

TENTATIVE AGREEMENT
BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT (District)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
STOCKTON CHAPTER #318 (CSEA 318)

May 15, 2024

This agreement concludes reopener negotiations between Stockton Unified School District and the California School Employees Association and its Stockton Chapter #318. The parties hereby agree to the following terms subject to the ratification of CSEA 318 and the Board of Education for Stockton Unified School District. Negotiations have concluded for the 2023-2024 school year. The parties will commence negotiations for the 2024-2025 school year after July 1, 2024.

The parties hereby agree:

1. Article 8: Pay and Allowances (see attached for specifics)

- Effective July 1, 2022: 4% *
- Effective July 1, 2023: 3% plus an additional one-time lump sum payment of \$7,500. CSEA will schedule a ratification for this agreement to take place on or before June 30th 2024.

*The retroactive payment from July 1, 2022 through June 30, 2023 will be applied to base salary only. No retroactive payment will be made on timesheets, stipends, substitute timesheets, extra duty, longevity, or any extra compensation aside from base salary for July 1, 2022 through June 30, 2023. Effective July 1, 2023, the 4% salary increase for 2022-2023 applies to all compensation including longevity.

If any other SUSD bargaining unit receives a total increase to their salary schedules greater than 7% combined for 2022-2023 and 2023-2024, the CSEA 318 salary schedules shall be increased by the same percentage. If any other SUSD bargaining unit receives a total lump sum payment greater than \$7,500 for 2023-2024, CSEA 318 and SUSD will immediately meet and negotiate over additional lump sum payments for the CSEA 318 bargaining unit.

2. Language changes to CBA Article 15: Leaves as agreed (see attached for specifics)

- 15.1 Bereavement Leave
 - 15.10 Dependent Leave
- Added language regarding Reproductive Loss Leave

This Tentative Agreement shall be effective upon ratification by both CSEA 318 and the Stockton Unified School District Board of Trustees and shall continue in effect through June 30, 2024.

For CSEA 318:



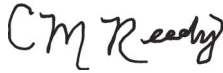
Nicole Wilson- Friend, President



Victor Garcia, 1st Vice President



DeAnna Ramirez, 2nd Vice President



Christina Reedy, Secretary



June Walker, Chief Union Steward



Louise Barros, CSEA Labor Rep

For the District:



Marie Nakamura, District Attorney



Glendaly Gascot-Rios, Asst. Supt of HR



Talisha Teague, Labor Relations Analyst



Joann Juarez, Interim CBO

2024.05.15 CSEA to SUSD v4 2:15pm

05.15.2024 SUSD to CSEA 318 CP v3

2024.05.15 CSEA to SUSD CP 1:30pm

05.15.2024 SUSD to CSEA 318 CP

2024.05.15 CSEA to SUSD CP 12pm

05.15.2024 SUSD to CSEA 318 Counter

2024.04.29 CSEA to SUSD counter proposal

04.29.2024 SUSD to CSEA 318 Proposal

Stockton Unified School District Proposal

To

California School Employees Association

and its Stockton Chapter # 318

Article 8 – Pay & Allowances

April 29, 2024 May 15, 2024

To settle Article 8 – Pay & Allowances for the 2023-2024 and 2024-2025 school year the District proposes the following:

- ~~CSEA strikes the District's counter-proposal to close Pay and Allowances for 2024-25.~~
- Effective July 1, 2022: ~~2% 4% 3% 4%*~~
 - ~~CSEA accepts the District's counter-proposal for 4% for the 2022-23 school year.~~
- Effective July 1, 2023: ~~4% 6% 4% 3%~~ plus an additional one-time lump sum payment of \$5,000 ~~\$7,500 \$5,000 \$7,500. The one-time lump sum payment of \$5,000 \$7,500 will not be available if the parties do not ratify this Article on or before July 23, 2024.~~ CSEA will schedule a ratification for this agreement to take place on or before June 30th 2024.
 - ~~CSEA accepts the District's counter-proposal for 3% for the 2023-24 school year. CSEA strikes District's proposal of conditional language regarding the \$5,000 one-time lump sum payment, and reverts to its previous counter-proposal of \$7,500 one-time lump sum payment for the 2023-24 school year without the condition.~~
- ~~Effective July 1, 2024, the salary schedule shall be increased by 1% with an additional \$2,500 one-time lump sum payment only IF we can close the entire agreement for 2024-2025 if Article 8: Pay and Allowances is closed for 2024-2025~~
 - ~~CSEA strikes District's counter-proposal, as the \$2,500 contemplated here is included in the language above regarding 2023-24~~

*The retroactive payment from July 1, 2022 through June 30, 2023 will be applied to base salary only. No retroactive payment will be made on timesheets, stipends, substitute timesheets, extra duty, **longevity**, or any extra compensation aside from base salary for July 1, 2022 through June 30, 2023. Effective July 1, 2023, the ~~2% 4% 3% 4%~~ salary increase for 2022-2023 applies to all compensation including longevity.

- ~~CSEA accepts the District's counter-proposal with the understanding that effective July 1 2023 longevity will increase by a total of 7% pursuant to Article 8.10.~~

2024.05.15 CSEA to SUSD v4 2:15pm

05.15.2024 SUSD to CSEA 318 CP v3

2024.05.15 CSEA to SUSD CP 1:30pm

05.15.2024 SUSD to CSEA 318 CP

2024.05.15 CSEA to SUSD CP 12pm

05.15.2024 SUSD to CSEA 318 Counter

2024.04.29 CSEA to SUSD counter proposal

04.29.2024 SUSD to CSEA 318 Proposal

- ~~Salary Schedule Rebenching: Upon ratification of this Tentative Agreement, the District shall meet and negotiate with CSEA to negotiate the rebenching of the salary schedule that will address the impact of Assembly Bill (AB) No. 1228.~~

- ~~Intention: The Parties agree to negotiate an updated salary schedule to be effective in the 2024-2025 school year.~~

~~CSEA proposes this language from the District's previous "CalPERS" proposal 4/29/24.~~

If any other SUSD bargaining unit receives a total increase to their salary schedules greater than ~~6%~~ **8%** ~~7%~~ combined for 2022-2023 and 2023-2024, the CSEA 318 salary schedules shall be increased by the same percentage. If any other SUSD bargaining unit receives a total lump sum payment greater than \$5,000 ~~\$7,500~~ **\$5,000** ~~\$7,500~~ for 2023-2024, CSEA 318 and SUSD will immediately meet and ~~confer~~ **negotiate** over additional lump sum payments for the CSEA 318 bargaining unit.

- ~~CSEA strikes the District's proposal and reverts to its previous counter proposal of \$7,500 one-time lump sum payment for the 2023-24 school year~~

Retroactive payments or other payments caused by any portion of this agreement shall be paid no later than 4 months after the ratification of this agreement. Retroactive eligibility includes all bargaining unit members who retired from SUSD or who remain in paid SUSD status (in any SUSD position) as of July 1, 2024. Those who end SUSD employment before July 1, 2024, through resignation, dismissal, or any other means besides retirement are ineligible for such retroactive compensation

This Agreement shall constitute the complete collective bargaining agreement negotiation commitments between both parties for the 2022-2023, 2023-2024 school years. This agreement also completes negotiations for wages for the 2024-2025 school year. Terms may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement

- ~~CSEA strikes the District's counter proposal~~

Upon approval of this agreement, the parties agree to reconvene as soon as practical to bargain a successor agreement. The parties agree that CSEA will submit its initial proposal for 2024-2025 for sunshine to the District on or by July 11th 2024.

For The Association

amg CMR
VG Joe
DR Wzy

For The District

MR TST
JHR RR

ARTICLE XV LEAVES

15.1 Bereavement Leave

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VG
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C-MR
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Uzy

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 their spouse's immediate family. The paid leave shall be for a period of three (3) days if the death or funeral takes place in the state. The bargaining unit member is entitled to two (2) additional days to be deducted from the bargaining unit member's sick leave or vacation, or fully paid if travel to the location of the and five (5) days if the death or funeral takes place more than two hundred and fifty (250) miles. The immediate family is defined as, spouse, parent, sibling, step-sibling, child, mother-in-law, father-in-law, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, foster parent, step-parent, step-child, foster child, aunt, uncle, domestic partner or any relative living in the immediate household of the bargaining unit member. mn

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. JST

15.1.2 When a bargaining unit member elects to use vacation leave pursuant to Article 15.1, the vacation leave request shall not be denied, and the request shall not be subject to the five (5) day advance noticing requirement set forth in Article 12 Vacation Plan. pr

~~15.1.3 — 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 two hundred and fifty (250) miles one way or five (5) days if travel exceeds two hundred and fifty (250) miles one way. The five (5) days of bereavement leave is granted only if the bargaining unit member travels at least two hundred and fifty (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.

152.1

Veteran's Sick Leave per Ed Code 45191.5

(a) (1) In addition to any other entitlement for leave of absence for illness or injury with pay, a classified employee hired on or after, or employed on or after, January 1, 2017, who is a former active duty member of the Armed Forces of the United States or a former current member of the California National Guard or a federal reserve component, with a connected disability rated at thirty percent (30%) or more by the United States Department of Veterans Affairs, shall be entitled to leave of absence for illness or injury with pay of up to twelve (12) days for the purpose of undergoing medical treatment, including mental health treatment, for their service-connected disability.

(2) Credit for leave of absence for illness or injury granted under this subdivision shall be credited to a qualifying classified employee on the effective date of the employee's disability rating decision from the United

States Department of Veterans Affairs, or on the first day the qualifying classified employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following twelve (12) months of employment.

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 workdays 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 (1st) 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 (1) fiscal year for any one (1) accident or illness. This leave shall not be accumulated from year to year. The leave shall commence with the first (1st) 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, they shall be entitled to use only so much of their 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 they shall be reinstated in their 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 and 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 their position; they 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 their position they shall be reemployed in the first vacancy in the classification of their previous assignment. Their 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~~ they shall be ranked according to his proper seniority. Upon resumption of their duties, the break in

service will be disregarded and they shall be fully restored as a permanent bargaining unit member.

15.6 Personal Necessity Leave

Seven (7) days of absence earned for 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 As a result of an accident or illness involving a bargaining unit member's person or property or the person or property of their 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 their 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 leave

A bargaining unit member who is adopting a child shall be entitled to three (3) days of paid leave for the purpose of caring for the needs of the adopted child.

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.

~~15.10.1 Reproductive Loss Leave: A bargaining unit members shall be entitled to up to five (5) days of paid leave within three (3) months of a reproductive loss if the bargaining unit member would have been a parent due to an unsuccessful adoption, surrogacy, assisted reproduction, or pregnancy. This leave entitlement may be taken consecutively or nonconsecutively, and up to four (4) times within a 12-month period.~~

15.10.1 Reproductive Loss Leave

MR JHR TST RR

Bargaining unit members who have been employed for at least 30 days, will be entitled to take up to 5 days of unpaid leave (which may be paid utilizing vacation or sick leave) as a result of a failed adoption, failed surrogacy, miscarriage, still birth, or unsuccessful assisted reproduction. This leave can be taken following any related paid leaves, but must be taken within 3 months of the loss. This leave shall not exceed 20 days in a 12-month period if multiple loss events occur.

15.10.1.1 When a bargaining unit member elects to use vacation leave pursuant to Article 15.10.1, the vacation leave request shall not be denied, and the request shall not be subject to the five (5) day advance noticing requirement set forth in Article 12 Vacation Plan.

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 from Leave

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

All bargaining unit members shall once a year be credited with a total of not less than one hundred (100) working days of paid sick leave, including days to which they are entitled under Section 45191. Such days of paid sick leave in addition to those required by Section 45191 shall be compensated at not less than fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. This leave shall run consecutively after the use of any available industrial, holiday and vacation leave.

15.16 Medical Release

The District may require a full medical release in order to return 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. Such leave shall be from hours from Chapter 318 bargaining unit members.

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 they have exhausted all of their sick leave and other paid time off, i.e., Vacation, Floating Holiday, Comp Time or any other accrued time.

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

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

- 15.19.2.2 The bargaining unit member must request the leave in writing to the Chapter President and attach a physician statement certifying verification of the catastrophic illness or injury.
- 15.19.2.3 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.
- 15.19.2.4 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. All permanent bargaining unit members shall have an additional opportunity to enroll in the Catastrophic Leave Program during the open enrollment period of July 1 – September 1 of each year.
- 15.19.2.5 The benefits of this program are limited to a maximum of one hundred twenty-five (125) 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 one hundred and twenty five (125) day period.

15.19.3 Donations and Utilization: To donate to the Catastrophic Leave Program, bargaining unit employees must:

- 15.19.3.1 Initial donation: Prior to June 1, 2003, an irrevocable donation form will be provided to all bargaining unit members 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 (8) hours. If the employee regularly works three (3) hours a day, the donation will be three (3) hours.

- 15.19.3.2 A member wishing to withdraw from the program must do so in writing during May 1 - May 30, and such member is prohibited from future enrollment

in the program. CSEA and the District may meet and negotiate to approve specific open enrollment periods or provisions other than contained above.

- 15.19.3.3 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.
- 15.19.3.4 In the event that the catastrophic leave bank falls below seven hundred and 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.

15.19.4 Committee: A three (3) member committee comprised of the Association Chapter President and two (2) ~~elected~~ members from Chapter 318 negotiation team shall be established to determine the eligibility and authorize the catastrophic leave. The Labor Relations Representative may attend at the request of the committee.

15.19.4.1 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.

15.19.4.2 In future years, this committee may determine that the annual assessment in May is unnecessary and will notify the District in writing.

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

15.20 **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).