

# Stockton Unified School District

# Labor Negotiations Updates

September 24, 2019

This communication is designed to provide our staff and community with information and progress reports relevant to current labor negotiations that are taking place between Stockton Unified School District and the California School Employees Association and its Delta Valley Chapter 821.

Stockton Unified is fully committed and eager to provide its classified employees access to increases to their wages and benefits as soon as possible!

## Negotiations Status

- California School Employees Association and its Delta Valley Chapter 821 filed a unilateral request for impasse for the second time and mediation was held yesterday.
- Unfortunately, the District was unable to reach a settlement agreement with 821 yesterday despite our attempts to do so. CSEA 821 declined our offer and we are headed to fact finding.
- Mediator issued the following statement *“In accordance with Section 3548 of the EERA, I have served as the mediator in the above cited-impasse. I have been unable to effect a settlement in these matters, and I believe that fact finding is appropriate to the resolution of the impasse.”*

## **Here is the latest update of the negotiations.**

- The parties are negotiating a 3-year term agreement.
- The parties have reached agreement on fourteen (14) of the nineteen (19) open Articles.
- There are five (5) outstanding Articles, which the District remains hopeful to resolve.

## **Article 8 – Pay and Allowances**

### District Counter Proposal

4.0% raise for 2019-2020

2.5% raise for 2020-2021

Both Parties agree to reopen negotiations for this article in the 2021-2022 school year

## **IMPORTANT NOTE:**

District’s proposal would have increased employee wages retroactively to July 1, 2019 by 4%.

## **Article 10 – Fringe Benefits**

### District Counter Proposal

The District’s health benefit contribution (including medical, dental, vision and chiropractic) of **\$1,609.30 shall be increased by up to \$60 effective January 1, 2020. In January 1, 2021** health plan year, the **District will provide an additional \$60 a month** to the District’s benefit contribution. The parties agree to reopen and negotiate this article in the year 2022.

## IMPORTANT NOTE:

**District's proposal would fully cover the cost of most frequently used HMO plans for CSEA members with zero cost to them: Kaiser and PERS Select PPO, which constitutes 87% of the employees, enrolled in all the District medical plans offered.**

Decreases in out of pocket cost to employees will be seen for those enrolled in PERS Choice PPO. The District has also offered new plans with less out of pocket costs: Blue Shield Trio HMO, Anthem EPO Del Norte and United Health Care. **Employees have options and could make the appropriate choices during the current enrollment period if we had settled yesterday.**

For Reference, visit the SUSD Risk Management – Benefits website for 2020 medical rates.

<https://www.stocktonusd.net/cms/lib/CA01902791/Centricity/Domain/321/2020%20Benefit%20Rates.pdf>

### Article 5: Job Steward Leave

The District proposed to remain status quo, which means the **District continues to cover the full cost of release time for CSEA Job Stewards** participating in the investigation of grievances, grievance meetings and response to grievances.

### Article 12: Vacation

The District proposed to remain status quo to the request of an additional vacation day by the union.

**The District deferred the money for the cost of vacation days to provide for a higher wage and benefit increase.**

### Article 15: Leaves

The District proposed 100 day extended leave at 50% in accordance Education Code Section 45191 and 45916. Here is the language proposed which at one point the union had said they would agree to.

15.15 *When a bargaining unit member is absent from duty 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 not exceed fifty percent (50%) deduction from the employee's regular pay.*

15.15.1 *All bargaining unit members shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which s/he is entitled under Education Code Section 45191. These days shall be used concurrently. Such days of paid sick leave in addition to those required by Education Code Section 45196 shall be compensated at fifty percent (50 %) of the employee's hourly rate. For employees who are less than eight (8) hours the deduction from their sick leave will be based on their previous monthly average accrual.*

*The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.*