

**CONTRACT BETWEEN**  
**STOCKTON UNIFIED SCHOOL DISTRICT (SUSD)**  
**AND**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)**  
**AND ITS**  
**DELTA VALLEY CHAPTER 821**



**July 1, 2016**  
**Through**  
**June 30, 2019**

**AGREEMENT BETWEEN**  
**STOCKTON UNIFIED SCHOOL DISTRICT**  
**AND**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**DELTA VALLEY CHAPTER 821**

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Board of Education Approved:  
December 12, 2017

CSEA 821 Ratified:  
December 12, 2017

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## PREAMBLE

This agreement is made and entered into this **December 6 , 2017**, by and between Stockton Unified School District, hereinafter referred to as the DISTRICT, and California School Employees Association and its Stockton Delta Valley Chapter 821 or its successors, hereinafter referred to as the Association pursuant to Government Code Section 3540, et. seq.

## ARTICLE I: RECOGNITION

### 1.1 **Acknowledgement:**

The District hereby recognizes California School Employees Association as the exclusive bargaining representative for all classified employees in Delta Valley Chapter 821, as described in Appendix A. Attachments are made hereto and incorporated by reference as part of this agreement. All newly created positions, except those that are lawfully certificated, management, confidential, or supervisory, shall be assigned to the appropriate bargaining unit. The determination of management, confidential, or supervisory employees shall be by mutual agreement between the District and the Association. In the absence of mutual agreement, disputed cases shall be submitted to the PERB for resolution. The bargaining units described in Appendix A may be expanded to other classes by mutual agreement of the parties, subject to the rules of PERB.

1.1.1 When a new classification is created by the District, the District and the Association shall meet and negotiate all matters within the scope of representation.

### 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/PERSONNEL FILES

### 2.1 Evaluations and Probationary Periods

- 2.1.1 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 made.
- 2.1.2 Association members of permanent status shall be evaluated once each year thirty (30) days prior to the last working day of the employee. Such evaluation shall consist of an overview of the prescribed period of time.
- 2.1.3 Any bargaining unit member or the Association shall have the right to utilize the grievance procedure regarding violations of the procedural aspects of evaluations arising under the provisions of this article.
- 2.1.4 A bargaining unit member or newly hired employee who has not yet established permanency within the district shall be evaluated in writing at forty (40) days and at eighty (80) days. In lieu of not recommending permanent status at the end of the one hundred thirty (130) days of paid service the District may, after consultation with the Association Representative and bargaining unit member, or newly hired employee, extend the probationary period up to a maximum of sixty (60) additional days with one additional evaluation. Upon mutual agreement, the District, the Association and the affected employee will enter into a Memorandum of Understanding (MOU) to reflect the extension of the probationary period.
- 2.1.4.1 The probationary period for new members shall be one hundred thirty (130) days of paid service in attendance at their designated site(s).
- 2.1.4.2 The probationary period for less than twelve (12) month employees will exclude the summer days in which the employee is off work.

### 2.2 Procedures:

- 2.2.1 Employees shall be given the opportunity to review and comment on any evaluation before it is entered into the District personnel file.
- 2.2.2 Association members shall be required to sign all formal written evaluations; however, the signing of such evaluation shall only acknowledge that the Association member has seen the document. An Association member shall receive a copy of the evaluation.
- 2.2.3 If an Association member disagrees with the substance of the evaluation, the Association member shall be able to appeal the substance of the evaluation with the next higher level of supervision.
- 2.2.4 At any meeting between a District representative and an Association member to discuss a negative evaluation, upon request, the Association member is entitled to have a CSEA representative present.

## **2.3 Personnel Files:**

- 2.3.1** Association members shall be provided with copies of any derogatory written materials and have an opportunity to comment within six (6) working days before it is placed in the Association member's personnel file. The Association member shall be given no more than two (2) hours release time without loss of pay to review and comment on any negative material placed in the personnel file.
- 2.3.2** Any person who places written material or drafts written material for placement in an Association member's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 2.3.3** No disciplinary action shall be taken for any cause which arose prior to the bargaining unit member becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such Association member when it could be reasonably assumed that the Association member should have disclosed the facts to the District.
- 2.4** The personnel file of each Association member shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against a bargaining unit member based upon materials which are not in the District personnel file.
- 2.5** All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the Association member.
- 2.6** Upon request of a bargaining unit member, derogatory written materials in the personnel file which are more than two (2) years old (other than the official evaluation) will be placed in a sealed envelope. If there is additional derogatory material that is less than two (2) years old, the District representative and the Association representative will meet to determine how to handle the sealing. The envelope may only be opened by the Director of Labor Relations and designated management level staff in the Human Resources Department and a notation will be made on the envelope upon each opening indicating the date, time, name and reason for the opening.
- 2.7** The employee or authorized (in writing) representative may also have access to the material. There are no restrictions placed upon the use of the material other than those otherwise imposed by law. Disputes over the application of this provision may be submitted to the contractual grievance procedure beginning at Level II.

## **ARTICLE III: DUES AND SERVICE FEE**

### **3.1 Employee Rights**

- 3.1.1** 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.
- 3.1.2** Accordingly, membership in the Association shall not be compulsory. An Association member has the right to choose, either: to become a member of the Association; or, to pay to the Association a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in Section 3.3.5 below. The District will provide payroll deductions for dues for those Association members who chose to be members of the Association.

### **3.2 Association Members' Obligation to Exclusive Representative**

- 3.2.1** An Association member who does not fall within one of the exempted categories as set forth in Section 3.3.5 below, and who has not voluntarily made application for membership in the Association within thirty (30) days of either the date upon which this Agreement is executed, or the date upon which said Association member has been employed by the District, whichever is later, must, as a condition of continued employment in the District pay annually or monthly to the Association a service fee in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said Association member.

### **3.3 Definition of Service Fee**

- 3.3.1** The service fee to be collected from non-Association unit members shall be the amount authorized by Section 3540.1 (i)(2) of the California Government Code.
- 3.3.2** Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section 3.3.6 herein.
- 3.3.3** Association members on voluntary leave without pay, and Association members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth in 3.2.1 herein must be exercised within the first ten (10) work days upon return to paid status.

#### **3.3.4 Verification of Service Fee by Association**

The Association shall submit a copy of the detailed financial report to any Association member who contests the amount of the fee. The report shall be that which the Association must make available to the Public Employment Relations Board pursuant to Government Code Section 3546.5.

- 3.3.5** Association members may be exempted from payment of any service fees to the Association if that person is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting an "employee organization" as defined in Section 3540.1(d) of the

Government Code. Such exempt Association members shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to such service fee to the United Way.

The District, upon written request from the Association, shall require such exempt Association member to submit a written affidavit to the Association verifying the existence and nature of the allowable objection to payment of a service fee and in addition, shall require such exempt Association member to submit proof of payment of amount equivalent to such service fee to the organization listed above.

### **3.3.6 Procedure for Association Members who Contest the Amount of the Service Fee**

The parties agree that, in order to provide a uniform definition of the amount of the service fee, any such disputes involving the amount of such fee must first be deferred to the Public Employment Relations Board for determination, provided that the parties have first complied with the other provisions of this Section.

If, at any time, the Public Employment Relations Board determines that some or all of the representation service fees deducted shall be held in escrow pending a determination of the correct amount of the fee, the District will deposit the amount in an interest bearing escrow account. The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by PERB.

## **3.4 Payment Method**

- 3.4.1** An Association member may voluntarily sign and deliver to the District a written authorization to deduct the properly established service fee as defined in Section 3.3 above. Upon receipt of a voluntary authorization duly completed and executed, the District will deduct from the pay of Association members and pay to the Association the normal and regular monthly service fee.
- 3.4.2** In the event that a bargaining unit member who is not exempted from payment under Section 3.3.5 does not pay annually the service fee directly to the Association pursuant to Section 3.3.1 or does not voluntarily sign and deliver to the District an authorization pursuant to Section 3.4.1 above, the Association shall request in writing that the District deduct from the pay of the Association member and pay to the Association the normal and regular monthly service fee without the approval of the Association member. In such case, the District shall begin automatic payroll deduction as provided in Education Code Section 45168 for service fee due from the date of ratification of this Agreement or first date of the Association member's employment, whichever is later. There shall be no charge to the Association for such mandatory service fee deductions.
- 3.4.3** Prior to beginning of such payroll deduction pursuant to Section 3.4.2, The Association will certify to the District in writing that the Association member whose pay is to be affected by the deduction has (1) not joined the Association; (2) not voluntarily tendered the amount of the service fee as defined herein; and (3) has not qualified for an exemption under Section 3.3.5 herein. The Association shall also notify the Association member in writing that due to the Association member's failure to fulfill any of the above three (3) requirements the Association has requested the District to begin automatic payroll deduction of the service fee. The Association shall provide the District with a copy of said written notice to the Association member. Thereafter, the District will begin the automatic deductions.

**3.4.4** The District is under no obligation to make payroll deductions for periods during which an Association member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

**3.4.5** Upon the rehiring of any Association member, the District will treat such Association member as a new member for purposes of this article.

### **3.5 District's Obligation**

The District's sole and exclusive obligations under this Article are to notify any Association member who has failed to comply with the provisions of this Article that, as a condition of employment in the District, such Association member must either become an Association member, pay a service fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to Section 3.3.5 of this Agreement, and to make payroll deductions pursuant to Section 3.4.1 or 3.4.2 of this Agreement. Under no circumstances shall the District be required to dismiss any unit member for failure to fulfill the obligations to pay fees established herein.

### **3.6 Hold Harmless and Indemnity Provision**

The Association as defined in this Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, which are actually brought against the District or any of its agents, in connection with the administration or enforcement of any Section in this Agreement pertaining to service fees. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District which were reasonably necessary to defend the District's interests. The District will provide the Association an accounting of the precise costs incurred by the District.

## ARTICLE IV: ORGANIZATION RIGHTS AND RESPONSIBILITIES

### 4.1 Access

Bargaining unit members shall have the right of access at reasonable times to areas in which employees work. Authorized representatives of the Association shall be permitted to transact official business on school sites at reasonable times as agreed to by the parties.

### 4.2 Use of Facilities

The 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.

### 4.3 Bulletin Boards

In school sites frequented by bargaining unit members, one bulletin board or section of a bulletin board shall be designated as the official bulletin board 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 communications to employees. A copy of all material placed on the bulletin board shall be submitted to the principal/site administrator and shall be distributed only by Association representatives.

### 4.4 Reports

#### 4.4.1 Seniority Rosters

The District shall provide the Association with a Seniority Roster the first working day in April of each year. The Seniority Roster shall indicate all bargaining unit members' present classification and current work location.

#### 4.4.2 Service Fee Payer List

The District shall provide the Association with a Service Fee Payer list monthly. The list shall include the bargaining unit members' name, social security number, number and amount of deduction, and work location.

#### 4.4.3 Exceptions List

The District shall provide the Association with an Exceptions list monthly. The list shall indicate all bargaining unit member's social security number, name, date of hire, and work location.

### 4.5 Personnel Files

The Association shall have the right to review bargaining unit members' personnel files and other records dealing with bargaining unit members when accompanied by the bargaining unit member or on presentation of a written authorization signed by the concerned bargaining unit member.



#### **4.6 Right of Review**

The Association shall have the right to review, at reasonable times, material in possession or produced by the District which is relevant and necessary for the Association to fulfill its role as the exclusive bargaining representative. The District agrees to provide the Association with copies of all public information which shall be made available upon request.

#### **4.7 Board Agenda**

The District shall place the board agenda on the District's website on the Friday before a regular board meeting. The District shall provide the Association two (2) copies of the Board's agenda and two (2) copies of the agenda back-up material for each Board meeting. The materials shall be made available to the Association without cost.

#### **4.8 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.

#### **4.9 State Officer Release Time**

The District agrees to provide release time for association members who are Association State Officers to conduct necessary Association business without loss of compensation as agreed to by the parties.

#### **4.10 Negotiation Release Time**

The members of the CSEA negotiation teams shall be granted release time with pay to participate in contract negotiations with District officials. Negotiations release time shall not exceed 1,200 cumulative hours per fiscal year. The Director of Labor Relations shall authorize additional release time hours as required.

#### **4.11 Contract Distribution**

**4.11.1** Within thirty (30) working days after ratification by the Association, the District shall provide a copy to the Association for review of errors. Upon 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. 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.

**4.11.2** The District agrees to provide newly hired bargaining unit members a copy of this Agreement, printed at District expense, within seven (7) workdays of ratification of their employment by the Governing Board.

#### **4.12 President's Release Time**

The Association Chapter President, or designee (s), shall be granted one hundred twenty (120) days of leave over a period of three (3) years to conduct business pertinent to Association affairs. The District shall grant the Association member paid leave for the first thirty (30) days and will continue to bear the cost of all fringe benefits for the full one hundred twenty (120) days. The Association shall reimburse the District for one-half (1/2) the Association member's salary for each day use beginning with the thirty-first (31<sup>st</sup>) day. The Association shall reimburse the District for the Association member's full salary for each day beginning with the ninety-first (91<sup>st</sup>) day. The Association Chapter President shall not use job steward release time except when specifically designated as the job steward in advance in writing under the following circumstances: due to a vacancy in job steward position, the absence of a job steward, or a request from grievant that President act as job steward on the bargaining unit members behalf. Notice shall be provided in advance to the Director of Labor Relations and or designee.

#### **4.13 New Employee Orientation**

The Association shall have the right to schedule time to meet with new hires after the new hires after the new higher orientation. The Chapter President shall be notified of scheduled orientations five (5) working days in advance. At the orientation, the Chapter President, or his/her designee, shall be provided reasonable opportunity to make an introduction to the union and its benefits.

#### **4.14 Union Elections**

If polls opens or close less than one hour from the beginning and ending time respectively of an employee's shift, then they shall be granted time off to vote.

## ARTICLE V: JOB STEWARDS

### 5.1 Assignment of Job Stewards

The Association shall designate job stewards and shall notify the District in writing of their names and the group they represent. Changes in permanent stewards and/or specific alternatives must be designated in advance by written notification to Human Resources Department, except in an emergency.

### 5.2 Duties and Responsibilities of Job Stewards

**5.2.1** A job steward shall be granted a reasonable amount of time to participate in the investigation, preparation, writing, and presentation of grievances. The job steward shall arrange with their immediate administrator/supervisor and the grievant's supervisor for a mutually agreeable suitable time to conduct such business. The leave utilization form shall be submitted upon return to the work site when verbal approval is granted. Prior notification to the immediate supervisor, manager, or administrator of the job steward shall be in writing; and notice shall be given soon as it is known, but in no case shall it be less than twenty four (24) hour notice when at all practical. If a supervisor, manager, or administrator is unavailable the steward shall notify the Director of Labor Relations or his/her designee.

Those designees are:  
Director of Classified Employees  
Personnel Analyst

**5.2.2** A job steward shall be granted release time with pay to accompany an OSHA representative conducting an on-site walk-around safety inspection of any area, department, division or other subdivision for which the job steward has responsibilities of representation.

**5.2.3** Job stewards shall have the authority to file notice and take action on behalf of Association members who give them written consent relative to rights afforded them under this Agreement.

## ARTICLE VI: DEFINITIONS

- 6.1** “District Seniority” is length of paid status in the District from the first day in paid status except for computing seniority for layoff. Summer school selection shall be determined by seniority within the appropriate classification. Seniority for layoff is determined by hire date in the classification plus higher classification.
- 6.2** “Notice” Whenever notice is required under this Agreement, and no form of notice is otherwise designated; notice to the District shall be by personal delivery to the Office of the Superintendent or official designee of written notice, or first class mail notice to the Office of the Superintendent or official designee, and notice to the Association shall be written notice delivered to the President of the local chapter via first class mail directed to CSEA Stockton Delta Valley Chapter #821, P.O. Box 2027, Stockton, CA 95210.
- 6.3** “Classification” means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly and hourly salary ranges for each such position.
- 6.4** “Permanent” as used in the phrase “permanent employee” includes tenure in the classification in which the employee passed the required probationary period, and includes all of the incidents of the classification.
- 6.5** “Parties” refers to entities in Article 1 - Recognition
- 6.6** “Association” - is defined as CSEA and its Chapter 821 “collectively.”
- 6.7** “Substitute Employee” is an employee who is replacing a classified bargaining unit member absent from the job due to a leave of absence. Such substitute employment may continue for as long as the absent classified bargaining unit member is on leave. Substitute employees shall not be a part of the classified service.
- 6.8** “Short-Term Employee” is an employee approved by the Board for a “designated” period not to exceed one hundred ninety-five (195) working days to perform a temporary service for the District. Upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. For purposes of such definition only, the computation of working days shall include days actually worked, vacation, holidays, and sick leave days to which the short-term employee would otherwise have been entitled if employed as a regular member of the classified service. Short-term employees shall not be a part of the classified service and are not entitled to compensation for vacation, holidays, and such leave while serving as a short-term employee.
- 6.8.1** Pursuant to EC 45103 (b) (1) Substitute and short-term employees, employed and paid for less than seventy five (75%) percent of a school year, shall not be a part of the classified service.
- 6.8.2** Pursuant to EC 45117 (C) (1) the Parties agree that a classified employee may not be laid off if a short term employee is retained to render a service that the classified employee is qualified to render.
- 6.9** “Fiscal Year” is July 1 through June 30.
- 6.10** “Insurance Year” is January 1 through December 31.

- 6.11** “Paid Status” all bargaining unit members are “hourly employees” and shall be considered in paid status for all “contracted hours/work days, for holidays, vacation and sick leave, and other applicable paid leaves available to the bargaining unit member.
- 6.12** “Extended Work Year” is defined as any time the bargaining unit member performs work beyond their regular contracted work days, i.e., fall, winter, spring or summer breaks. Bargaining unit members shall be paid according to the negotiated salary schedule and afforded any and all rights under the terms of the collective bargaining agreement when working an extended work year.

## ARTICLE VII: HOURS AND OVERTIME

### 7.1 Workweek

The workweek shall normally consist of five (5) consecutive days, Monday through Friday of eight (8) hours per day and forty (40) hours per week. Newly hired employees' workweek shall be established on the job posting. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in the overtime section of this Agreement.

### 7.2 Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

### 7.3 Reduction in Assigned Time

Any reduction in assigned time shall be accomplished in accordance with the layoff and reemployment article of this Agreement.

**7.3.1** The work assignment of bargaining unit members, whose regular work assignment is four (4) hours or more, shall not be reduced to less than four (4) hours without the employee's written consent.

### 7.4 Adjustment of Assigned Time

Any bargaining unit member in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment in the same classification, regardless of location, for a period of twenty (20) consecutive days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. However, this provision shall not apply where the excess time worked was in a vacant position provided the appointment does not exceed sixty (60) calendar days in accordance with Section 13.1.4.1.

### 7.5 Increase in Hours

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to a qualified bargaining unit member in the appropriate class with the greatest District seniority at the same work location. If the senior bargaining unit member declines the assignment, it shall be offered to the remaining bargaining unit members in the class in descending order of District seniority until the assignment is made at the same work location.

7.6 The District may establish a ten (10) hour day, four (4) day workweek upon concurrence of the majority of the bargaining unit members affected.

## **7.7 Lunch Periods**

All bargaining unit members covered by this Agreement shall be entitled to an uninterrupted, non-compensated lunch period after the bargaining unit member has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time bargaining unit members at or about the midpoint of each work shift.

## **7.8 Rest Periods**

**7.8.1** All bargaining unit members shall be granted rest periods of fifteen (15) minutes per four (4) hours worked. Bargaining unit members working a minimum of two (2) hours, but less than four (4) hours shall be granted a ten (10) minute rest period.

**7.8.2** Specified periods may be designated when the operations of the District require someone to be continually present at a bargaining unit members work site.

**7.8.3** Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the bargaining unit member.

## **7.9 Rest Facilities**

Lunchroom and restroom facilities are provided on or near each work site.

## **7.10 Election Polls**

If, in an election, polls open or close less than one hour from the beginning and ending time respectively of an employee's shift, then they may be granted time off in order to vote.

## **7.11 Overtime**

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

**7.11.2** Overtime is defined to include 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, as approved by the supervisor.

**7.11.3** All hours worked on holidays designated by this Agreement shall be compensated at time and one half in addition to the pay for the holiday.

**7.11.4** All hours worked on the sixth and seventh consecutive days of work shall be compensated at one and one-half (1-1/2) times the regular rate of pay.

### **7.11.5 Distribution of Overtime**

All opportunity for overtime shall be shared equally among such bargaining unit members. Regardless of seniority, all opportunity for overtime and extra time available to bargaining unit members in the same job classification shall be shared equally among such bargaining unit members.; first by classification, work site, visiting site (in case of sporting events), and then open to all other members in the same classification.

## **7.12 Pay differentials**

Any bargaining unit member who receives any shift differential premium on the basis of his/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.

### **7.12.1 Shift Differential**

Any bargaining unit member working four (4) or more hours of his/her eight (8) hour daily work schedule after 5:00 p.m. shall be compensated by a fifty (.50) cents per hour salary increase over and above a regular day bargaining unit member of the same classification,. Any classified bargaining unit member who reports to work more than one (1) hour prior to 6:00 a.m. will also receive an additional fifty (.50) cents per hour.

### **7.12.2 Weekend Differential**

Classified bargaining unit members who are regularly assigned to work on Saturday and/or Sunday will receive a differential pay of one (1.00) dollar per hour for all time worked except that an employee who receives differential pay pursuant to 7.13 shall only receive weekend differential for hours actually worked on Saturday and/or Sunday.

## **7.13 Compensatory Time Off**

**7.13.1** 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 Section 7.14.2. The term "hours worked" for these purposes under the Fair Labor Standards Act does not include paid time such as vacation, holidays, or paid leaves. A bargaining unit member 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.

**7.13.2** If compensatory time has been elected, an employee may accumulate up to 200 hours. However, compensatory time must be taken within the fiscal year in which it was earned regardless of the number of accumulated hours. The bargaining unit member will provide five (5) days advance notice prior to requesting compensatory time off, unless a shorter notification time is agree to by the employee and supervisor. The supervisor will respond to such request within a reasonable period of time. If compensatory time is not taken as prescribed above, the bargaining unit member shall be paid in cash at the overtime rate of pay.



### **7.13.3 Flex Time**

The limitation upon earning of compensatory time in Section 7.14.2 herein shall not preclude the District from reducing the workweek so as not to exceed 40 hours limit. Such reduction in the workweek can be made only upon the written request of the individual bargaining unit member and by mutual agreement.

### **7.14 Right of Refusal**

Any bargaining unit member shall have the right to refuse any offer or request for overtime or call back time except in emergency situations.

### **7.15 Call Back Time**

Bargaining unit members called in for emergency work outside of the regularly scheduled hours or recalled to work after completing their regular shift and have left the District premises, shall be paid for hours actually worked at the rate of time and one-half or a guarantee of four (4) hours at the bargaining unit member's regular rate, whichever is greater.

### **7.16 Hours Worked**

For the purposes of computing the number of hours worked, time during which a bargaining unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence shall be considered as time worked by the bargaining unit member.

### **7.17 Special Functions**

All bargaining unit members assigned to special functions or activities outside their normal working day will be guaranteed a minimum of two (2) hours of work for each such occasion.

## ARTICLE VIII: PAY AND ALLOWANCES

### 8.1 Rate of Pay

**8.1.1** The basic rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in Appendix A for the General Classified Service Unit, which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

**8.1.2** 4% for 2016-2017 (effective July 1, 2017)  
3.25% for 2017-2018 (effective July 1, 2017)  
2% for 2018-2019 (effective July 1, 2018)

### 8.2 Progression on Salary Schedule

**8.2.1** 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 members 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.

#### **Intent:**

The existing longevity language in the contract is applicable to this salary increase.

### 8.3 Pay Date

All employees in the bargaining unit shall be paid once per month payable on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. The paycheck shall include a record of all customary deductions.

All ten (10) month bargaining unit members shall be paid in ten (10) monthly payments. Any additional days worked beyond the ten (10) regular work months, shall be paid based on the actual time worked.

Bargaining unit members may elect to spread their ten (10) month salary over a twelve (12) month period.

### 8.4 Mileage

Any bargaining unit member 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 bargaining unit member's normal job site after the completion of District business if required. All claims for reimbursement must be submitted by the fifth (5<sup>th</sup>) working day of the succeeding month to the Business office if the bargaining unit member is to be reimbursed during that calendar month.

## **8.5 Out of District Travel**

Bargaining unit members on authorized District business shall be reimbursed at the following rates for meals and lodging while outside the District: Breakfast - \$7.00, Lunch - \$8.00, Dinner - \$15.00, Lodging – actual cost. Exceptions to the above schedule may be authorized by the Superintendent or designee but in no case may the reimbursement exceed the actual cost.

## **8.6 Professional Growth**

The District agrees to maintain its current Professional Growth Program as provided in Appendix C.

## **8.7 Compensation for Bargaining Unit Members Working Out of Classification**

Bargaining unit members assigned temporarily for five (5) or more workdays out of fifteen (15) calendar days to a position with a higher classification shall receive the next higher amount on the new salary range for whatever time (s)he fills this temporary position. Only those bargaining unit members designated in writing by the appropriate director/principal will be considered "assigned" to a position with a higher salary classification. In no event shall an employee working out of classification receive less than five percent (5%) above his/her regular rate of pay.

## **8.8 Salary Placement For Employee Who Resigns And Is Reemployed**

A classified bargaining 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.

## **8.9 Payroll Errors**

Any payroll error resulting in insufficient payment for bargaining unit members shall be corrected, and a supplemental check issued not later than five (5) working days after the employee provides notice to the payroll department.

## **8.10 Longevity**

The District agrees to additionally compensate long service bargaining unit members in accordance with Appendix A attached hereto. Longevity increments shall be increased by the same percentage applied to the salary schedule. Bargaining unit members working less than four (4) hours shall receive one-half (1/2) the dollar amount listed in Appendix A. Bargaining unit members working four (4) hours or more shall receive the full dollar amount listed in Appendix A.

## **8.11 Promotional Placement**

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 percent (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.

## **8.12 Demotion**

A bargaining unit member whose position is reclassified to a lower range shall be placed in the lower range at an equal salary and shall progress to the maximum of the lower range. If the current salary of the bargaining unit member is higher than the maximum of the lower range, the bargaining unit member shall remain at the current salary until future increases bring the lower range high enough to allow progress on the new range.

**8.13 Reclassification** – In order to meet the financial cost for compensation and health benefit increases, CSEA agrees to defer all Reclassification for 2017-2018 to the Reorganization Process.

**8.13.1** “Reclassification” means the upgrading of a position to a higher classification as a result of increased duties and responsibilities permanently assigned to a position which are not attributed to a sudden or short-term change, which are performed by the bargaining unit member.

**8.13.2** The purpose of this section is to provide an orderly process for evaluating potential “reclassification” of positions to determine the accuracy of job descriptions changes in evaluating the actual duties required of the positions work duties in consideration of workload and proper salary range placement.

### **8.13.3 Procedures for Requesting Reclassification**

**8.13.3.1** On or before September 1, annually, individual bargaining unit members and/or classification groups, the District or CSEA, may submit a request for reclassification of any positions represented by CSEA on the agreed upon “Position Analysis Questionnaire” to the Director of Classified Personnel for the District or designee.

**8.13.3.2** The Director of Classified Personnel shall forward the completed “Position Analysis Questionnaire” along with all attachments as follows:

**8.13.3.2.1** Designated Site/Department Administrator (September 1<sup>st</sup> - 30<sup>th</sup>)

**8.13.3.2.2** Employee will be notified of receipt of documentation by Human Resources (October 1<sup>st</sup>)

**8.13.3.2.3** Committee Representatives (October 15<sup>th</sup>)

**8.13.3.2.4** The questionnaire will be agreed to by both parties. Revisions to the form will be by mutual agreement.

### **8.13.4 Reclassification Committee**

**8.13.4.1** A “Reclassification Committee” shall be composed of three (3) management appointees, one (1) of which shall be the Director of Classified Personnel, three (3) CSEA appointee’s, one of which shall be the CSEA Chapter President. Each group can bring one (1) expert in the event that further clarification as needed. In the event of a tie, one (1) neutral appointee shall be selected by mutual agreement between the District and CSEA to break the tie. Every attempt shall be made to find a neutral at no cost to the Parties. However, if there is a cost for the neutral appointee, it shall be mutually borne by both parties.

**8.13.4.2** The Committee shall meet once a year in October, but may be convened at other times by mutual agreement of the District and CSEA, to review the “Position Analysis Questionnaire” that have been timely submitted. The Panel members shall conform as follows:

**8.13.4.2.1** The Committee shall fairly and objectively review each reclassification request and the documentation submitted with the request.

**8.13.4.2.2** The Committee may opt to set a time and date to meet the bargaining unit member(s), site/department administrator or other individuals with relevant knowledge of the circumstances mutually agreed to by the District and CSEA.

**8.13.4.2.3** The Committee shall be charged with collaborating and recommending the appropriate revisions, modification or creation of new job descriptions, the appropriate title of the position(s), classification designation, and the Step and Range of the employee(s) placement and the date in which reclassification takes effect which may be retroactive and/or delayed.

**8.13.4.3** The Committee mutually establishes norms to guide procedures and decisions.

**8.13.4.4** The Committee shall have the authority to adopt, reject, or modify the submitted reclassification request, and/or recommend the creation of a new position and/or reclassification, and the accompanying job description and salary placement. All committee members shall sign the Committee’s decision which shall be binding upon the parties.

**8.13.4.5** The Committee shall prioritize the reclassification requests and determine the number that they will consider each fiscal year. Requests not considered will move to the next fiscal year and will be reprioritized among the new requests. The Committee will consider three (3) classification requests per fiscal year, but may be increased by mutual agreement.

**8.13.4.6** The Committee shall provide written notice of the Committee’s decision to the bargaining unit member(s) requesting reclassification by March 1<sup>st</sup> of given fiscal year.

**8.13.4.7** The Committee’s recommendation is final and binding.

### **8.13.5 Reclassification – Other**

**8.13.5.1** If the reclassification request is denied by the committee, the committee will give the reason for said action which may include recommendations for the bargaining unit member(s) reconsideration of submitting a new reclassification request which the committee will not consider for a period of two (2) years from the date of the initial request.

**8.13.5.2** The Committee may agree to suspend a decision to seek additional information and/or to interview other individuals with relevant knowledge of the circumstances.

**8.13.5.3** The Committee shall determine the application of the reclassification.

- 8.13.5.3.1** When an entire classification is reclassified to a higher class, all incumbents working in the position(s) shall be reclassified to the higher classification.
- 8.13.5.3.2** If it's determined to only reclassify a portion of the classification due to financial reasons, the remaining incumbents will be awarded the reclassification to the higher class in order of highest seniority when the District is financially able to do so.
- 8.13.5.3.3** When the entire classification IS NOT reclassified, the incumbents in the position(s) being reclassified will remain (or be placed) in the reclassified position(s). The remaining incumbents not being reclassified shall be status quo; thus, no change to their assignment.
- 8.13.5.3.4** If it is determined that a position shall be reclassified, the Committee shall establish the appropriate salary placement.

## ARTICLE IX: EMPLOYEE EXPENSES AND MATERIALS

### 9.1 Uniforms

- 9.1.1 The District shall pay the full cost of the purchase, lease, rental of uniforms, equipment, identification, badges, emblems, and cards required by the District to be worn or used by bargaining unit members.
- 9.1.2 All Custodians, Maintenance Custodians and Maintenance Workers shall be required to wear the District provided uniform as described in this article.
- 9.1.3 From May 1 through October 31 of each year, the District shall allow Delivery Drivers and Campus Security Monitors to wear uniform shorts. Shorts shall be provided to bargaining unit members as part of the exiting uniform package.

The District and the Association shall execute a Side Letter to the contract, which shall read as follows:

As needed, a committee will be formed to facilitate implementation of Article 9.1.2, a committee of appropriate District representatives and one unit member from each department shall be appointed to investigate and recommend the material, style, etc. of the uniform.”

### 9.2 Physical Examinations

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment. The bargaining unit member may be required to submit a medical release to return to full duty.

### 9.3 Employee Achievement Awards

The District agrees to consider a program of monetary awards for valuable suggestions, service or accomplishments to bargaining unit members under the provision of Education Code Section 44015. The District agrees to develop the program with representatives of the Association within one hundred-twenty (120) days after ratification of this Agreement.

### 9.4 Tools

The District agrees to provide tools, equipment, and supplies necessary to bargaining unit members for performance of continuing employment duties. If a particular job would result in damage or destruction of personal clothing of bargaining unit employees, the District shall provide coveralls and/or protective clothing. Such expense shall be borne by the District.

### 9.5 Hold Harmless

The District's obligation, as described herein, shall be limited to coverage through the District's blanket, liability insurance coverage. The District shall notify the Association prior to proposing any changes in its liability policy that could adversely affect coverage provided bargaining unit members.

## ARTICLE X: FRINGE BENEFITS

### 10.1 Benefit Specifications

The District's health and welfare benefits are provided for bargaining unit members in the unit employed four (4) hours or more per day, and their dependents.

Unless otherwise agreed, the District will offer each eligible member a choice of at least two (2) HMO's and one (1) POS medical plan throughout the term of the Agreement. Effective November 1, 2009, those CSEA members eligible for medical insurance coverage (including dental and vision), will be enrolled in a CalPERS plan (which includes Kaiser) of their choosing subject only to the plans, rates, co-pays and coverage as presented by the District on August 27, 2009;

Effective January 1, 2010, those CSEA members eligible for medical insurance (including dental and vision), will be enrolled in a CalPERS plan (which includes Kaiser) of their choosing subject only to the plans, rates, co-pays and coverage as presented by the District on August 27, 2009;

Effective January 1, 2010, the medical insurance plan year as defined by CalPERS shall be January 1 – December 31, unless otherwise negotiated by the parties:

#### 10.1.1 Payments and Continuation of Payments

Effective January 1, 2018 or the month following ratification, whichever come later, the District will pay a monthly health benefit allowance (that includes medical, vision, chiropractic and dental) of \$1609.30. Any cost above the District's \$1609.30 monthly contribution shall be the responsibility of the employee.

In order to implement the option for employees' enrolling in a new benefits plan, the District shall provide an open enrollment as determined by the benefit carrier.

The parties will participate in the Health Benefits Committee with the goal of controlling the premium cost of health benefits.

The parties are committed to the concept of "total compensation" and recognize that an employee's compensation increase is the total of the salary and any funded increase in benefits.

The "proportionate funded revenue limit" for Stockton Unified, as defined below, will be used to increase the ongoing health benefits allowances of \$1,609.30.

Any remaining amount of the "proportionate funded revenue limit" not already allocated above shall be applied to the salary schedule. Definition of proportionate funded revenue limit: For purposes of this Article, the proportionate funded revenue limit is defined as that percentage of the District budget that was expended for CSEA Delta Valley Chapter 821 bargaining salaries and benefits as a percentage of the entire District budget shown on the District's prior year "Un-audited Actuals". As an example, if the total prior year expenditures for CSEA Delta Valley Chapter 821 bargaining salaries and benefits were 20% of the District's budget, the proportionate funded revenue limit shall be 20% of the increase in the District revenue limit for the current year.



Definition of revenue limit increases: The increase in the District revenue limit shall be defined as the ongoing, funded increase in the District's revenue limit for cost-of-living as defined by education code section 42238.1 and equalization aid, if any.

It is the intent of the parties to continue to use of this total compensation formula as the basis for negotiations in subsequent years in order to maintain labor peace and focus on student achievement.

Each bargaining unit member enrolled in a medical plan that exceeds the District's contribution of \$1,609.30 shall be required to complete a payroll deduction authorization form so the differential amount may be deducted from an employees' paycheck.

### **10.1.2 Medical Rebate**

Any active bargaining unit member eligible for District medical coverage, may elect to not participate in the District's medical plan with proper verification of coverage. In such case the District will offer a medical rebate (based on twelve (12) checks) of \$590.58 prior to January 1, 2016 and \$250.00 for new hires on or after January 1, 2016. Eligible employees hired on or after January 1, 2016, shall receive a medical rebate capped at the amount of \$250 per month.

The District will provide CSEA members the necessary information (a rate sheet, co-pay, designated plans, etc.) for their review prior to and during the enrollment process.

## **10.2 Dental Insurance**

The 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 District's monthly contribution.

## **10.3 Retiree Insurance Coverage**

### **10.3.1 CSEA members hired prior to July 1, 2003**

A bargaining unit member who retires from the District under PERS regulations and who meets the following criteria will receive medical plan coverage for the CSEA member under the District plan until age sixty-five (65) or are eligible for Medicare:

**10.3.1.1** Ten (10) years of District service immediately preceding retirement.

**10.3.1.2** Retire between the ages of fifty-five (55) and sixty-five (65).

**10.3.1.3** Retire on or after October 27, 1980.

Any qualified CSEA 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.

### **10.3.2 CSEA members hired after July 1, 2003**

Any qualifying CSEA member who retires from the District under PERS regulations and who meets the criteria in 10.3.1 will receive the same medical plan options for the CSEA member as active CSEA members. Any qualifying CSEA member who retires from the District under PERS regulations will be required to make a proportional payment for the medical plan. CSEA and the District reserve the right to mutually amend or modify this benefit in the future for current or future CSEA members. This benefit will last until the age of 65 or until the CSEA member is eligible for Medical/Medicare, whichever comes first.

### **10.4 Mental Health/Chemical Dependency Program**

Unless otherwise agreed, the District will offer each eligible member a managed mental health/chemical dependency program through CalPERS or Kaiser plans which will be subject to the District's monthly contribution.

### **10.5 Vision Care**

The District will offer each eligible member a vision plan. The District will pay the full cost of the vision plan for the eligible member, his/her spouse and dependent(s). Plan(s) which will be subject to the District's monthly contribution.

## ARTICLE XI: HOLIDAYS

### 11.1 Scheduled Holidays

The District agrees to provide all employees in the bargaining unit with fifteen (15) paid holidays, plus one (1) additional floating holiday in accordance with Section 11.1.15:

- 11.1.1 New Year's Day - January 1
- 11.1.2 Martin Luther King Day - As legally designated
- 11.1.3 Lincoln's Day – As legally designated
- 11.1.4 Presidents' Day - Third Monday in February
- 11.1.5 Spring Vacation Day - Friday of the week of Spring Recess
- 11.1.6 Memorial Day - Last Monday in May
- 11.1.7 Independence Day - July 4
- 11.1.8 Labor Day - First Monday in September
- 11.1.9 Veterans' Day - November 11
- 11.1.10 Thanksgiving Day - Thursday proclaimed by the President and the following Friday.
- 11.1.11 Christmas Eve - December 24
- 11.1.12 Christmas Day - December 25
- 11.1.13 Day after Christmas - December 26
- 11.1.14 New Year's Eve - December 31
- 11.1.15 Floating Holiday:

One (1) additional holiday designated as a floating holiday shall be granted to employees in the bargaining unit on a date to be selected by the bargaining unit member with the approval of the supervisor which, if elected by the bargaining unit member, will provide for at least three (3) consecutive days off. In subsequent years of this Agreement, it will be a floating holiday unless otherwise agreed to by the parties.

### 11.2 Additional Holidays

Any day declared by the President or Governor of the state as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board shall be a paid holiday for all bargaining unit members. Such determination shall rest with the Governing Board.

- 11.2.1 Leap Year: Twelve (12) month employees, whose contract year is 260 days per year, will receive a floating holiday in the event of a leap year. The leap year floating holiday must be used in the fiscal year earned and will not accumulate.

### 11.3 Holidays on a Saturday or Sunday

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

**11.3.3** The operation of this Section shall not cause any bargaining unit member to lose any of the holidays clearly indicated in this Article.

**11.3.4** **Holiday Eligibility**

Except as otherwise provided in this Article, a bargaining unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

**11.3.4.1** Bargaining unit members who are not normally assigned to duty during the school holidays of December 24, December 25, December 26, December 31, January 1, or Spring Vacation Day, shall be paid for those holidays provided that they were in a paid status during the working day of their normal assignment immediately preceding or succeeding the holiday period.

**11.3.4.2** Bargaining unit members who are not normally assigned duty immediately before or after the July 4<sup>th</sup> holiday, and who are nonetheless in paid status on the working day immediately preceding or succeeding the July 4<sup>th</sup> holiday shall be paid for the holiday.

## ARTICLE XII: VACATION PLAN

### 12.1 Eligibility

Bargaining unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 to June 30 when completing fifty percent (50%) of the month worked.

### 12.2 Paid Vacation

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.

**12.2.1** Bargaining unit members, other than twelve (12) month employees, whose services are not required during the winter and spring recesses shall take their paid vacations at these times.

**12.2.2** All vacation time earned by bargaining unit members working less than twelve (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.

**12.2.3** The twelve (12) month YRS Food Service employees shall take their paid vacation during the winter recess.

### 12.3 Accumulation

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

**12.3.1** From the first (1<sup>st</sup>) month of service through the first (1<sup>st</sup>) year of service, vacation shall be earned and accumulated at the rate of 1.00 days of vacation for each month of service, not to exceed twelve (12) days per fiscal year.

**12.3.2** Commencing with the second (2<sup>nd</sup>) through fifth (5<sup>th</sup>) year of service, vacation shall be earned and accumulated at the rate of 1.25 days of vacation for each month of service, not to exceed fifteen (15) days per fiscal year.

**12.3.3** Commencing with the sixth (6<sup>th</sup>) through tenth (10<sup>th</sup>) year of service, vacation shall be earned at the rate of 1.50 days of vacation for each month of service, not to exceed eighteen (18) days per fiscal year.

**12.3.4** Commencing with the eleventh (11<sup>th</sup>) through the fourteenth (14<sup>th</sup>) year of service, vacation shall be earned at the rate of 1.75 days of vacation for each month of service, not to exceed twenty-one (21) days per fiscal year.

**12.3.5** Commencing with the fifteenth (15<sup>th</sup>) year of service, one additional day of vacation shall be granted and one additional day shall be accumulated for each five (5) additional years of service through the twenty-fourth (24<sup>th</sup>) year of service.

**12.3.6** Commencing with the twenty-fifth (25<sup>th</sup>) year of service, employees shall be entitled to an annual vacation of twenty-eight (28) days.

**12.3.7** **Maximum Vacation Earnings Per Year of Service**

01	Years	=	12 days
2-5	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

**12.4** **Vacation Pay:**

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

**12.5** **Vacation Pay Upon Separation:**

When a bargaining unit member separates for any reason, (s)he shall be entitled to all vacation pay earned and accumulated up to and including the effective date of separation. If a bargaining unit member has utilized vacation to cover winter and/or spring recess or for any other reason and such utilization results in a deficit vacation balance, the bargaining unit member's final pay warrant will be reduced by a sufficient amount as to reimburse the District for advanced vacation pay.

**12.6** **Vacation Postponement:**

If a bargaining unit employee's vacation becomes due during a period when (s)he is on leave due to illness or injury, (s)he may request that his/her vacation date be changed.

**12.7** Vacation time earned by bargaining unit members working twelve (12) months shall be taken before December 31<sup>st</sup> of the following fiscal year, unless carry-over is requested by the employee and is approved in writing by the Superintendent or designee. If the requested carry-over is denied, earned unused vacation time shall be compensated at the employee's regular hourly rate of pay no later than February 15<sup>th</sup>.

**12.7.1** **Exceptions to Section 12.7**

Any employee in the bargaining unit who has been employed for more than five (5) years may elect to carry over five (5) days of vacation to the second half of the following year. Any employee in the bargaining unit who has been employed for more than ten (10) years may elect to carry over ten (10) days of vacation to the second half of the following year. If a bargaining unit member does not elect to carry over the above referenced days, any unused earned vacation time shall be compensated at the bargaining unit member's regular hourly rate of pay no later than February 15<sup>th</sup>. If the bargaining unit member elects to carry over and is unable to use by June 30<sup>th</sup>, the bargaining unit member shall be compensated at bargaining unit member's regular hourly rate of pay no later than July 30<sup>th</sup>.

## **12.8 Vacation Scheduling**

- 12.8.1** Vacations shall be scheduled at the convenience of the District, and as nearly as possible at the convenience of the bargaining unit member. All summer vacation schedules shall be arranged for all bargaining unit members and reviewed with the immediate supervisor prior to June 1.
- 12.8.2** A bargaining unit member who works twelve (12) months shall request vacation five (5) days in advance. Vacation shall be scheduled at times requested by bargaining unit employee so far as practicable within the District's work requirements. Earned but unused vacation days may be taken for urgent, unforeseen circumstances upon approval by the responsible administrator.
- 12.8.3** If there is a conflict between bargaining unit members who are working on the same or similar operations as to when vacations shall be taken, the bargaining unit member with the greatest District seniority shall be given preference.
- 12.8.4** Bargaining unit members who are employed for less than a twelve (12) month work year shall take all earned vacation during the school year of accrual. Vacation shall be scheduled as follows:
- 12.8.4.1** Work days during the Christmas and spring recesses shall be utilized as vacation days.
  - 12.8.4.2** Vacation days not used to cover the Christmas and spring recess periods shall be scheduled as follows:
    - 12.8.4.2.1** The bargaining unit member will be given projected vacation entitlement at the beginning of the school year and shall submit a schedule of requested vacation dates by the end of September. If the employee fails to submit a schedule, a conference will be held with the employee and responsible administrator to attempt to schedule the projected vacation entitlement.
    - 12.8.4.2.2** The supervisor will consider the request and either approve it as submitted or schedule a conference within ten (10) working days. At the conference, the supervisor and bargaining unit member will attempt to agree on a vacation schedule. If they cannot do so, then the vacation days that can be scheduled will be and the bargaining unit member will be compensated for unused vacation at the end of the school year.
    - 12.8.4.2.3** Once scheduled, the bargaining unit member shall take the vacation except by specific, advance approval by the supervisor.

**12.8.4.2.4**      Unscheduled days may only be taken if requested at least five (5) working days in advance and approved by the supervisor except that earned vacation days may be taken for urgent, unforeseen circumstances upon approval by the responsible administrator without the five (5) day notice.

**12.8.4.2.5**      Any accrued vacation remaining at the end of the school year shall be paid at the bargaining unit member's regular hourly rate of pay.

## **12.9    Interruption of Vacation**

A bargaining unit member shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave, or sick leave requiring medical confinement, without a return to active service, provided the bargaining unit member supplies immediate notice to his/her supervisor of such interruption or termination. Vacations shall be rescheduled at times requested by bargaining unit member so far as practicable within the District's work requirements.

**12.9.1**    Verification of medical confinement shall be provided upon request.



## ARTICLE XIII: TRANSFER/PROMOTIONS

### 13.1 Definitions

#### 13.1.1 Transfer

For purposes of this Article, a "lateral transfer" shall consist of a change in work location of a bargaining unit member from one work site to another work site within the same classification, with an equal number of scheduled hours or a change in the number of scheduled hours not to exceed one (1) hour as referenced in 13.1.3 and same salary range within the District. Such a transfer does not encompass the process of assignment or reassignment of a specific position and responsibilities within the department or work location. A bargaining unit member assigned to more than one (1) work site shall be considered as being transferred only when moved from one District-wide program to another program. A transfer may be initiated by a bargaining unit member ("voluntary") or by the District ("involuntary"). Transfer shift changes made as part of a transfer shall be compensated based on the new assignment.

#### 13.1.2 Promotional Opportunities

For purposes of this Article, a "promotional opportunity" shall consist of the upgrading of a bargaining unit member from one (1) classification to a position in a classification with a higher salary range or an increase in days per year in the employee's current classification.

#### 13.1.3 Increase in Hours

For purposes of this Article, an "increase in hours" shall consist of an increase of more than one (1) hour in the employee's hours per day within the same classification within the District. Bargaining unit members applying for a vacancy which results in an increase of more than one (1) hour per day shall not be subject to the requirements of Section 13.7.

#### 13.1.4 Vacancy

For purposes of this Article, a "vacancy" is a new position, an opening arising from a resignation, retirement, or separation, or as a result of a voluntary transfer, or any position, which is not committed for purposes of leaves, unresolved involuntary transfers, or layoffs.

**13.1.4.1** The District may fill any vacancy on an interim basis for a period not to exceed sixty (60) days. Any such interim appointments shall be listed pursuant to section 13.2.1 along with the reasons for the appointment.

**13.1.4.2** A bargaining unit member may not apply for a transfer or promotion under this Agreement until permanency in his/her initial classification has been achieved.

## **13.2 General Provisions**

**13.2.1** The District will provide the Association and Stockton Delta Valley Chapter 821 with a monthly list of all positions filled by substitute or short-term employees. The list will identify the person on leave or the nature and expected duration of the short-term project. Any bargaining unit member on authorized leave or on the reemployment list may authorize an Association job steward to file on behalf of the bargaining unit member any applications or written materials required by this article.

## **13.3 Vacancy Procedures**

**13.3.1** The District shall fill all vacancies by completing procedures in the following priority order:

**13.3.1.1** The District shall recall bargaining unit members on the reemployment list as required by the provisions of Article XIV.

**13.3.1.2** The District shall complete necessary involuntary transfer.

**13.3.1.3** The District shall complete all requests for lateral transfers in accordance with Section 13.5.

## **13.4 Lateral Transfers**

**13.4.1** Notices of vacancies shall be posted simultaneously for at least ten (10) working days on the bulletin board in the District's administrative offices and at each work site during the regular school year. Advertisement of in house/outside applicants will be at the same time. In house applicants shall be processed first in accordance with Section 13.4. Such notices shall be posted as soon as the District determines that a vacancy exists and shall include the position description, location and other special requirements. A copy of the vacancy notices shall be forwarded to the Association president.

**13.4.2** The request for a lateral transfer shall be sent to the Human Resources Department. The bargaining unit member may attach any additional information to the District form that he/she desires.

**13.4.3** The District shall interview permanent bargaining unit members who request a lateral transfer. The District shall select the most qualified applicant provided the applicant's most recent evaluation on file has an overall "meets standards" rating. ("Overall" means that the Summary Evaluation is "Meets Standards"). If only one employee applicant applies for a lateral transfer, the employee and the site administrator/manager/teacher, as applicable shall meet. The lateral transfer shall be granted to that employee applicant upon mutual agreement.

**13.4.4** The District shall notify the bargaining unit member requesting transfer, in writing, of the District's acceptance or denial of the request. The District shall provide written reasons for not granting the transfer request within ten (10) working days if so requested in writing by the bargaining unit member.

**13.4.5** Only one (1) lateral transfer may be granted per bargaining unit member in any one (1) year from the date of the transfer.

## **13.5 Involuntary Transfers**

**13.5.1** An involuntary transfer may be initiated by the District and shall be based exclusively on the work-related needs of the District and will not be for disciplinary or capricious reasons. A bargaining unit member shall not have his/her assigned hours reduced, or shift changed, as a result of the District-initiated transfer, but shall be constituted only by mutual agreement with the Association and concurrence of the bargaining unit member.

### **Intent**

The above language is intended to permit the District to transfer an employee, without the employee's consent, unless the transfer would reduce the employee's hours or change his/her shift.

**13.5.2** In the event that circumstances require that a bargaining unit member be transferred on an involuntary basis, the bargaining unit member and the Association shall be informed of the reason(s) in writing prior to such action and shall be afforded an opportunity to meet with the Human Resources Department regarding the proposed transfer.

## **13.6 Promotional Opportunities:**

**13.6.1** Bargaining unit members who meet the minimum qualifications for the vacancy may submit an application to the Human Resources Department on the District form. The bargaining unit member may attach any additional information he/she so desires.

**13.6.2** If the bargaining unit member meets the minimum qualifications for the vacancy, the bargaining unit member shall be considered for an interview. Only the ten (10) most highly qualified applicants will be granted an interview. The Human Resources Department shall determine whether or not a bargaining unit member meets the minimum qualifications based upon the appropriate job description for the position. If a bargaining unit member is not selected for an interview, the District, shall within ten (10) working days, notify the employee in writing of the reasons(s) the employee was not selected for an interview.

**13.6.3** If more than four (4) applicants who are minimally qualified are current bargaining unit members, then the District will not obtain applicants from other than current bargaining unit members for any one position. In such instances, the District shall select on the basis of time in related classifications and qualifications. If four (4) or less applicants are received from the list of current employees the District may interview non-employee applicants. Selection shall be based upon qualifications.

## ARTICLE XIV: LAYOFF AND REEMPLOYMENT

**14.1** If it becomes necessary for the District to terminate the employment of any bargaining unit member because of a lack of work or lack of funds or expiration of specially funded programs, layoff procedures will be followed and a forty-five (45) calendar days notice shall be given to the bargaining unit member. The Board of Trustees will take action in public session in the form of a resolution or Board action. A termination interview with the Human Resources Department shall be scheduled during normal work hours.

**14.1.1** The termination date of a bargaining unit member will be the last actual working day.

**14.2** When the district proposes a reduction in hours for positions, the parties agree to bargain the decision and effects.

### **14.3** Layoff Procedures

**14.3.1** "Layoff" means a separation from the service of the District because of a lack of work, lack of funds, or abolishment of a position.

**14.3.2** Whenever because of lack of work or lack of funds, it becomes necessary to lay off permanent or probationary bargaining unit members, such layoffs shall be conducted in accordance with procedures set forth in Education Code 45298 and 45308. The names of bargaining unit members 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.

**14.3.3** No permanent or probationary classified bargaining unit member shall be laid off from any position while employees serving under emergency or short-term employment are retained in positions of the same class.

**14.3.4** Probationary and permanent bargaining unit members shall be notified in writing at least forty-five (45) calendar days prior to the date of layoff and the notice shall contain the reason therefore.

### **14.4** Seniority/Bumping Rights:

**14.4.1** If two (2) or more employees who are subject to layoff have equal seniority within the job classification, the determination as to who should be laid off first shall be made on the basis of the first date of paid service in the classified service (excluding any substitute time) or, if that is equal, by lot.

**14.4.2** Effective July 1, 2013, any hours of paid service in the classification, plus higher classifications in the line of promotion, shall count as seniority within the classification. Hours in paid service EXCLUDES overtime, compensatory time, etc. Seniority hours earned prior to July 1, 2013 shall remain as is. Higher classification in the line of promotion is defined as highest classification as determined by placement on the salary schedule.

**14.4.3** Seniority in higher classes shall be combined with the lower class in affording a laid off employee to bump to a lower classification in which they have gained permanence.

- 14.4.4** In situations where classification are paid at the same salary range and there is not “higher classifications,” seniority hours and bumping rights shall be applicable to the specific classification in which seniority was earned since there is no higher/lower class.
- 14.4.5** More senior employees shall be allowed to bump less senior employees within classification or in any other classification where the more senior employee has achieved permanence.
- 14.4.6** In lieu of layoff, a bargaining unit member may voluntarily consent to a reduction in hours of employment, request a voluntary demotion, or bump to an assignment or to a class or grade lower than that in which the employee has achieved permanence, in order to avoid interruption of employment by layoff.
- 14.4.7** Any bargaining unit member bumped shall have the same bumping options afforded by this rule as if his/her position had been abolished or discontinued.
- 14.4.8** For purposes of determining where a more senior employee will bump, the District agrees to afford the affected employee the one best overall option that provides for the greatest overall combination pay and/or benefits.
- 14.4.9** Any bargaining unit member 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 classification at the time of demotion.
- 14.4.10** In all cases where bargaining unit members accept demotion in lieu of layoff, their names shall be placed on reemployment lists for the classes from which they were demoted.

## **14.5 Reemployment Rights**

- 14.5.1** Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty nine (39) months.
- 14.5.2** Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty four (24) months provided that the same test of fitness under which they qualified for appointment to the class shall still apply.
- 14.5.3** Bargaining unit members who take voluntary demotions or voluntary reduction in assigned time in lieu of layoff shall be at the option of the bargaining unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but, if there is a valid reemployment list they shall be ranked on that list, in accordance with their proper seniority.
- 14.5.4** A bargaining unit member on a reemployment list may decline three (3) offers if reemployment in the former class and status. After the third (3<sup>rd</sup>) refusal, no additional offers need be made and the bargaining unit member shall be considered unavailable.

- 14.5.5** Refusal of an offer of short-term or limited part-time employment, shall not affect the standing of any bargaining unit member on a layoff list.
- 14.5.6** Bargaining unit members on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.
- 14.5.7** Any Association member who is subject to layoff for lack of work or lack of funds and who elects service retirement from the Public Employee Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that the retirement was in lieu of layoff for lack of work or funds.

If the bargaining unit member is subsequently subject to reemployment and accepts in writing, within five (5) days, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed the request for reinstatement from retirement.

## ARTICLE XV: LEAVES

### 15.1 Bereavement Leave

Bargaining unit members shall be granted leave with full pay in the event of the death of any member of the bargaining unit member's immediate family or his/her spouse's immediate family. The leave shall be for a period of three (3) days if the death or funeral takes place in the state, and five (5) days if the death or funeral takes place out of state. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, foster parent, step-parent, step-son, step-daughter, foster son, foster daughter, aunt, uncle or any relative living in the immediate household of the bargaining unit member.

**15.1.1** The District will provide bereavement leave during the work day for bargaining unit members to attend a memorial service or funeral for a deceased staff member within the bargaining unit members' same department. This leave shall extend for the time necessary to attend such service in the local area as long as it is within Stockton City limits.

**15.1.2** Bargaining unit members shall be granted leave with full pay in the event of the death of any member of the bargaining unit member's immediate family. Three (3) days of such leave will be granted when travel does not exceed 250 miles one way or five (5) days if travel exceeds 250 miles one way. The five (5) days of bereavement leave is granted only if the bargaining unit member travels at least 250 miles one way to attend the funeral.

### 15.2 Military Leave

A bargaining unit member 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.

### 15.3 Sick Leave

Bargaining unit members shall be granted one (1) day of sick leave credit for each calendar month in which they perform assigned duties for more than fifty percent (50%) of the regular work days in the month.

**15.3.1** 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 the transferring employee pursuant to law. The unused credit at retirement age will count as service credit for retirement purposes.

**15.3.2** 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.

**15.3.3** At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each bargaining unit member. 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 bargaining unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

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

## **15.4 Industrial Accident And Illness Leave**

A bargaining unit member suffering an injury or illness arising out of employment shall be entitled to a leave up to sixty (60) 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 (24) hours of the injury or illness.

**15.4.1** When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

**15.4.2** Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the state, exceed the normal salary.

**15.4.3** 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, a bargaining unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of 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.

**15.4.3.1** During all fully paid leaves of industrial accident or illness, the bargaining unit member shall endorse to the District any wage loss benefit checks received under the Worker's Compensation Laws of this state.

**15.4.4** Any time a bargaining unit member on industrial accident or illness leave is able to return to work (s)he shall be reinstated in his/her position without loss of pay or benefits.

## **15.5 Break in Service**

No absence under any paid leave provision of this article shall be considered as a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence.

**15.5.1** No period of unpaid absence of less than one hundred-twenty (120) calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.

**15.5.2** All time during which an individual is on an approved unpaid leave or on a thirty-nine (39) month reemployment list due to layoff shall not constitute a break in service. During such time, the bargaining unit member will not accrue vacation, sick leave, holidays, or other leave benefits.



**15.5.2.1** If at the conclusion of all leaves of absence, paid or unpaid, the bargaining unit member is still 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. At any time, during the prescribed thirty-nine (39) months, the bargaining unit member is able to assume the duties of his/her position (s)he shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Education Code Section 45298 in which case(s)he shall be ranked according to his proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and (s)he shall be fully restored as a permanent bargaining unit member.

## **15.6 Personal Necessity Leave**

Seven (7) days of the annually accrued sick leave under Section 15.3 of this Article may be used by the employee, in cases of personal necessity on the following basis:

- 15.6.1** The death of a member of the bargaining unit member's immediate family when additional leave is required beyond that provided in Section 15.1 of this Article.
- 15.6.2** Employee illness or care for illness of immediate family member; accident or unit member or family member; personal property or that of his/her immediate family.
- 15.6.3** One (1) day in each school year, which is to be included as a part of the seven (7) days as shown above, may be used for any personal business reason except recreation or employment by another person. A bargaining unit member must request the use of this discretionary sick leave day in advance in writing from the site administrator.
- 15.6.4** Appearance in any court or before any administrative tribunal as a litigant or party. Such other reasons approved by the District.

## **15.7 Emergency Leave**

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 bargaining unit member'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 seventy-two (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.

## **15.8 Child-rearing Leave**

A bargaining unit member who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum leave of six (6) months and may be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence.

### **15.9 Adoption and Bonding Leave**

The parties agree to Bonding leave provisions contained in Education Code section 45196.1

### **15.10 Dependent Leave**

A bargaining unit member 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 bargaining unit member for care.

### **15.11 General Leave**

An unpaid leave of absence may be granted to a permanent bargaining unit member at any time upon terms acceptable to the District. Leave under this section, shall not be granted for purposes of study, retraining, or to try other employment. Day to day leave granted under this section requires prior approval of the site/department administrator. Leaves of ten (10) days or more granted under this section requires prior approval of the site/department administrator, the Human Resources Department, and may require Board approval.

### **15.12 Verification of Illness**

The District may request verification of illness any time the District has a reasonable basis to believe that the sick leave has been abused. Such verification, which is at the District Human Resources Department's discretion, may consist of written affidavit or a physician's statement when appropriate.

### **15.13 Judicial Leave**

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 through the connivance or misconduct of the bargaining unit member. The bargaining unit member will be paid the regular salary less the amount received for witness fees, mileage expense excepted.

### **15.14 Failure to Return**

Failure to return to the District after the expiration of an approved leave shall subject bargaining unit members to disciplinary action.

### **15.15 Extended Illness Leave**

When a bargaining unit member is absent from his/her duties on account of illness or accident, for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the bargaining unit member, the amount deducted from the salary due him/her for any month in which the absence occurs shall be the lower of either the sum which is actually paid a substitute employee or Step "A" of the absent bargaining unit member's salary class. Entitlement to sick leave provisions under this Section, if any, shall be considered "entitlement to other sick leave" for the purposes of computing benefits under the provisions of Section 45192 of the Education Code if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, vacation, or other available paid leave has been exhausted.

## **15.16 Doctor's Note**

In absences of five (5) days or more, the employee will provide a doctor's note upon return. If an employee is admitted to a hospital or other medical facility for any length of time s/he will provide a doctor's note upon return releasing the employee back to duty.

## **15.17 Jury Duty**

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. Any mileage allowance provided the employee for jury duty shall not be included in the amount received for jury duty.

## **15.18 Civic/Community Offices**

The District may grant paid or unpaid leaves of absence to bargaining unit members desirous of voluntarily participating in civic or community activities. Such leave requires prior approval of the District even if absence is to be day to day. Activities subject to this provision include, but are not limited to, elected office, state, county, or, city commission appointments, and Grand Jury appointments.

## **15.19 Catastrophic Leave Program**

The Association and the District agree to create a catastrophic leave bank to provide additional sick leave benefits for enrolled members.

**15.19.1 Purpose:** To provide additional paid sick leave benefits for permanent employees who suffer a catastrophic long-term illness or injury, which incapacitates the bargaining unit member or an immediate family member as defined by the collective bargaining agreement.

**15.19.2 Definition:** "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time; or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off, i.e., vacation, floating holiday, comp time or any other accrued time.

**15.19.3 Eligibility:** In order to be eligible to participate in the Catastrophic Leave Program, the following must apply:

**15.19.3.1** A bargaining unit member must have exhausted all of his/her accrued sick leave, vacation and compensatory time and continue to be absent on account of catastrophic illness or injury.

**15.19.3.2** The bargaining unit member must request the leave in writing to Risk Management and must provide verification from a physician of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.

- 15.19.3.3** Participation in the program is voluntary, but the bargaining unit member must have previously become a member of the Catastrophic Leave Program through donation (in accordance with section 15.19.3 below) in order to be eligible to receive its benefits.
- 15.19.3.4** Newly hired bargaining unit members shall not be eligible to participate in the Catastrophic Leave Program, until the completion of their probationary period. Such employee shall have thirty (30) days following the completion of their probationary period to enroll in the Catastrophic Leave Program.
- 15.19.3.5** The benefits of this program are limited to a maximum of sixty-five (65) working days per catastrophic illness or injury. Such leave will be at the bargaining unit member's regular salary. Employee's benefits and employment status shall remain in full effect during this sixty-five (65) day period. Upon review of the committee allocations may be approved for maximum of a twenty (20) work day increment. Employee will be required to provide an updated physician statement certifying continued need to remain under program.
- 15.19.3.6** The benefits of this program are limited to one (1) occurrence per fiscal year.
- 15.19.3.7** Absence for any purpose not enumerated shall be deemed to be an unauthorized leave. No employee shall receive compensation for unauthorized leave.

## **15.20 Donations and Utilization**

To donate to the Catastrophic Leave Program, bargaining unit employees must:

- 15.20.1** New Hires: Are eligible to enroll at any time for up to thirty (30) days after the date of "permanency" by authorizing a two (2) day deduction of sick leave to be made to the catastrophic leave bank.

Following the initial donation, an annual deduction of one (1) day of accrued sick leave will be withdrawn from each participating member's sick leave balance on July 1. Such day shall be at the bargaining unit member's regular scheduled hours. For example, if an employee regularly works eight (8) hours a day, the donation will be eight hours. If the employee regularly works three (3) hours a day, the donation will be three (3) hours.

- 15.20.2** A member wishing to withdraw must provide written notice of intent before June 30<sup>th</sup> of the fiscal year to be effective for the following fiscal year. Such member is prohibited from enrollment in the program for two (2) years thereafter.

Any member not enrolled in the program may enroll during the annual "open" enrollment period of September 15 – October 15. CSEA and the District may meet and negotiate to approve other open enrollment periods or provisions other than contained above.

- 15.20.3** A member must have at least five (5) days of accrued sick leave after donation. A member shall be able to donate more than the annual donation for participation.

**15.20.4** In the event that the catastrophic leave bank falls below seven hundred-fifty (750) hours, the Association can request additional donations on behalf of a qualified bargaining unit employee. Such donations shall be irrevocable and if not used, remain in the catastrophic leave bank.

**15.21 Committee**

A two (2) member committee comprised of the Association Chapter President or designee and a representative from the classification of the member making the request.

**15.21.1** 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.

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

**15.22 Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA)**

The District will comply with Federal law pursuant to the Family Medical Leave Act of 1993 (FMLA) and State law pursuant to the California Family Rights Act of 1993 (CFRA).

## **ARTICLE XVI: LEAVE OF ABSENCE FOR RETRAINING AND EDUCATION**

- 16.1** A leave of absence for retraining and education may be granted to any bargaining unit member upon written verification of participation in a program.
- 16.2** Such leave of absence may be taken in separate six (6) month periods or in any other appropriate period rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 16.3** Study leave cannot be granted to an individual who has not served at least three (3) consecutive years within the District immediately preceding granting of the leave.
- 16.4** No more than one study leave of absence shall be granted in each three (3) year period.
- 16.5** Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
- 16.6** No more than one retraining leave of absence shall be granted in each three (3) year period.
- 16.7** The District shall prescribe standards of service that entitle the bargaining unit member to the leave of absence.
- 16.8** Any leave of absence granted under this policy shall not be deemed a break in service for any purpose except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this type of leave, nor shall the bargaining unit member earn vacation pay, sick leave, holiday pay, or other benefits provided under this agreement.

## ARTICLE XVII: DISCIPLINARY PROCEDURES

### 17.1 For Just Cause Discipline:

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

### 17.2 Cause For Suspension Or Termination Cause For Discipline Shall Include:

- a) Incompetency or inefficiency;
- b) Excessive absence and/or repeated tardiness without authority or sufficient reason;
- 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) Persistent 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, pupils, or employees of the District;
- 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) For bargaining unit members who drive a vehicle in the regular course of their employment:
  - (1) Failure to maintain a good business driving record
  - (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;
- n) Neglect of duty;
- o) Intentional misrepresentation or concealment of any fact in connection with obtaining employment;
- p) Willful damage to public property, excessive waste of public supplies or equipment, or excessive carelessness with District property or funds;
- q) 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.

## **17.3 Procedure For Suspension, Demotion or Termination:**

### **17.3.1 Preliminary Written Notice**

- 17.3.1.1** A permanent bargaining unit member shall receive a preliminary written notice of any proposed suspension without pay, demotion or termination. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.
- 17.3.1.2** Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.
- 17.3.1.3** The bargaining unit member 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's designee shall not have conducted the investigation or have made the initial recommendation for disciplinary action. 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.

### **17.3.2 Notice Of Suspension Or Dismissal**

- 17.3.2.1** A permanent bargaining unit member who is suspended without pay, demoted 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 bargaining unit member, unless specified otherwise by the District.
- 17.3.2.2** 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 bargaining unit member, and said notice shall be accompanied by a paper, the signing and filing of which with the superintendent or 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. No more than twenty (20) working days after submitting a demand for hearing, the employee, through his/her representative, shall select an arbitrator from the list provided by the District as set forth in section 17.3.5.1. Failure to select an arbitrator within twenty (20) working days after receipt of the list shall constitute withdrawal of the appeal.
- 17.3.2.3** In lieu of a suspension or demotion, the District and the Association may mutually agree to a reduction in salary as a method of discipline. Such reduction in salary shall not be more than a one-step reduction on the salary schedule, and no more than a three (3) month period of time.



### **17.3.3 Administrative Leave**

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

### **17.3.4 Sex Or Narcotics Offenses**

#### **Compulsory Leave**

Any bargaining unit member 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.

### **17.3.5 Appeal Procedure**

#### **17.3.5.1 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. The term "Hearing Officer" shall mean any person who is selected by the bargaining unit member and the Association from a list of five (5) arbitrators provided by the district.

#### **17.3.5.2 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.

#### **17.3.5.3 Rights of Employee**

The bargaining unit member shall attend any hearing, unless excused by the Governing Board or the Hearing Officer, and shall be entitled to:

- a) be represented by counsel 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 bargaining unit member;
- d) cross-examine all witnesses;
- e) present such evidence Hearing Authority deems necessary;
- f) argue the case.

#### **17.3.5.4 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.

**17.3.5.5**      **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 bargaining unit member, all persons not having a direct interest in the hearing may be excluded.

**17.3.5.6**      **Burden of Proof**

The burden of proof shall be upon the party attempting to substantiate the charges.

**17.3.5.7**      **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 conclusions, 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.

**17.3.5.8**      **Report Of Hearings**

Hearings may be conducted without stenographic reporter or electronic recording machine unless the bargaining unit member 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.

**17.3.5.9**      **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.

**17.3.5.10**      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 forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

## ARTICLE XVIII: GRIEVANCE PROCEDURE

### 18.1 Definition

A grievant is either a bargaining unit member directly affected by the dispute or the Association on behalf of a bargaining unit member or group of reasonably identifiable bargaining unit members who otherwise qualify as a grievant.

### 18.2 Preliminary Step - Solution of Potential Grievance

Prior to the utilization of the grievance procedure, the bargaining unit member must discuss any problem in an informal conference with his/her immediate supervisor and/or responsible administrator. This shall be arranged by the supervisor and/or the responsible administrator at a mutually convenient time. Other persons may be present at the request of the bargaining unit member.

### 18.3 Grievance Procedure

#### 18.3.1 Level I

In the event the matter is not resolved at the informal conference, the bargaining unit member may present a grievance in writing to the administrator with immediate administrative responsibility for the position to which the bargaining unit member is assigned.

**18.3.1.1** If presented in writing, the grievance shall be on the form provided by the District. All pertinent information should be supplied.

**18.3.1.2** The written grievance shall be presented within forty-five (45) calendar days after the bargaining unit member knows or should reasonably have known of the occurrence which gives rise to the dispute.

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

**18.3.1.4** If a conference is requested, such conference shall be held within ten (10) 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 ten (10) working days of the conference or fifteen (15) working days after receipt, whichever is later.

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

#### 18.3.2 Level II

If satisfactory settlement cannot be obtained at Level I, the grievant may appeal the decision on the form provided by the District to the Superintendent's office or designee within ten (10) working days after receiving the Level I answer.

- 18.3.2.1 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.
- 18.3.2.2 The Superintendent of Schools or the authorized designee may present an answer to the grievant in writing within fifteen (15) working days after the date of the conference.
- 18.3.2.3 If no answer is received at Level II within the time limit established, the grievant may request that the Association pursue the matter to Level III.

**18.3.3 Level III: Mediation**

- 18.3.3.1 If the aggrieved person is not satisfied with the Level II 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.
- 18.3.3.2 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.
- 18.3.3.3 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.
- 18.3.3.4 The mediator shall not make written or public recommendations relative to the grievance.
- 18.3.3.5 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.

**18.3.4 Level IV - Arbitration**

- 18.3.4.1 The arbitrator shall be selected from a list to be provided by 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.

- 18.3.4.2** The arbitrator so selected shall hold hearings and shall issue findings, which shall be binding on both parties not later than thirty (30) working days from the date of the close of the hearings or, if oral hearings have been waived, then, from the date the final statements have been submitted to the arbitrator.
- 18.3.4.3** The arbitrator's recommendation shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted unless agreed to by the parties.
- 18.3.4.4** The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which violates the terms of this agreement or which adds to, subtracts from, or modifies any of its terms.
- 18.3.4.5** The cost of any arbitrator including any transcripts will be mutually borne by the parties.

## **18.5 General Provisions**

- 18.5.1** The grievant must be personally present at each level of the grievance procedure.
- 18.5.2** 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.
- 18.5.3** 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.
- 18.5.4** The date of receipt of each writing required pursuant to this procedure shall be determined as follows:
  - 18.5.4.1** The date 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/her last known home address.
  - 18.5.4.2** 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.
- 18.5.5** The presence of advisors may be requested at any stage of the procedure by the administrator hearing the grievance or the grievant.
- 18.5.6** 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.
- 18.5.7** 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.
- 18.5.8** The parties can agree to suspend any time lines during the summer or off track time periods.
- 18.5.9** 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.

- 18.5.10** Resolution of an individual grievance shall be deemed to rectify the grievance only and shall not necessarily be deemed as establishing precedent.
- 18.5.11** Disposition of grievances shall not be used in the evaluation of bargaining unit members. A grievant may terminate a grievance at any time.
- 18.5.12** Materials utilized in this procedure which were contained in a bargaining unit member's personnel file shall be returned to said file without indication or notation of its use herein.
- 18.5.13** The grievance procedure as presented in this article must be utilized unless portions are waived by consent of the parties.
- 18.5.14** Group grievances may be filed if each grievance involves the same contract provision(s) and the grievance involves the same or related facts and conditions. Group grievances that involve bargaining unit members with different immediate supervisors may be filed at Level II.
- 18.5.15** The District and bargaining unit members will annually hold a training session for Job Stewards and selected managers on the grievance procedures and process.

## ARTICLE XIX: WORKING CONDITIONS

### 19.1 Licenses:

Bargaining unit members whose initial employment and continued employment require a specific license are required to maintain a valid license at their own expense and on their own time. When a new licensing requirement is imposed by law, the District will pay the additional cost of this new requirement only for current employees on a one time basis.

### 19.2 First Aid And CPR Certificates:

New employees and employees promoted to positions requiring First Aid and CPR certificates will have six (6) months to obtain valid certificates, at their own expense with no release time provided.

### 19.3 Compensation For Required Training:

An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue employment in a position as directed by the District shall receive compensation as follows:

**19.3.1** When the training occurs during the employee's regularly 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.

**19.3.2** When the training occurs at any time other than during the employee's regularly assigned working hours, the employee shall be paid in accordance with the Hours and Overtime provisions of this Agreement.

## **ARTICLE XX: SAFETY CONDITIONS OF EMPLOYMENT**

- 20.1** The District and the Association shall cooperate in establishing a safety training program and maintaining safe and healthful working conditions for bargaining unit members. The District shall not require bargaining unit members to be subjected to unsafe conditions. Should a bargaining unit member feel that an unsafe or unhealthy condition exists, the bargaining unit member shall inform the supervisor and/or principal. The supervisor and/or principal 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. The parties recognize the need to work cooperatively in correcting unsafe conditions.
- 20.2** The District, shall provide safety equipment to Association members where required.



## ARTICLE XXI: CONTRACTING AND BARGAINING UNIT WORK

*“The District shall establish a Facilities and Grounds Employee Relations Committee for the purpose of addressing District concerns regarding the manner in which Article 21 is currently implemented.*”

- 21.1** Restriction on Contracting Out/Volunteers: During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed by bargaining unit members except in accordance with this Agreement unless negotiated with the Association in accordance with law.

### **Intent**

*“It is the intent of the parties that; 1) Force Act Contracts; 2) Purchase Contracts, which include labor installation, assembly or warranty and; 3) Contracts for work where all unit members in the affected classification, pursuant to Article 21.3(c) have declined overtime will not be subject to a request to bargain.”*

### **21.2 Notice to the Association**

The District shall notify, using the approved form, the appropriate chief job steward and the Chapter President ten (10) days prior to authorizing any outside contracting. The notification from the District will be substantially complete and will include relevant and necessary information. This in no manner waives the Association’s rights under section 21.1. If the Association desires to negotiate it will make such request within five (5) working days of receipt of the notification.

### **21.3 District and The Association Obligations**

Normally, work to be contracted out will fall into the following categories and will create the following obligations on behalf of the parties:

- a) Contracts for work that is required to be performed by outside contractors by law (pursuant to the Force Act). In such instances, the District will notify, as described in Article 21.2, the Association of the desire of the District to contract out. Emergency contracts awarded pursuant to Public Contract 20113 are exempt from this requirement.
- b) Volunteer projects are those projects proposed to be done by volunteer labor from the school or local community. If such a project is contemplated, the District will notify, as described in Article 21.2, the Association of the desire of the District to permit such a project and provide details on the project and how the District intends to oversee and support the work by an appropriate District employee.
- c) Projects contracted out due to inability or inappropriateness of using District staff due to workload, additional skills needed or additional equipment needed. If such a project is contemplated, the notification will contain a full description of the work.

## ARTICLE XXII: SEVERABILITY

### 22.1 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.

### 22.2 Replacement for Severed Provision

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet within thirty (30) days after such determination for the purpose of arriving at a satisfactory replacement for such article or section.

**ARTICLE XXIII: RELATIONSHIP OF AGREEMENT  
TO BARGAINING OBLIGATION**

- 23.1** It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiations.
- 23.2** During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, 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 XXIV: MANAGEMENT RIGHTS

- 24.1** 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 are the exclusive right to: determine its organization; direct the work of its bargaining unit members; determine the times and hours of operation; determine the type and level of services to be provided and the method 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 type of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; and determine the methods of raising revenue. In addition, the district retains the right to hire, assign, classify, evaluate, promote, layoff, terminate, and discipline employees.
- 24.2** The exercise of the foregoing 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 the law.

**24.3** **Professional Attire**

The District believes that since classified staff serve as role models, they should maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Professional attire shall be established by each individual school site and/or department.

**Intent**

The intent of this article is not to tell individual employees what to wear but is designed to deal with situations of inappropriate attire. Even though it is a management prerogative to establish dress codes, the District does not waive this right. Dress standards established by sites or departments will occur after consultation with each respective site or department. Should bargaining unit members have concerns regarding the administration of the article, such concerns shall be addressed through the grievance procedures in this collective bargaining agreement.

This article section does not apply to bargaining unit members who wear uniforms.

## ARTICLE XXV: NO STRIKE/NO LOCKOUT

**25.1** During the term of this Agreement, the Association agrees not to engage in a strike, work stoppage, slowdown, or picketing in furtherance thereof. During the term of this agreement, the District agrees not to engage in a lockout.

**ARTICLE XXVII: DURATION OF AGREEMENT**

**26.1** This Agreement shall be effective from July 1, 2016 through June 30, 2019.

# APPENDICES

# Appendix A



Stockton Unified School District  
 CSEA 821 Unit Salary Schedule  
 Effective Date: 07/01/2017 \*

TITLE	RANGE	STEP					
		A	B	C	D	E	
FOOD SERVICE ASSISTANT 1	20	^Monthly	2,050	2,155	2,262	2,372	2,493
		Hourly	11.83	12.43	13.05	13.68	14.38
	21	^Monthly	2,099	2,207	2,318	2,436	2,558
		Hourly	12.11	12.73	13.37	14.05	14.76
FOOD SERVICE ASSISTANT 2 FOOD SERVICE ASST WALTON	22	^Monthly	2,155	2,262	2,372	2,493	2,622
		Hourly	12.43	13.05	13.68	14.38	15.13
SNACK BAR OPERATOR	23	^Monthly	2,207	2,318	2,436	2,558	2,682
		Hourly	12.73	13.37	14.05	14.76	15.47
FOOD SERVICE ASSISTANT 3	24	^Monthly	2,262	2,372	2,493	2,622	2,747
		Hourly	13.05	13.68	14.38	15.13	15.85
CAMPUS SAFETY ASSISTANT FILE CLERK OFFICE ASSISTANT PRINT SERVICES TECHNICIAN READER	25	^Monthly	2,318	2,436	2,558	2,682	2,819
		Hourly	13.37	14.05	14.76	15.47	16.26
	26	^Monthly	2,372	2,493	2,622	2,747	2,888
		Hourly	13.68	14.38	15.13	15.85	16.66

\*Base salary amounts increased 3.5% retroactive 7/1/2017  
 Base salary amounts increased 4% to 7/1/2016 (effective 7/1/2017)  
 ^Based on 8 hour 260 workday calendar

Stockton Unified School District  
 CSEA 821 Unit Salary Schedule  
 Effective Date: 07/01/2017 \*

TITLE	RANGE	STEP					
		A	B	C	D	E	
	27	^Monthly	2,436	2,558	2,682	2,819	2,956
		Hourly	14.05	14.76	15.47	16.26	17.05
	28	^Monthly	2,493	2,622	2,747	2,888	3,031
		Hourly	14.38	15.13	15.85	16.66	17.49
SENIOR OFFICE ASSISTANT	29	^Monthly	2,558	2,682	2,819	2,956	3,107
		Hourly	14.76	15.47	16.26	17.05	17.93
	30	^Monthly	2,622	2,747	2,888	3,031	3,183
		Hourly	15.13	15.85	16.66	17.49	18.36
ASST PRINCIPAL SECRETARY LIBRARY MEDIA ASSISTANT TEXT BOOK ASSISTANT	31	^Monthly	2,682	2,819	2,956	3,107	3,261
		Hourly	15.47	16.26	17.05	17.93	18.81
	32	^Monthly	2,747	2,888	3,031	3,183	3,344
		Hourly	15.85	16.66	17.49	18.36	19.29
ATTENDANCE TECHNICIAN CUSTODIAN DELIVERY DRIVER LEAD FOOD SERVICE 2 LEAD FOOD SERVICE WALTON REGISTRAR SCHOOL SUPPORT TECHNICIAN	33	^Monthly	2,819	2,956	3,107	3,261	3,427
		Hourly	16.26	17.05	17.93	18.81	19.77
ACCOUNTING ASSISTANT 2 PARENT INVOLVEMENT SPEC WALTON CUSTODIAN	34	^Monthly	2,888	3,031	3,183	3,344	3,509
		Hourly	16.66	17.49	18.36	19.29	20.24

\*Base salary amounts increased 3.5% retroactive 7/1/2017  
 Base salary amounts increased 4% to 7/1/2016 (effective 7/1/2017)  
 ^Based on 8 hour 260 workday calendar

Print Date: 1/31/2018  
 Page 2 of 8

**Stockton Unified School District**

**CSEA 821 Unit Salary Schedule**

Effective Date: 07/01/2017 \*

TITLE	RANGE	STEP					
		A	B	C	D	E	
EQUIPMENT SERVICE WORKER FOOD SERVICE TECHNICIAN STUDENT DATA TECHNICIAN	35	^Monthly	2,956	3,107	3,261	3,427	3,597
		Hourly	17.05	17.93	18.81	19.77	20.75
ADMINISTRATIVE ASSISTANT HEAD CUSTODIAN 1 PURCHASING TECHNICIAN	36	^Monthly	3,031	3,183	3,344	3,509	3,684
		Hourly	17.49	18.36	19.29	20.24	21.25
EARLY INTERVENTION TECHNICIAN GUIDANCE TECHNICIAN HEAD CUSTODIAN 2 LEAD CUSTODIAN 2 LEAD CUSTODIAN WALTON SENIOR REGISTRAR SP ED VOC TECH WAREHOUSE WORKER	37	*Monthly	3,107	3,261	3,427	3,597	3,776
		Hourly	17.93	18.81	19.77	20.75	21.78
CAMPUS SECURITY MONITOR GRAPHIC ARTIST ASSISTANT LEAD FOOD SERVICE 3 MAINTENANCE CUSTODIAN I OPERATIONS ASSISTANT PAYROLL TECHNICIAN	38	^Monthly	3,183	3,344	3,509	3,684	3,867
		Hourly	18.36	19.29	20.24	21.25	22.31
COMPUTER OPERATOR HEAD CUSTODIAN 3 LANDSCAPE SPECIALIST MAINTENANCE CUSTODIAN II RESEARCH EVALUATION TECHNICIAN	39	^Monthly	3,261	3,427	3,597	3,776	3,964
		Hourly	18.81	19.77	20.75	21.78	22.87
HEALTH CARE ASSISTANT PEST CONTROL TECHNICIAN REPROGRAPHIC TECHNICIAN SCHOOL ADMINISTRATIVE ASST 1 SENIOR SPEC ED TECHNICIAN SWIMMING POOL TECHNICIAN	40	^Monthly	3,344	3,509	3,684	3,867	4,062
		Hourly	19.29	20.24	21.25	22.31	23.43

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 ^Based on 8 hour 260 workday calendar

Stockton Unified School District  
 CSEA 821 Unit Salary Schedule  
 Effective Date: 07/01/2017 \*

TITLE	RANGE	STEP					
		A	B	C	D	E	
HEAD CUSTODIAN 4 HIGH SCHOOL SECRETARY LEAD WAREHOUSE WORKER MAINTENANCE UTILITY WORKER I SENIOR ADMINISTRATIVE ASST	41	^Monthly	3,427	3,597	3,776	3,964	4,161
		Hourly	19.77	20.75	21.78	22.87	24.01
COMPUTER SUPPORT TECHNICIAN CUSTODIAL EQUIPMENT SRV WRKR	42	^Monthly	3,509	3,684	3,867	4,062	4,264
		Hourly	20.24	21.25	22.31	23.43	24.60
MAINTENANCE UTILITY WORKER II	43	^Monthly	3,597	3,776	3,964	4,161	4,373
		Hourly	20.75	21.78	22.87	24.01	25.23
DATA PROCESSING TECHNICIAN SOFTWARE SUPPORT DATA PRO TECH	44	^Monthly	3,684	3,867	4,062	4,264	4,477
		Hourly	21.25	22.31	23.43	24.60	25.83
	45	^Monthly	3,776	3,964	4,161	4,373	4,587
		Hourly	21.78	22.87	24.01	25.23	26.46
ACCOUNTING TECHNICIAN FOOD SERVICE ACCOUNT SPEC	46	^Monthly	3,867	4,062	4,264	4,477	4,699
		Hourly	22.31	23.43	24.60	25.83	27.11

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Stockton Unified School District  
 CSEA 821 Unit Salary Schedule  
 Effective Date: 07/01/2017 \*

TITLE	RANGE	STEP					
		A	B	C	D	E	
BUYER CWA TRUANCY OUTREACH SPECIAL HEAVY EQUIPMENT OPERATOR IRRIGATION SPECIALIST MECHANIC PROPERTY CONTL/REC TECH SENIOR PAYROLL TECHNICIAN TRANSLATOR/INTERP SPECIALIST	47	*Monthly	3,964	4,161	4,373	4,587	4,818
		Hourly	22.87	24.01	25.23	26.46	27.80
ACCOUNTANT AV ELECTRONICS TECHNICIAN CEMENT FINISHER FENCING SPECIALIST	48	^Monthly	4,062	4,264	4,477	4,699	4,935
		Hourly	23.43	24.60	25.83	27.11	28.47
LEAD MECHANIC	49	^Monthly	4,161	4,373	4,587	4,818	5,061
		Hourly	24.01	25.23	26.46	27.80	29.20
GLAZIER HLTHY START PROG COORDINATOR LICENSED VOCATIONAL NURSE LOCKSMITH PAINTER PROGRAM TECHNICIAN ROOFER SENIOR BUYER SR RESEARCH EVALUATION TECH WELDER/FABRICATOR	50	*Monthly	4,264	4,477	4,699	4,935	5,185
		Hourly	24.60	25.83	27.11	28.47	29.91
ALARM TECHNICIAN	51	^Monthly	4,373	4,587	4,818	5,061	5,311
		Hourly	25.23	26.46	27.80	29.20	30.64

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Stockton Unified School District  
 CSEA 821 Unit Salary Schedule  
 Effective Date: 07/01/2017 \*

TITLE	RANGE	STEP					
		A	B	C	D	E	
CARPENTER HAZMAT TECHNICIAN	52	^Monthly	4,477	4,699	4,935	5,185	5,441
		Hourly	25.83	27.11	28.47	29.91	31.39
	53	^Monthly	4,587	4,818	5,061	5,311	5,578
		Hourly	26.46	27.80	29.20	30.64	32.18
PARENT LIAISON PLUMBER	54	^Monthly	4,699	4,935	5,185	5,441	5,713
		Hourly	27.11	28.47	29.91	31.39	32.96
GRAPHIC ARTIST	55	^Monthly	4,818	5,061	5,311	5,578	5,857
		Hourly	27.80	29.20	30.64	32.18	33.79
ENERGY MGT CONTROL PROGRAMMER HVAC & REFRIGRATION TECH	56	^Monthly	4,935	5,185	5,441	5,713	6,001
		Hourly	28.47	29.91	31.39	32.96	34.62
ENGINEERING TECHNICIAN FACILITIES PLANNING TECHNICIAN NETWORK SUPPORT TECHNICIAN SENIOR RESEARCH ANALYST WEBMASTER	57	^Monthly	5,061	5,311	5,578	5,857	6,149
		Hourly	29.20	30.64	32.18	33.79	35.48
ELECTRICIAN	58	^Monthly	5,185	5,441	5,713	6,001	6,300
		Hourly	29.91	31.39	32.96	34.62	36.35
LEAD CMPTR NETWRKNG SUPP TECH	59	^Monthly	5,311	5,578	5,857	6,149	6,455
		Hourly	30.64	32.18	33.79	35.48	37.24

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 ^Based on 8 hour 260 workday calendar

Print Date: 1/31/2018  
 Page 6 of 8

Stockton Unified School District  
 CSEA 821 Unit Salary Schedule  
 Effective Date: 07/01/2017 \*

TITLE	RANGE	STEP					
		A	B	C	D	E	
DATABASE APPLICATIONS ANALYST ENVIRONMENTAL COMPLIANCE TECH SOCIAL WORK ASSISTANT	60	^Monthly	5,441	5,713	6,001	6,300	6,614
		Hourly	31.39	32.96	34.62	36.35	38.16
	61	^Monthly	5,578	5,857	6,149	6,455	6,780
		Hourly	32.18	33.79	35.48	37.24	39.12
SOCIAL SERVICES CASE MANAGER SOCIAL SRVCS CASE MNGR CHLD DV SOCIAL SRVCS CASE MNGR SSS STUDENT SRVS DATA ANALYST	62	^Monthly	5,713	6,001	6,300	6,614	6,946
		Hourly	32.96	34.62	36.35	38.16	40.07
DATABASE ADMINISTRATOR NETWORK ADMINISTRATOR SYSTEMS ADMINISTRATOR	63	^Monthly	5,857	6,149	6,455	6,780	7,122
		Hourly	33.79	35.48	37.24	39.12	41.09

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 ^Based on 8 hour 260 workday calendar

Stockton Unified School District  
CSEA 821 Unit Salary Schedule  
Effective Date: 07/01/2017 \*

**LONGEVITY:**

Commencement of the 10th year of service: \$98.57 a month  
Commencement of the 15th year of service: \$115.38 a month  
Commencement of the 20th year of service: \$191.43 a month  
Commencement of the 25th year of service: \$201.87 a month  
Commencement of the 30th year of service: \$435.80 a month

**DIFFERENTIAL:**

Note: Shift differential is for any bargaining unit member working four(4) hours or more of his/her eight(8) hours daily work schedule after 5:00 p.m.

Any bargaining unit member who reports to work more than one(1) hour prior to 6:00 a.m. will also receive an additional fifty(50) cents per hour effective July 1, 2001.

**DEGREE STIPENDS:**

Bachelors Degree Stipend: \$1,358.00 per year  
Masters Degree Stipend: \$2,116.00 per year

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^Based on 8 hour 260 workday calendar



# Appendix B

# Stockton Unified School District

## 2017-2018

Revised  
5/15/2017

### Instructional Calendar

180-Day Schedule

Dr. Eliseo Davalos  
Superintendent

July 17						
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 17						
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 08/08/17  
Last Day of School 05/31/18

Trimester 1 11/09/17 62 Days  
Trimester 2 03/02/18 61 Days  
Trimester 3 05/31/18 57 Days

September 17						
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 17						
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 17						
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 17						
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						

1st Qtr. Ends 10/06/17 43 Days  
2nd Qtr. Ends 01/12/18 48 Days  
3rd Qtr. Ends 03/23/18 47 Days  
4th Qtr. Ends 05/31/18 42 Days

P-1 Ends 11/24/17 Day 67  
P-2 Ends 03/30/18 Day 138





January 18						
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 18						
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 18						
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 18						
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					

Instructional Days Per Month	
July	0
August	18
September	20
October	17
November	16
December	11
January	21
February	18
March	17
April	20
May	22
June	0

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

# Appendix C

## 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 Human Resources Office. The committee may meet by October 1<sup>st</sup> of each year for orientation/organizational purposes.

A. Committee: A two (2) - member committee comprised of the Association Chapter President or designee and a representative from the classification of the member making the request .The District will have no more representatives than CSEA.

1. The committee shall meet with a representative from the District's Human Resources Department to review and approve all applications for Professional Growth.

B. Appeal of Decisions: Decisions of the Professional Growth Committee may be appealed to the Assistant Superintendent of Human Resources 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 two (2) hours or more who have serviced at least one year in permanent status immediately prior to the school year for which application for Professional Growth increment is made.

#### Excluded Classified Employees:

1. Limited part-time employees
2. Short-term employees
3. Substitute employees - short-term or long-term
4. Probationary employees

B. Self-Improvement:

This program is not intended to restrict in any way the training and self-improvement efforts a classified employee may undertake on their 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 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/CPR: Required for initial Professional Growth increment:

Successful completion of Standard first aid course conducted by a qualified First Aid Instructor taken after the date for hire and verified by a valid certificate of completion.

One-half (1/2) unit for ten (10) hours - planned instruction.

B. Safety Instruction:

Course in Safety Instruction approved by Professional Growth Committee.

One-half (1/2) unit for ten (10) hours planned instruction

C. Accredited College, community college, university, private business college, or trade school courses.

Semester units or increment units granted for satisfactory completion of course for the purpose of professional growth program only, a passing grade is at least “C” or higher.

D. 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
5 - 9	None	.25
10 - 15	None	.5
16 - 20	1	1.0
21 - 30	1	1.5
31 – 40	2	2.0
41 – 50	2	2.5
51 or more	2	3.0

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

E. Repeat Courses: Courses for Professional Growth increments may not be repeated for credit unless special advance permission is granted by the Professional Growth Committee.

- F. Classification Changes: If an employee's job classification changes after the employee has initiated a Professional Growth plan, the employee shall apply for consideration of application of activities in the new classification. The Professional Growth Committee shall make a recommendation to the Human Resources Office regarding such credit. Any units previously credited toward salary advancement in Unit B shall not be eligible for increment credit in Unit A.
- G. 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.
- H. Timelines: All units must be submitted within five (5) years of completion of the course.

V. **Professional Growth Award**

- A. Amount: A Professional Growth Award is a one-time, lump sum payment of five percent (5%) of the current annual base salary awarded upon completion of fifteen (15) semester units or equivalent increment points.
- B. Frequency: One such award may be earned every three (3) years with a maximum of five (5) 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 in order to receive any Professional Growth increment. No Credit Courses: No credit will be given for any Professional Growth activities prior to the employee's beginning date of employment.
- F. Credit upon Reemployment: If a classified employee who has applied for and some credit toward a Professional Growth increment is placed upon a reemployment list and subsequently employed in another or the same classification, the employee will automatically continue on the program with full credit.
- G. If a classified employee who has applied for and received some credit toward a Professional Growth increment leaves service for any other reason and is subsequently reemployed in the same or another reclassification the Professional Growth Committee will determine what credit, if any, the employee will receive.
- H. Professional Growth Records: Records concerning the Professional Growth Program shall be maintained by the Human Resources 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<sup>th</sup> of any year.

**STOCKTON UNIFIED SCHOOL DISTRICT**  
**PROFESSIONAL GROWTH PROGRAM**

**DECLARATION OF INTENT TO PARTICIPATE:**

1. Complete Part I and II of this form
2. Submit all copies to the Human Resources Department. Copies will be returned to the employee to hold until course is completed.
3. Upon completion of course, attach all official transcripts, grade cards, certificates or the District verification

**PART I**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Employee ID Number: \_\_\_\_\_

Job Title: \_\_\_\_\_

School/Department: \_\_\_\_\_

I, \_\_\_\_\_ was employed by Stockton Unified School District on  
(PRINT FULL NAME)

\_\_\_\_\_ and I hereby wish to enter the Professional Growth Incentive  
(Month Day Year)

Program for classified personnel. I have reviewed the Professional Growth Program and understand that all professional growth activities, previous and current, must be approved by the Professional Growth Committee.

**PROGRAM PERIOD:** From \_\_\_\_\_ To \_\_\_\_\_

Signature \_\_\_\_\_

**For Human Resources Department Use Only**

Transcripts/Grad Card/Certificates Received on _____ semester units Recorded by _____ on _____ Distribution: Human Resources, Professional Growth Committee, Employee
---



**PART II**

TENTATIVE PROGRAM: Please give a general description of courses to be studied in each category. Plan may be adjusted or changed at any time.

**COLLEGE & UNIVERSITY COURSES**

Name of School	Course Title	Date Course Taken	Total Hours	Units

**CONTINUING EDUCATION COURSES**

Name of School	Course Title	Date Course Taken	Total Hours	Units

**EDUCATIONAL, AGENCIES, SPECIAL PROGRAMS, WORKSHOPS, ETC**

Name of School	Course Title	Date Course Taken	Total Hours	Units

**VERIFICATION OF COURSES**  
**(Personal Record of Attendance Indicated in Hours)**

NOTE: When all requirements are completed, attach the original copy of this form and any other verifying documents to the Human Resources office for Committee Review.

Employee Participant Name: \_\_\_\_\_

Course Title: \_\_\_\_\_

School Name: \_\_\_\_\_

Beginning Date: \_\_\_\_\_

Ending Date: \_\_\_\_\_

Number of Classes Attended: \_\_\_\_\_ Number of Hours per Class: \_\_\_\_\_

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

I, \_\_\_\_\_  
(print complete name)

certify that the above named person has satisfactorily completed the requirements for this course and was in attendance for \_\_\_\_\_ hours.

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Appendix D

California School Employees Association  
River Delta Field Office  
5375 West Lane  
Stockton, CA 95210

**2006-07 School Calendar Proposal**

California School Employees Association – Delta Valley Chapter #821  
And  
Stockton Unified School District

The purpose of this Agreement is to settle and compromise all disputes and controversies considered between the Stockton Unified School District and CSEA Delta Valley Chapter #821 as it relates to the issue of the 2006-07, School Calendar.


- 1) The parties agree that the 2006-07 School Calendar as revised on March 8, 2006 is to be presented to the School Board, except the parties agree the partial provisions referencing the 2007-08 calendar is not applicable.
- 2) The parties agree that the 2006-07 calendar reflects the following:
  - a) August 22, 2006 is the first day for students.
  - b) October 16-27, 2006 is designated as the Fall Break
  - c) December 25, 2006 through January 5, 2007 is designated the Winter Break.
  - d) April 2-13, 2007 is designated the Spring Break.
  - e) June 21, 2007 is the last day for students.
- 3) The District agrees that the aforementioned 2006-07 School Calendar in no way causes an employees work year to be reduced and/or does not in anyway alter the rights of CSEA Chapter #821 members' contractual rights.
- 4) The parties agree and understand that less than twelve (12) month employees whose services are not required during the Fall Break, October 16-27, 2006, shall be unpaid time.
- 5) The parties agree and understand that in accordance with Article XII, section 12.8, subsection 12.8.4.1 less than twelve (12) month employees whose services are not required will use five (5) vacation days during the Winter Break and four (4) vacation days during the Spring Break. The remainder of the Spring Break days shall be unpaid except that April 6, 2007 shall be deemed the Spring Vacation (Holiday) Day in accordance with Article XI, section 11.1.5.
- 6) The parties agree and understand that December 27, 2006 shall be considered the Christmas Eve Holiday as stipulated by Article XI, section 11.3.1.

- 7) The parties agree and understand that January 2, 2007, shall be considered the New Years Eve Holiday as stipulated by Article XI, section 11.3.1.
- 8) School Secretaries shall be paid on a time sheet for work performed beyond their regular contracted days during the summer of 2006. In such case the administrator will accommodate any time off requested by the School Secretary. Before the 2007-08 budget is adopted the district will allow CSEA to present a proposal to the Superintendent that includes increasing the School Secretaries work year to twelve (12) months.
- 9) The District agrees that School Secretaries at Year Round Schools shall be provided additional support, including the first right of refusal to work overtime hours in preference to hiring additional staff, in order to accommodate the short transition time from year round to traditional calendar.
- 10) The District agrees that any and all classified positions at Walton School will be retained as Year Round positions for the 2006-07 fiscal year.


Entered this 27<sup>th</sup> day of Sept at Stockton, California.

For CSEA:

By:   
 Scott McTeer, 1<sup>st</sup> Vice-President Chapter 821

By:   
 Dan Morris  
 Labor Relations Representative

For the District:

By:   
 Allyn Bulzoni  
 Assistant Superintendent, HR

By: \_\_\_\_\_

# Appendix E

## **COMPLAINTS FROM PARENTS OR CITIZENS**

**The signed complaint must be presented to the Human Resources designee 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 by the Association 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 date, 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 meeting 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.**

# Appendix F



**AGREEMENT  
BETWEEN CSEA CHAPTER #821  
AND THE STOCKTON UNIFIED SCHOOL DISTRICT  
SCHOOL SITE SAFETY ASSISTANT JOB DESCRIPTION**

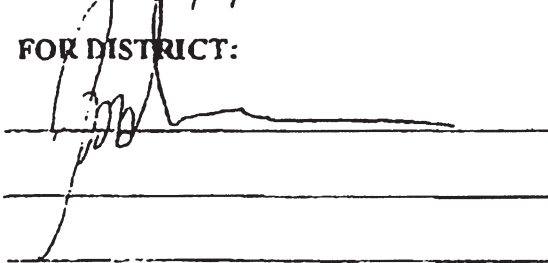
The District and CSEA Chapter #821 agree in good faith to the following terms regarding the District's draft School Site Safety Assistant job description:

- 1) The title of the job description shall be "Campus Safety Assistant."
- 2) Campus Safety Assistant positions shall be six (6) hours and assigned to-Year 4-PI Schools as follows: Two (2) positions at each site, one (1) position's hours to be 7:00 a.m. - 1:30 p.m. and one (1) position's hours to be 8:30 a.m. - 3:00 p.m., except that Garfield School shall have one (1) position at the hours of 7:00 a.m. - 1:30 p.m.
- 3) The District shall notice the CSEA Labor Relations Representative in writing whenever a school is designated as a Year 4-PI School and will designate two (2) positions at each site at the above established hours, unless otherwise negotiated with CSEA Chapter #821.
- 4) The Campus Safety Assistants shall be placed on the Salary Schedule at Range 25 of the CSEA Chapter #821 collective bargaining agreement.
- 5) The District will provide shirts according to the terms (Article IX, section 9.1) of the contract.
- 6) The District will provide any necessary training on paid time.

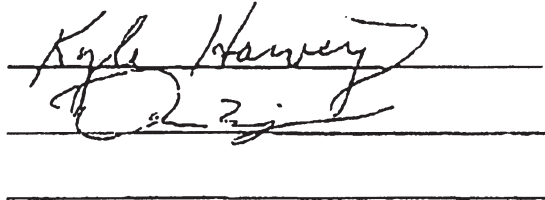
Any dispute arising out of this agreement shall be referred to the grievance provisions of the collective bargaining agreement.

DATE: 10/14/05

FOR DISTRICT:



FOR CSEA:



# Appendix G

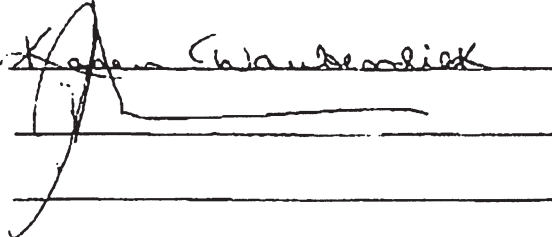
**AGREEMENT BETWEEN  
CSEA CHAPTER 821 AND  
STOCKTON UNIFIED SCHOOL DISTRICT  
MARCH 19, 2004**

The District and CSEA Chapter 821 agree in good faith to the following terms regarding the District's monitoring of walkie-talkie and video systems:

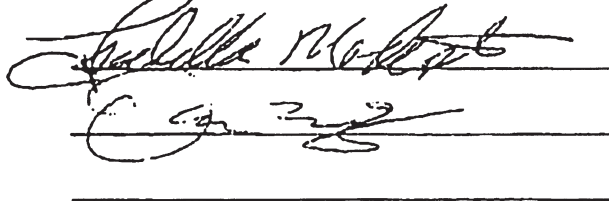
1. This agreement, posted in all appropriate District facilities and sent to all Chapter 821 bargaining unit members through intra-district mail, shall serve as notice to CSEA Chapter 821 members that conversations utilizing the District's walkie-talkie system may be subject to monitoring by the SUSD police department.
2. This agreement, posted in all appropriate District facilities and sent to all Chapter 821 bargaining unit members through intra-district mail, shall serve as notice to CSEA Chapter 821 members that all employees may be subject to video monitoring by the District's video monitoring systems located throughout the District. The district agrees to post a surveillance notice at the entrance of all facilities where video cameras are located.
3. The primary purpose for monitoring the walkie-talkie and the video systems is for safety of district employees, students and district property. The District will not use the monitoring of walkie-talkie and video systems to single-out an employee for ongoing observation without a legitimate business reason. The District shall comply with due process rules if evidence obtained through monitoring is used against an employee. Employees may be subject to disciplinary action as defined by Article XVII of the collective bargaining agreement.
4. The District will disseminate to each new hire a copy of this notice.

Any dispute arising out of this agreement shall be referred to the grievance provisions of the collective bargaining agreement.

FOR THE DISTRICT:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR CSEA:

  
\_\_\_\_\_  
\_\_\_\_\_

# Appendix H

LETTER OF UNDERSTANDING  
BETWEEN  
STOCKTON UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, UNITS A & B  
REGARDING EMERGENCY REPAIRS PURSUANT TO ARTICLE 21

It is understood that occasions will arise that require administrators or other district employees to perform a makeshift, temporary repair on some district property in order to preserve the safety of persons or the security of facilities until such time as a regular repair can be completed. This is under exceptional circumstances, not the rule.

The Parties agree that such temporary, emergency repairs can be done without violation of Article 21...

STOCKTON UNIFIED SCHOOL DISTRICT

J. But

DATE 8/28/89

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

G. Maya

Date 8-28-89

# Appendix I

**AGREEMENT**

**BETWEEN**

**STOCKTON UNIFIED SCHOOL DISTRICT**

**And**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
(Units A and B)**

In the 1989/90 school year, one week of student attendance was moved from June to August resulting in some employees not working sufficient days to earn vacation and sick leave for the month of June.

The Parties have agreed that in subsequent years, any classification of employees who might be affected by a calendar change of this type shall receive the same number of sick leave and vacation days that they would have earned based on the 1988/89 calendar.

Any time the work year for school day only employees commences in August and results in their working less than 50% of the available work days in June, this shall not cause a loss of sick leave or vacation earnings for the school year.

**STOCKTON UNIFIED SCHOOL DISTRICT**

**CALIFORNIA SCHOOL EMPLOYEES ASSN.**

By *Sam Seem*

By *Jack Metcalf*

By \_\_\_\_\_

By \_\_\_\_\_

Date *August 6, 1990*

Date *August 6, 1990*

# Appendix J



**AGREEMENT  
BETWEEN  
SUSD AND CSEA, UNITS A, B, & C**

1. Modified Duty shall be performed within bargaining unit work for a duration of not more than eight (8) weeks.
2. The District will notify CSEA of all modified duty assignments prior to assignment.
3. Assignments shall be offered for both on-the-job and off-the-job injuries.
4. Every consideration will be made to return an injured worker to his/her original site before requesting him/her to report to another site for modified duty.
  - a. If an injured worker is accommodated at his/her original site and a substitute is required to complete duties of regular assignment, the cost for the substitute will be paid by Risk Management.
  - b. Unit B members shall remain at their regular work site. When it is deemed necessary that a substitute is required, Risk Management will pay for the substitute.
5. Assignments shall not be utilized to fill existing vacancies.
6. Bargaining unit work shall not be performed by non-bargaining unit employees on modified duty.
7. Employees shall not lose any incentive or shift differential pay while on modified duty.
8. This Agreement does not conflict with the collective bargaining agreement between CSEA and SUSD and will not form a basis for the filing of a grievance, except pursuant to Article 18 (Units A & B) and Article 13 (Unit C), unfair labor practice charge or any court action.

DATED: February 6, 1996


DATED: February 6, 1996

FOR THE ASSOCIATION:


FOR THE DISTRICT:



Chuck Walker  
CSEA Chapter President



Leona M. Cummings  
Asst. Dir., Pers/EER Counsel

  
Marilyn Brown, Unit B Chairperson

  
Bill Shook, Risk Manager

# Appendix K

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SUSD AND CSEA  
August 28, 1997  
Proposal #9**

**HEAVY EQUIPMENT OPERATORS  
LICENSE REQUIREMENTS**

Stockton Unified School District (SUSD) and California School Employees Association (CSEA) #318 have come to mutual agreement regarding the following license requirements for Heavy Equipment Operators:

1. All current employees in the classification of Heavy Equipment Operator will be required to obtain a California Class A driver's license with no endorsements in order to operate SUSD vehicles used in the course of their assignment. Current employees will be given six (6) months from the beginning date of training in which to obtain this license. Once the current employee has obtained the Class A license the district shall reclassify the employee to the Heavy Equipment Operation II position at Range 42. Any current employee who fails to obtain the Class A license will remain at the Heavy Equipment Operator I position at the current Range 40.
2. Once all current employees have either been reclassified to Heavy Equipment Operator II or leave the district, the Heavy Equipment Operator I position will be deleted.
3. The District will pay the expenses associated with the initial licensing process including required physical examinations and DMV fees as outlined in Article 19.1 of the collective bargaining agreement. Subsequent renewals of the license are the responsibility of the employee with the exception of the physical examination required for obtaining a medical certificate.
4. The District will obtain the DMV literature required to prepare for the examination. The District will provide each employee in the classification of Heavy Equipment Operator I four (4) hours of study time each Monday afternoon for six (6) weeks. The District will provide a certified trainer for the twenty-four (24) hours of Vehicle Inspection and Behind the Wheel training.
5. All future vacancies for the position of Heavy Equipment Operator II will be advertised with a Class A license requirement. The job description for Heavy Equipment Operator II will be updated to reflect the Class A license requirement as of the date of this agreement.

FOR THE ASSOCIATION:

*David Knight*

*Somana R. Cornick*

*Mike Garrison*

DATE: *8-28-97*

FOR THE DISTRICT:

*Mike Beasley*

\_\_\_\_\_

\_\_\_\_\_

DATE: *8-28-97*

# **Appendix L**

**Memorandum of Understanding  
Between  
Stockton Unified School District  
And  
Delta Valley Chapter 821, CA School Employees Association  
Regarding Use of Volunteers**

**May 15, 2013**

**Donation of Work**

The parties agree to suspend the portions of Article XXI referring to use of volunteers during the term of this MOU.

**Purpose and Intent**

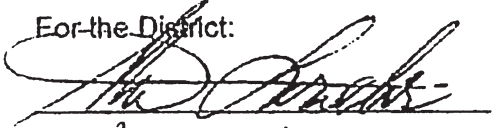
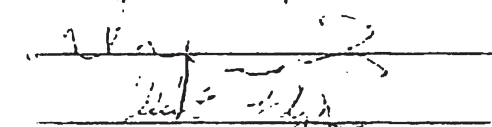
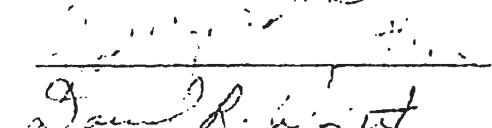
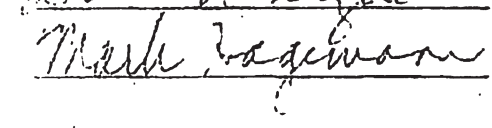
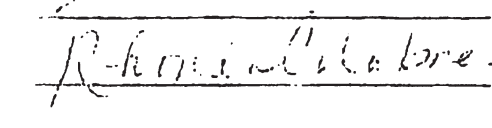

The Parties agree that donated work is a one-time incidental activity performed on a volunteer basis by individuals and/or community groups for the purpose, among others, of enhancing the cosmetic appearance of a school or facility and which has the effect of building community and support for our students, parents and staff. Students donating their time may receive student credits. The Superintendent and CSEA 821 Chapter President shall meet to discuss the requests.

Acceptance of an offer of donated work by volunteers shall be at the District's discretion and subject to review to ensure compliance with governmental codes and regulations.

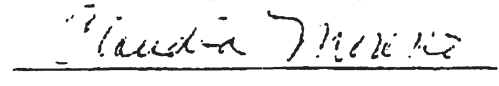
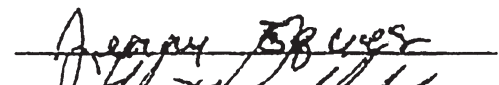
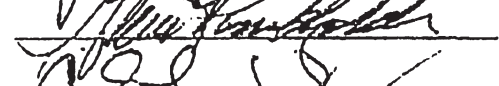

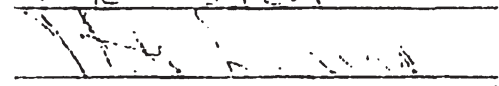
The Parties also agree that the District may accept the donation of work provided that it does not result in the layoff or reduction of bargaining unit members or positions.

This memorandum of understanding shall sunset on June 30, 2014.

For the District:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
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\_\_\_\_\_  
  
\_\_\_\_\_

For the Union (CSEA 821):

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Appendix M

**Memorandum of Understanding  
Between  
Stockton Unified School District  
And  
Delta Valley Chapter 821, CA School Employees Association  
Regarding Creation of a Reclassification Process**

**May 15, 2013**

The parties agree that the district and CSEA Chapter 821 will have a mutually agreed upon reclassification process completed no later than September 1, 2013.

The reclassification committee shall be a labor/management partnership. The agreed upon reclassification process shall include a process for dealing with any "ties" between the parties and shall also include the fact that the decision of the committee shall be final and binding upon the parties.

All currently pending reclassification requests that are not being dealt with via the CSEA 821/Human Resources Issues Resolution process shall be immediately reviewed under the new reclassification process before any new requests shall be reviewed.

For the District:

[Signature]  
[Signature]  
[Signature]  
Mark Hagenson  
Daniel R. Light  
[Signature]  
Ronida Calabrese

For the Union (CSEA 821):

[Signature]  
Jeremy Egge  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

# Appendix N



**TENTATIVE AGREEMENT**  
June 27, 2006

The Stockton Unified School District makes the following proposal for CSEA Delta Valley, Chapter 821 consideration:

1. **Comp time, Article VII 7.14.2—Tentative Agreement, July 21, 05**
2. **Article XVII 17.3.5—Tentative Agreement.**
3. **Re-employment, Article XIV, Layoff and re-employment—Tentative Agreement.**
4. **2005-2006 Wages.** District salary schedules will be increased by 3 %, effective July 1, 2005—**Tentative Agreement**
5. **2005-2006 Health Benefits.** The Health Benefit Allowance of \$662 will remain the same for 2005-06—**Tentative Agreement.**
6. **2006-07 Wages.** District salary schedules will be increased by 3 %, effective July 1, 2006—**Tentative Agreement.**
7. **2006-2007 Income Protection.** Effective July 1, 2006, the district may terminate the income protection plan at such time as the District deems appropriate; provided that the District shall give CSEA, Delta Chapter 821 a thirty-day (30) notice of the effective date after it has been determined.—**Tentative Agreement.**
8. **2006-2007 Health Benefits Proposal.**

Effective July 1, 2006 and ongoing, the District shall pay the premium of the HealthNet Plan R, less one hundred dollars (\$100), which shall be paid by the employee through payroll deduction. The district monthly contribution (health benefit allowance) shall be \$855.67 and the employee contribution shall be \$100 for this specific plan. The "buy-up" provisions for the other health plans shall remain in effect. All dollar figures are based on twelve month employees.

In order to implement the option for employees' enrolling in a new benefit plan, the district shall provide an open enrollment as determined by the benefit carrier with Plan B to be effective as of September 1, 2006.

The parties acknowledge that the employees will have significant out-of-pocket premium cost increases as of July 1, 2006, for health benefits prior to the ratification vote. The District agrees to reimburse unit members for these costs as provided in the agreement within 45 days after ratification.

During the 2006-2007 school year CSEA, Delta Valley Chapter 821 and SUSD will participate in health benefits plan modification efforts with the goal of controlling the premium cost of health benefits.

**9. 2007-2008**

The parties are committed to the concept of "total compensation" and recognize that an employee's compensation increase is the total of the salary and any funded increases in benefits. All agreed upon health plan cost reductions will be implemented for the 2007-2008 school year.

The "proportionate funded revenue limit" for Stockton Unified, as defined below, will be used to increase the 2006-07 Health Benefit Allowance of \$855.67 to fund cost increases to lowest Plan B for 2007-08.

Any remaining amount of the "proportionate funded revenue limit" not already allocated above shall be applied to the salary schedule.

If the "proportionate funded revenue limit" is less than the increase for Plan B, then the district's contribution will only be increased by the amount of the "proportionate funded revenue limit". Any additional increase in Plan B will be paid by the employee.

Increases in the salary schedule shall be effective July of each fiscal year. Increases in health benefits costs shall be effective at the beginning of the plan year.

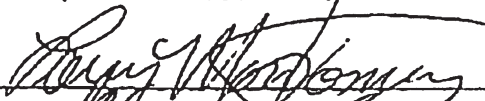
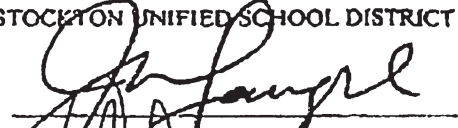


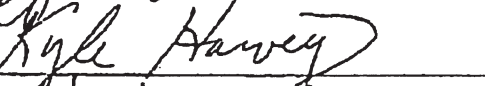

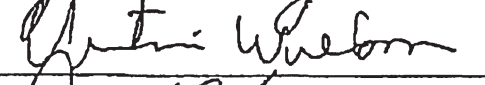

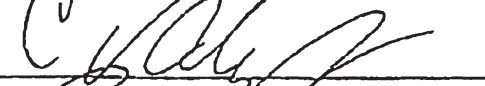




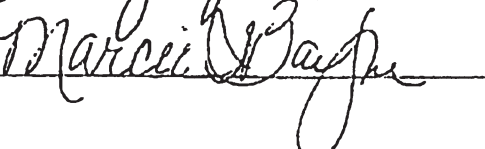
Definition of proportionate funded revenue limit: For purposes of this article, the proportionate funded revenue limit is defined as that percentage of the district budget that was expended for CSEA, Delta Chapter 821 bargaining salaries and benefits as a percentage of the entire district budget shown on the district's prior year "Un-audited Actuals". As an example, if the total prior year expenditures for CSEA, Delta Chapter 821 bargaining salaries and benefits were 20% of the district's budget, the proportionate funded revenue limit shall be 20% of the increase in the district revenue limit for the current year.

Definition of revenue limit increases: The increase in the district revenue limit shall be defined as the ongoing, funded increase in the district's revenue limit for cost-of-living as defined by education code section 42238.1 and equalization aid, if any.

It is the intent of the parties to continue use of this total compensation formula as the basis for negotiations in subsequent years in order to maintain labor peace and focus on student achievement.

CSEA, DELTA VALLEY CHAPTER 821

STOCKTON UNIFIED SCHOOL DISTRICT

# Appendix O

**SIDE LETTER  
BETWEEN  
STOCKTON UNIFIED SCHOOL DISTRICT ("DISTRICT")  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER  
#821 ("CSEA")**

**February 25, 2013**

The parties agree to extend all provisions of the July 10, 2012, Side Letter agreement (Exhibit A) to June 30, 2015. The Parties agree that this "Side Letter" is intended to resolve the 2013-14 and 2014-15 Work Year Calendar issues. In addition, the Parties agree that July 31, 2013 and July 31, 2014 shall remain staff development days, unless otherwise agreed upon by the parties.

For CSEA:

*Claudia Moreno*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

For the District

*[Signature]*  
*Craig R. Wells*  
*Rhonda Calabrese*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **Appendix P**

**Stockton Unified School District  
Package Proposal – Tentative Agreement  
To  
California School Employees Association, Chapter 821**

**December 18, 2015**

**The Stockton Unified School District and the California School Employees Association, Chapter 821 have reached a tentative agreement on the following. Pending ratification by the Board of Education and CSEA 821, all remaining provisions in the current appendices, for the term of the contract and said negotiations will be deemed concluded. The conclusion of these negotiations does not prohibit future considerations of salary in subsequent negotiations.**

**1. Article VIII – Pay and Allowances**

**8.1.2 Rate of pay**

**The bargaining unit members shall receive a 2.5% increase on the salary schedule for the 2014-15 school year effective July 1, 2014.**

**The bargaining unit members shall receive a 1 % increase on the salary schedule for the 2015-16 school year effective July 1, 2105.**

**8.2**

**~~Intent:–The existing longevity language in the contract is applicable to this salary increase.~~**

**8.9 Payroll Errors**

**Any payroll error resulting in insufficient payment for bargaining unit members shall be corrected, and a supplemental check issued not later than five (5) working days after the employee provides notice to the payroll department and the error is confirmed.**

**8.10 Longevity**

**The District agrees to additionally compensate long service bargaining unit members in accordance with Appendix B attached hereto. Effective July 1, 1996, longevity increments shall be increased by the same percentage applied to the salary schedule. Bargaining unit members working less than four (4) hours shall receive one-half (1/2) the dollar amount listed in Appendix A. Bargaining unit members working four (4) hours or more shall receive the full dollar amount listed in Appendix B.**

<b>Commencing with 10<sup>th</sup> year</b>	<b>\$ 91.80 per month</b>
<b>Commencing with 15<sup>th</sup> year</b>	<b>\$ 107.45 per month</b>
<b>Commencing with the 20<sup>th</sup> year</b>	<b>\$ 178.27 per month</b>

Commencing with 25<sup>th</sup> year \$ 188.00 per month  
Commencing with the 30<sup>th</sup> year \$ 405.85 per month

Effective upon ratification.

**8.11 Promotional Placement**

A permanent bargaining unit member who is promoted shall be placed on the step in the next higher salary amount range in the new classification which shall be no less than a 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.

- 2. Include additional 12 hours of professional development for all bargaining unit members as determined by the District.
- 3. Appendix C to be amended to include an annual stipend for bargaining unit members with a Bachelors or Master's degree as follows.

Bachelor's Increment \$1,358 per year  
Master's Increment \$2,116 per year

**4. Article X – Fringe Benefits**

Monthly District Contribution of \$1220.11

Medical Rebate (Based on 12 pay checks) \$590.58 prior to January 1, 2016 and \$250.00 on or after ~~July 1, 2016.~~ January 1, 2016. *on CW*

(See Article X – Fringe benefit)

*for new hires*

This tentative agreement completes re-opener negotiations for: 2014-15; and 2015-16 school years.

Date: December 18, 2015

For the District

Craig R. Skille  
Christina & Sarah Peters  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

Claudia Mow  
John [Signature] FOR SCOTT MCTEER  
[Signature]  
[Signature]  
[Signature]  
[Signature]

# Appendix Q



TENTATIVE AGREEMENT  
BETWEEN  
STOCKTON UNIFIED SCHOOL DISTRICT  
AND  
CSEA AND ITS DELTA VALLEY CHAPTER 821

December 6, 2017

Time: *2:20pm*

This agreement concludes successor negotiations between Stockton Unified School District and The California School Employees Association and its Delta Valley Chapter #821. The parties hereby agree to the following terms subject to the ratification of CSEA #821 and the Board of Education for Stockton Unified School District. All remaining provision in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2016-2017, 2017-2018 and 2018-2019 school years.

1. Article XIII: Rate of Pay

- 4 % for 2016-2017 (effective July 1, 2017)
- 3.25 % for 2017-2018 (effective July 1, 2017)
- 2 % for 2018-2019 (effective July 1, 2018)

2. Article X: Fringe Benefits

District's contribution to medical benefits will be \$ 1,609.30 effective January 1, 2018 or the month following ratification whichever comes later. Medical Rebate remains status quo.

3. Language changes to CBA Articles as Tentatively Agreed (reference attachments).

- |  |  |
|--|--|
| Preamble                                       | 10 (Fringe Benefits)                       |
| 1 (Recognition)                                | 11 (Holiday)                               |
| 2 (Evaluation and Probationary Period)         | 12 (Vacation Plan)                         |
| 4 (Organizational Rights and Responsibilities) | 13 (Hours and Compensatory time)           |
| 5 (Job Stewards)                               | 14 (Layoff & Reemployment)                 |
| 6 (Definitions)                                | 15 (Leaves includes Catastrophic Leave)    |
| 7 (Hours & Overtime)                           | 18 (Grievance Procedure)                   |
| 8 (Pay and Allowances)                         | 26 (Duration of Agreement) reference below |
| 9 (Employee Expenses & Materials)              | Appendix C – Professional Growth           |

4. Article XVI: Duration of Agreement

This agreement shall be effective as of July 1, 2016 and shall continue in effect until midnight June 30, 2019.

The Stockton Unified School District and CSEA, Delta Valley Chapter 821 have reached a tentative agreement on all of the items contained in this agreement including its attachments.

Pending ratification by the Board of Education and CSEA, Delta Chapter 821, all remaining provision in the contract for the term of the contract and said negotiations will deem concluded.

Date: 12-6-17

Date: 12-6-17

For the Union: ~~Union~~ District

Craig R Wells

Claudia M

Christine F. Johnson

Erika Cook

[Signature]

[Signature]

[Signature]

[Signature]

<sup>Union</sup>  
For the District:

Randy T. Sullivan

Cindy Barocchi

A. [Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]