

TENTATIVE AGREEMENT
Between
Stockton Unified School District (District)
And the
California School Employees Association and its Transportation Chapter #885 ("CSEA")

June 11, 2024

This tentative agreement concludes negotiations between Stockton Unified School District and the Stockton Unified California School Employees Association and its Transportation Chapter #885 ("CSEA"). The parties hereby agree to the following terms subject to ratification of CSEA and the Board of Education for Stockton Unified School District. All remaining provisions in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for 2023-2024 school year.

The parties hereby agree:

1. Article 8: Pay and Allowances (see attachment for references)

- a. Effective July 1, 2022: 4%* (amended from 05/01/24 agreement from 2% to 4%)

*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, longevity, substitute timesheets, extra duty, or any extra compensation aside from base salary for July 1, 2022 through June 30, 2023. Effective July 1, 2023, the 4% applies to all compensation

- b. Effective July 1, 2023: 3% plus an additional one-time lump sum payment of \$5,000. The one-time lump sum payment of \$5,000 will not be available if the parties do not ratify this Article on or before July 23, 2024. (amended from 05/01/24 agreement from 4% to 3%)
- c. Effective July 1, 2024, the salary schedule shall be increased by 1% for School Bus Attendants and Bus Driver Trainees only.
- d. Effective July 1, 2024 the attached re-benched salary schedule will take into effect. (please see attachment for reference)
- e. An additional \$2,500 one-time lump sum payment for all CSEA 885 employees to close out collective bargaining agreement negotiations for 2024-2025.

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

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

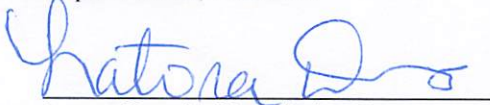
- Article VII: Hours and Overtime
- Article IX: Working Conditions
- Article XIV: Vacation Plan
- Article XVI: Layoff, Reemployment and Reduction of Hours

This agreement shall be in effect upon ratification by both CSEA #885 and the Stockton Unified School District Board of Trustees.

For CSEA:



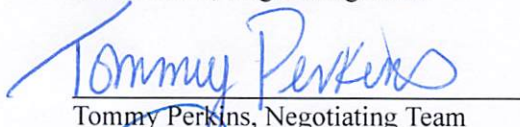
Lupe Harwell, President



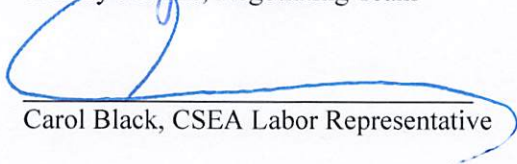
Latora Dennis, Negotiating Team



Dawn Davis, Negotiating Team

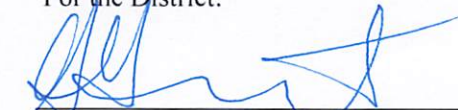


Tommy Perkins, Negotiating Team

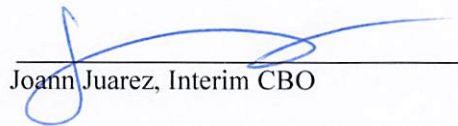


Carol Black, CSEA Labor Representative

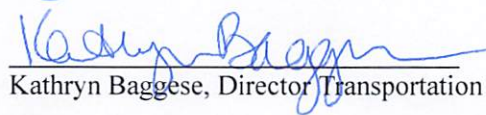
For the District:



Glendaly Gascot- Rios, Asst Supt of HR



Joann Juarez, Interim CBO



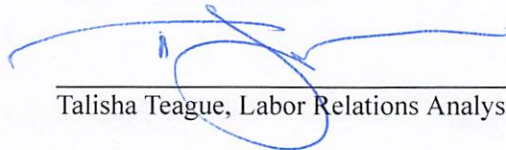
Kathryn Baggese, Director Transportation



Mary Aguilar, Labor Relations Coordinator



Tanya Sigman, Personnel Analyst



Talisha Teague, Labor Relations Analyst

**Stockton Unified School District Proposal
To
California School Employees Association
and its Stockton Transportation Chapter # 885
Article 8 – Pay & Allowances
June 11, 2024**

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

Salary Amended for 22-23 and 23-24 based on May 1, 2024 Tentative Agreement

Effective July 1, 2022: 4%*

*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, longevity, substitute timesheets, extra duty, or any extra compensation aside from base salary for July 1, 2022 through June 30, 2023. Effective July 1, 2023, the 4% applies to all compensation

Effective July 1, 2023: 3% plus an additional one-time lump sum payment of \$5,000. The one-time lump sum payment of \$5,000 will not be available if the parties do not ratify this Article on or before July 23, 2024.

Effective July 1, 2024, the salary schedule shall be increased by 1% for School Bus Attendants and Bus Driver Trainees only.

Effective July 1, 2024 the attached amended re-benched salary schedule will take into effect. (please see attachment for reference)

An additional \$2,500 one-time lump sum payment for all CSEA 885 employees to close out collective bargaining agreement negotiations for 2024-2025.

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, and 2023-2024 and 2024-2025 school

SUSD to CSEA 885- Amended Article 8 Proposal
Supersedes May 1, 2024 tentative agreement between parties

years. 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 885 - TRANSPORTATION UNIT SALARY
SCHEDULE Effective 7/1/2024
Amended Salary from 05/01/2024 CALPERS
Health Care Mitigation Agreement

TITLE	RANGE		STEP				
			A	B	C	D	E
SCHOOL BUS ATTENDANT/ BUS DRIVER TRAINEE	30	Monthly	3,106	3,261	3,424	3,596	3,775
		Hourly	17.92	18.82	19.76	20.75	21.78
SCHOOL BUS DRIVER TECHNICIAN	35	Monthly	3,789	3,979	4,178	4,386	4,606
		Hourly	21.86	22.95	24.10	25.31	26.57
SCHOOL BUS DRIVER	39	Monthly	3,987	4,186	4,395	4,615	4,846
		Hourly	23.00	24.15	25.36	26.63	27.96
SCHOOL BUS DRIVER SPECIALIST	43	Monthly	4,188	4,397	4,617	4,848	5,090
		Hourly	24.16	25.37	26.64	27.97	29.37
SCHOOL BUS DRIVER INSTRUCTOR TRANSPORTATION ROUTE PLANNER	46	Monthly	4,510	4,736	4,973	5,221	5,482
		Hourly	26.02	27.32	28.69	30.12	31.63

SOCIAL SECURITY CONTRIBUTION:

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

LONGEVITY INCREMENTS: +

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

SHIFT DIFFERENTIAL (ARTICLE 7.13.1) :

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

WEEKEND DIFFERENTIAL (ARTICLE 7.8) :

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

On Call (ARTICLE 7.16) :

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

*Salary schedule re-alignment, removed ranges 28, 37, and 40. Added ranges 30, 39, 43, and 46. MOU approved June 27, 2023 Base salary increased 4% effective 7/1/2022

^Based on 8 hour 12 month work calendar

**COUNTER PROPOSALS
FROM
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND
ITS STOCKTON TRANSPORTATION CHAPTER #885
TO
STOCKTON UNIFIED SCHOOL DISTRICT
Reopener Negotiations 2023-2024**

June 11, 2024

ARTICLE VII - HOURS AND OVERTIME

7.9.2 Field Trips

~~Unit members~~ **Drivers** shall qualify for field trip assignments outside of San Joaquin County ~~and Stanislaus County~~ six (6) months after acquiring permanent status, provided they have been sufficiently trained.

Failure to meet either provision shall limit ~~members~~ **drivers** to field trips within San Joaquin County ~~or Cal State Sacramento or Cal State Stanislaus~~ ~~and Stanislaus County~~. A ~~unit member~~ **driver** may qualify for field trip assignments outside of San Joaquin County and Stanislaus County earlier than 6 months after acquiring permanent status with the written approval of the Director of Transportation or designee.

Following the acceptance of a weekend trip by an eligible driver, failure to attend work on the proceeding Friday weekend trip, shall result the unit member driver will in forfeiture the weekend field trip without no replacement rights. entitlement to replacement rights.

a. Posting of Field Trips

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

b. Rotation Lists

Two rotation lists will be maintained throughout the year. One for weekday field trips and one for weekend/holiday field trips. Each rotation list is individual and operates separately from the other. However, both operate on a seniority rotation basis. A unit member driver may opt out of participation on in any field trip rotation list on a bi-annual basis.

- 1. After the exhaustion of all lists (weekday, weekend/holiday, bonus, and all call) all other eligible unit members, by district seniority, may submit their names for consideration of the field trip.**

Eligibility

If a unit member driver has not yet qualified for out-of-town trips, he/she will only be eligible to select local trips within San Joaquin County ~~or Cal State Sacramento or Cal State Stanislaus~~ and Stanislaus County. A unit member driver may qualify for field trip assignments outside of San Joaquin County and Stanislaus County earlier than 6 months after acquiring permanent status with the written approval of the Director of Transportation or designee.

c. Selection of Field Trips

~~Unit members~~ Drivers shall select their trips by seniority from each individual trip rotation list. ~~One for~~ There shall be two lists, the "weekday" field trips and ~~one for the~~ "weekend/holiday" field trips lists. ~~Once~~ After a unit member driver has signed for his/her trip, they shall remove their name from the rotation list. If a unit member driver elects not to take a trip, he/she shall write "pass" next to their name, write the date and time, and remove their name from the rotation list.

A unit member driver on sick leave, vacation, comp-time or any other absence, shall not forfeit his/her place on the rotation list. Upon return from said absence, if he/she has been passed over, he/she shall choose a trip as soon as they return. A more senior unit member driver shall not delay selection of trips due to an absence or vacation.

d. Failure to Select a Field Trip

1. ~~If a driver's~~ name is at the top of either rotation list while ~~you are~~ on duty and ~~the driver you~~ fails to sign for a trip, ~~the unit member's~~ driver's selection shall be passed.
2. If the next ~~unit member~~ driver in seniority is unsure if the ~~unit member~~ driver ~~above~~ before them ~~should~~ will be by passed, he/she shall alert the School Bus Driver Specialist ~~to the situation and he/she~~ who will make the determination.
3. A ~~unit member~~ driver may designate another job steward to sign for a trip in their absence. If a ~~unit member~~ driver cannot sign for their trip in their allotted time it is the responsibility of the ~~unit member~~ driver to make proper arrangements.
4. When a ~~unit member~~ driver has been passed in rotation due to illness or other absence, upon the first day of returning to work fails to sign for a trip before any sign-off while on duty; they will forfeit their trip and be passed.
5. "Failure to Select a Field Trip" as described above also applies to Summer School and ~~Year-Round~~ twelve-month (12 month) ~~unit members~~ drivers.

e. Cancellation of Field Trips

1. ~~In the event that~~ If a ~~unit member~~ driver has selected a trip and that trip is later cancelled, he/she shall immediately be able to select a trip to replace the cancelled trip. This shall apply to changes in trip time of two (2) hours or more, in cases where the ~~unit member~~ driver elects not to accept the trip following the time change.
2. Cancellation of a weekday field trip will only be replaced by a weekday field trip. Likewise, cancellation of a weekend field trip will only be replaced by a weekend field trip. Cancellation of a bonus trip will be replaced by a bonus trip.
3. If more than one (1) bus is assigned to the same field trip and one bus is cancelled, the last ~~unit member~~ driver to sign for the trip shall lose the trip regardless of seniority. If the trip was chosen on rotation, the ~~unit member~~ driver will immediately replace the canceled trip pursuant to 7.9.2c.
4. ~~If bus a driver~~ ~~unit members are~~ is scheduled for a field trip assignments on Saturday/ ~~or~~ Sunday and is not notified of the cancellation prior to reporting to work, ~~they~~ he/she shall receive four (4) hours of pay. ~~be compensated for all scheduled hours~~ receive six (6) hours of pay.

7.16 On Call

"On call" time shall be offered to the School Bus Driver Specialists ~~on the~~ by seniority rotation on a weekly basis. A stipend of ~~\$100~~ \$200.00 (two hundred dollars) will be paid to the School Bus Driver Specialist assigned to the scheduled rotation. A district cell phone will be provided to the on call employee.

*District agrees to proposed language 05/28/2024

ARTICLE IX - WORKING CONDITIONS

ADD 9.5 The District shall provide a mounted navigation device for all buses. The District will not require personal cell phone use for District business related to the transport of students. The radio will be used for all Transportation Department communication.

*District agrees to above proposed language 05/28/2024

***2023-2024 ADDED**

Bargaining unit members shall bid on parking spaces based on "District" seniority. for all job classifications. Fifteen (15) Eighteen (18) parking spaces will be reserved for permanent office staff and visitors which shall be assigned by the Director of Transportation or designee.

ARTICLE XIV – VACATION PLAN

ADD new - 14.6.3 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.

*District agrees to above proposed language 05/28/2024

ARTICLE XVI – LAYOFF, REEMPLOYMENT AND REDUCTION OF HOURS

Discuss as per law and other bargaining units.

LAYOFF AND REEMPLOYMENT

16.1 Pursuant to ~~law~~ the **contract**, if it becomes necessary for the District to ~~terminate~~ **lay off** 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.

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

16.3 Layoff Procedures

16.3.1 March 15th Notice.

In the event it becomes necessary to layoff permanent classified employees, who are not employed in a specially funded program, the District shall comply with all Education Code Section 45117(AB 438) notice and procedural requirements which includes a March 15th notice if the permanent classified employee's services will not be required for the following school year due to lack of work or lack of funds.

16.3.2 Specially Funded Program Notice.

The District shall notify the Union and the affected employees, who are unit members subject to layoff due to the expiration of the specially funded program, in writing sixty (60) days prior to the layoff.

16.3.3 Consistent with law, seniority shall be based on date of hire in a regular classified position. The order of layoff shall be based on seniority and shall proceed as defined by ~~law~~ **the contract**.

16.3.4 If two (2) or more employees subject to layoff have equal seniority in the same classification, the determination of which employee shall be laid off 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 draw.

16.3.5 Employees subject to layoff or reduction in hours shall retain their reemployment rights as specified by law. 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.

16.3.6 In all cases where an employee accepts a demotion or reduction of hours in lieu of layoff, their name shall be placed on the reemployment list for the class from which they were demoted or had a reduction in hours.

~~16.3.6-7~~ 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