage in the grievance procedure. Such representative shall normally be limited to one person at all levels.
- 19.4.3 All conferences and investigations by or on behalf of the grievant pursuant to this procedure shall be conducted outside of the time the grievant or other persons involved are responsible for students.
- 19.4.4 The date of receipt of each writing required pursuant to this procedure shall be determined as follows:
- 19.4.4.1 The day such writing is personally delivered to the recipient or the day after such writing is deposited in the United States certified mail, addressed to the recipient at his last known home address.
- 19.4.4.2 For purposes of this procedure, the term writing shall include the grievance, the grievance appeal, the answer to the grievant or grievance appeal or any other required writing.
- 19.4.5 The presence of advisors may be requested at any stage of the procedure by the administrator hearing the grievance, or the grievant.
- 19.4.6 Requests for necessary and relevant information shall be made prior to any conference at the beginning level. Clarification of information shall be granted but new issues which constitute a separate grievance beyond those originally presented shall not be introduced at any succeeding level.
- 19.4.7 Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given in the preceding step.
- 19.4.8 Time limits set forth in this procedure may be extended by consent of the grievant or representative and the Superintendent or designee.
- 19.4.9 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor unless there exists a clear and present danger to the employee at which time the employee has the right to appeal directly to the Superintendent or designee.

*SM*  
*MA*  
*SL*  
*BS*  
*M*

*me*  
*LD*  
*RSN*  
*alal*  
*CT*

ARTICLE XXIV

DURATION OF AGREEMENT

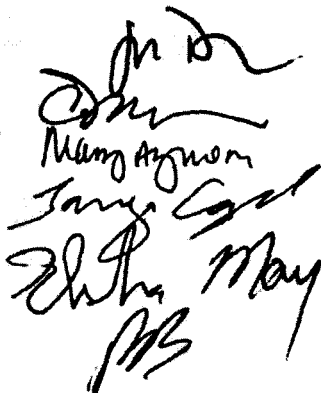
24.1 This agreement shall be effective as of July 1, 2019 and shall continue in effect until midnight June 30, 2022.

24.2 The parties agree to maintain a "Re-opener" for wages, benefits and up to two (2) article each for the 2021-2022 school year.


The parties agree to reopen wages for 2020-2021 only if proposed Educational Ballot Measures pass in the November 2020 election.

Date: 08/24/2020

District:

  
Mammy Aguiar  
Tanya Lopez  
Elisa May  
MS

Union:

CMS  
LD  
RSN  
NEN  




- 19.4.10 Resolution of an individual grievance shall be deemed to rectify the grievance only and shall not necessarily be deemed as establishing precedence.
- 19.4.11 Disposition of grievances shall not be used in the evaluation of employees, except in instances where the grievance involves an issue relative to evaluation or a quasi-disciplinary matter. A grievant may terminate a grievance at any time.
- 19.4.12 Information pertaining to the filing and resolution of a grievance shall not become part of the official personnel file of the employee, unless such information directly affects a matter which involves the personnel file.
- 19.4.13 The grievance procedure as presented in this article must be utilized unless portions are waived by consent of the parties.

Date: 02/24/2020

District:

[Signature]  
Chandrea  
Elisa May  
Manojan  
Jayna  
[Signature]

Union:

[Signature]  
Katrina  
Rosana San Nicolas  
Maureen  
[Signature]

**COLLECTIVE BARGAINING SIGN-IN SHEET  
STOCKTON UNIFIED SCHOOL DISTRICT**

930  
10am  
break  
12:52p 1:21p

Bargaining Unit: CSEA 885

Date: 2/24/20

Description of Activity: Signing of TA

Total Hours: \_\_\_\_\_

District Team Name / Title	Union Team Name / Title	Substitute Required (Please Check and provide name & hours)
Eli May Director	ROSANN SAN NICOLAS 885 TRANSPORTATION	SUB NAME / HOURS
Jana Cephal / SP	CYNTHIA SOLIS 885 President	SUB NAME / HOURS
Walter	Melvin Davis 885	SUB NAME / HOURS
Nik Howard	LATORA DENNIS 885 TRANSPORTATION	SUB NAME / HOURS
Tom Deery		SUB NAME / HOURS
Melissa		
BUSINESS MONITOR		
ATTORNEY		
NOTETAKER		
Mary Agnew		

Preparation Time for Negotiation Session:		
Name / Title	Date(s)	Hours