

CONTRACT BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
STOCKTON CHAPTER #318
PARAPROFESSIONALS



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STOCKTON CHAPTER #318

PARAPROFESSIONALS

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PREAMBLE

This agreement is made and entered into July 15, 2022, by and between Stockton Unified School District, hereinafter referred to as the District, and California School Employees Association and its Stockton Chapter 318 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 Chapter #318, 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 Classification of Chapter 318 Paraprofessionals

1.2 Non Discrimination

The district shall not discriminate against Association bargaining unit members on the basis of race, color, creed, age, sex, sexual orientation, national origin, political affiliation, marital status, physical handicap, veteran status, 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 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 six (6) months or the one hundred thirty (130) days of paid service, whichever is longer, provided the bargaining unit member received one (1) unsatisfactory overall evaluation, 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 (1) additional evaluation. The months for the evaluation cycle exclude summer break. 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 six (6) months or one hundred thirty (130) days of paid service in attendance at their designated site(s); whichever is longer
 - 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. The Association member shall receive a copy of the evaluation.

- 2.2.3 If the 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.

- 2.8** 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.

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 An Association member has the right to become a member of the Association. The District will provide payroll deductions for dues for those Association members who chose to be members of the Association.

District's Obligation

The District agrees to refer District employee questions about Association membership and dues to the Chapter President, Vice President, or the Labor Relations Representative.

3.4 Payment Method

The Association shall have the sole and exclusive right to payroll deduction of membership dues at the CSEA established rate.

The Association shall notify the District of all members who are subject to dues deductions.

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

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title / Classification;
- vi. Department;
- vii. Primary Worksite Name;
- viii. Work Telephone Number;
- ix. Home Street Address (Incl. Apartment #);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 Digits);
- xiii. Home Telephone Number (10 Digits);
- xiv. Personal Cellular Telephone Number (10 Digits);
- xv. Personal Email Address of the Employee;
- xvi. Birth Date;
- xvii. Employee ID;

- xviii. CalPERS Status; (“Y” if in CalPERS; “N” if not in CalPERS);
- xix. Hire Date;

The CSEA President or designee will be provided by the District a list of each bargaining unit member’s name and contact information, as authorized by each represented employee, on the last working day of October, February and June.

3.6 New Employee Orientation:

- a. “New Employee Orientation” means the onboarding process for newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.
- b. The District will provide CSEA access and notice of new employee orientations no less than ten (10) days’ notice in advance of orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that were not reasonably foreseeable.
 - i. CSEA may send employee up to two (2) representatives and/or a CSEA Labor Representative to the new employee orientation, and those representatives will have up to thirty (30) minutes total to address the new employees.
 - ii. The intent of the District is to hold orientation sessions on District property however; in the event District facilities are not available, the union will be notified of the change in location.
- c. The District may include the CSEA membership application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.

ARTICLE 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 quarterly. 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 member's 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 provide the Association three (3) copies of the Board's agenda and three 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 1200 cumulative hours per fiscal year. The Director of Classified Personnel or designee 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.

4.11.2 Bargaining unit members may request a copy of the agreement printed at the District's expense no later than thirty (30) working days from the date the signature page is received. A form will be created and distributed to facilitate members' request.

4.11.3 The District agrees to provide newly hired bargaining unit members a copy of this Agreement, printed at District expense, within seven (7) work days 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 (31st) day. The Association shall reimburse the District for the Association member's full salary for each day beginning with the ninety-first (91st) 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.

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 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/administrator shall be in writing. If a supervisor/manager/administrator is unavailable the steward shall notify the Director of Labor Relations or his/her designee.

Those designees are
Assistant Superintendent of Human Resources
Director of Classified Personnel
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 and seniority for summer school selection is determined by hours in paid status in the 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 personally delivered to the President of the local chapter or mailed via District inter-school mail to the Chapter #318 mailbox located at the District Office mailroom. First class mail notice directed to CSEA Stockton Chapter #318 office.
- 6.3 "**Permanent Employee**" is a regular employee who successfully completes an initial probationary period, which shall normally not exceed six (6) work months of paid service beyond the initial date of employment.
- 6.4 "**Parties**" refers to entities in the Preamble.
- 6.5 "**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.
- 6.6 "**Short-term Employee**" is an employee who is employed for less than one hundred and ninety five (195) working days to perform a 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.
- 6.7 "**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.

ARTICLE VII HOURS AND OVERTIME

7.1 Work Year

Chapter 318 bargaining unit members work assignments shall be set at the beginning of the school year. Any change of assignment after that time shall be based solely on student’s need. Such change of assignment shall not be made for arbitrary or capricious reasons.

7.2 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.

7.3 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.

7.4 Reduction in Assigned Time

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

7.4.2 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.

7.5 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 seventy-five (75) calendar days in accordance with Section 13.1.4.1.

7.6 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.

7.7 Four/Tens

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

7.8 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.

7.9 Rest Periods

7.9.1 Bargaining unit members who work five (5) hours or more will receive two (2) breaks; one (1) fifteen (15) minute and one (1) ten (10) minute per day. Bargaining unit members who work fewer than four (4) hours per day, assigned to a classroom whose primary duty is work directly involved with pupils shall be granted a fifteen (15) minute rest period.

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

7.9.3 Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the bargaining unit member.

7.10 Rest Facilities

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

7.11 Voting

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.

7.12 Overtime

7.12.1 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 (1/2) the regular rate of pay of the employee.

- 7.12.2 Overtime is defined to include any time worked on site 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.
- 7.12.3 All hours worked on holidays designated by this Agreement shall be compensated at time and one-half (1/2) in addition to the pay for the holiday.
- 7.12.4 All hours worked on the sixth (6th) and seventh (7th) consecutive days of work shall be compensated at one and one-half (1-1/2) times the regular rate of pay.

7.13 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.

7.13.1 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 forty (40) cents per hour salary increase over and above a regular day bargaining unit member of the same classification, effective July 1, 2000. The rate will change to 50 cents per hour, effective July 1, 2001. 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 forty cents (.40) per hour effective July 1, 2000. The rate will change to fifty cents (.50) per hour effective July 1, 2001.

7.13.2 Weekend Differential

Classified bargaining unit members who are regularly assigned to work on Saturday and/or Sunday will receive a differential pay of twenty five cents (.25) per hour for all time worked except that an employee who receives differential pay pursuant to 7.13.1 shall only receive weekend differential for hours actually worked on Saturday and/or Sunday.

7.14 Compensatory Time Off

- 7.14.1 Because of the Fair Labor Standards Act, compensatory time off in lieu of pay as defined in the Education Code will be allowed as defined in 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.

7.14.2 If compensatory time has been elected, an employee may accumulate up to two hundred and forty (240) hours. However, compensatory time must be taken within twelve (12) months of when 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.

7.14.3 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 forty (40) hours limit. Such reduction in the workweek can be made only upon the written request of the individual bargaining unit member.

7.15 Distribution of Overtime

All opportunity for daily overtime shall be shared equally among such bargaining unit members. Regardless of seniority, all opportunity for daily overtime and extra time available to bargaining unit members in the same job classification on the same shift shall be shared equally among such bargaining unit members.

7.16 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.

7.17 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 (1 ½) or a guarantee of four (4) hours at the bargaining unit member's regular rate, whichever is greater.

7.18 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.

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 Paraprofessional Chapter 318, 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 Rate of Pay

2020-2021 2% effective July 1, 2020.

2020-2021 An additional 0.5% retroactive to July 1, 2020 and ongoing on salary schedule (Agreed June 24, 2021)

2021-2022 4% ongoing salary schedule increase effective July 1, 2021.

* Beginning the 2017-2018 school year, one (1) additional day will be added to the CSEA 318 calendar to assist in setting up the instructional program.

* Beginning the 2015-2016 school year, two (2) professional development days will be added.

* Bachelor's Increment - \$1,358 per year (will be paid out monthly as a prorated stipend)

* Bargaining unit members who qualify as having a bachelor's degree with the intent to become a teacher within Stockton Unified School District shall receive a one-time, lump sum payment of five percent (5%) based off the members current annual base salary upon verified enrollment in an eligible intern or student teacher credential program.

* Master's Increment - \$3,000 per year (will be paid out monthly as a prorated stipend)

* Doctorate's Increment - \$6,000 per year (will be paid out monthly as a prorated stipend)

8.1.3 **For 2006/07:** CSEA Chapter #318 will not forfeit the income protection plan. In exchange for keeping the income protection plan, CSEA Chapter #318 will accept the following on wages. The District salary schedules for bargaining unit members will be increased by two and one half (2.5%) percent for all positions. Salary increases shall be effective July 1, 2006 for all bargaining unit members.

- 8.1.4 In consideration of the economic impact caused by the expiration of the “Payroll Tax Holiday” the “parties” agree to restore the Stockton Chapter 318 salary schedule by one percent (1%) effective immediately upon ratification.
- 8.1.5 The “Incremental schedule for Education Units” effective 01/01/2013 and found in Appendix A and Appendix B as attached for reference shall be increased by two percent (2%) at all steps, including for all employees hired after July 1, 1983.

8.2 Progression on Salary Schedule

8.2.1 Anniversary Date

All bargaining unit members shall have a salary step anniversary date of July 1. In order to implement this 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.

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.

8.3.1 Side Letter agreement:

All ten (10) month bargaining unit members shall be paid in eleven (11) monthly payments. Any additional days worked beyond the ten (10) regular work months, shall be paid based on actual time worked. In the event that an employee does not work their contractual days in August and receives a pay warrant in August, any overpayment made will be docked from the employee’s next pay warrant.

Bargaining unit members may elect to spread their eleven (11) 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 (5th) 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 Compensation for Bargaining Unit Members Working Out of Classification

Bargaining unit members assigned temporarily for five (5) or more work days 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.

8.7 Salary Placement For Employee Who Resigns And Is Reemployed

A classified bargaining unit member who resigns after three years of satisfactory service in the District and who is reemployed in the same classification within one 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.

8.8 Paraprofessional Increments

8.8.1 Vertical movement from one group to another on the Paraprofessional salary schedule shall be based upon successful completion of approved lower division units, upper division or graduate units, or approved in-service courses.

8.8.2 All units shall be completed prior to September 1 and transcripts submitted to the Human Resources Department prior to November 1. Salary adjustment for unit credit shall be made once each year after transcripts are received and shall be retroactive to the first day of paid service for the school year as provided in Appendix A and B.

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.

Effective July 1, 2021 longevity steps will be increased by 4%

Longevity steps will be increased as follows:

Effective July 1, 2018 - \$50 per month

Effective July 1, 2019 - \$25 per month

Effective July 1, 2020 - \$15 per month

Commencing with the 5th year

Effective July 1, 2020 - \$90.00 per month

Effective July 1, 2021 - \$94.07 per month

Commencing with the 10th year

Effective July 1, 2018 - \$153.32 per month

Effective July 1, 2019 - \$178.32 per month

Effective July 1, 2020 - \$193.32 per month

Effective July 1, 2021 - \$212.96 per month

Commencing with the 15th year

Effective July 1, 2018 - \$170.94 per month

Effective July 1, 2019 - \$195.94 per month

Effective July 1, 2020 - \$210.94 per month

Effective July 1, 2021 - \$232.69 per month

Commencing with the 20th year

Effective July 1, 2018 - \$250.60 per month

Effective July 1, 2019 - \$275.60 per month

Effective July 1, 2020 - \$290.60 per month

Effective July 1, 2021 - \$321.92 per month

Commencing with the 25th year

Effective July 1, 2018 - \$261.58 per month

Effective July 1, 2019 - \$286.58 per month

Effective July 1, 2020 - \$301.58 per month

Effective July 1, 2021 - \$334.21 per month

Commencing with the 30th year

Effective July 1, 2018 - \$506.76 per month

Effective July 1, 2019 - \$531.76 per month

Effective July 1, 2020 - \$546.76 per month

Effective July 1, 2021 - \$608.84 per month

8.11 Promotional Placement

A permanent bargaining unit member who is promoted shall be placed on the next higher salary amount in the new classification, which shall be no less than a five percent (5%) increase in salary. 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 Parity

For the duration of the 2021-2024 CBA, if another union negotiates and agreement for a superior wages and health and benefits package, the negotiated agreement shall also be applied to CSEA 318 bargaining unit members unless the parties agree otherwise. This parity language expires June 30, 2024.

ARTICLE IX EMPLOYEE EXPENSES AND MATERIALS

9.1 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.

9.2 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.

9.3 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.

9.4 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. A financial review of the POS plan will be conducted during the school year and each fiscal year thereafter. The financial review will be completed no later than February 15th. The purpose of the review will be to determine whether to continue with the same POS provider in the subsequent years or to change to another POS provider. No change will be made in the POS provider unless the Association and the District negotiate such a change. Effective November 1, 2009 through December 31, 2010, 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 September 1, 2009; The parties agree that members will remain in CalPERS until a change in providers is negotiated. (Pursuant to Appendix I Successor Agreement dated September 11, 2009)

In keeping with the spirit of the "ongoing" language of Article X, "Effective January 1, 2010, through December 31, 2010, the District shall pay the premium of the CalPERS Blue Shield Access **PLUS** plan less twenty-five dollars and forty-three cents (\$25.43). (Pursuant to Appendix I Successor Agreement dated September 11, 2009).

10.1.1 Payments and Continuation of Payments

Effective January 1, 2011, and ongoing, the district shall pay the premium of the CalPERS Blue Shield Access **PLUS** plan less one-hundred dollars (100.00) The District's monthly contribution toward any plan shall be adjusted accordingly.(Pursuant to Appendix I Successor Agreement dated September 11, 2011).

All co-pays shall be the responsibility of the employee limited only to the Co-pay amounts presented by the District on September 1, 2009 referred to as Exhibit H attached. The District agrees that any changes in co-pays has to be negotiated with the union before implementation. (Pursuant to Appendix I Successor Agreement dated September 11, 2011).

The "buy-up" provisions for the other health plans shall remain in effect. All dollar figures are based on twelve month employees.

The parties acknowledge that the employee 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 provide in the agreement within forty-five (45) days after ratification.

During the 2006/07 school year CSEA and the District will participate equally (same number of committee members) in health benefits plan modification efforts with the goal of controlling the premium cost of health benefits. 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.

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

Each bargaining unit member who selects the more costly HMO or POS medical plan shall be required to complete a payroll deduction authorization form so that the differential amount above the health benefit allowance may be deducted. Failure to execute a payroll deduction form may result in cancellation of insurance for the bargaining unit member and their dependents for non-payment of premiums.

Effective July 1, 2003, any active bargaining unit member eligible for District medical coverage, may elect not to participate in the District's medical plan with proper verification of coverage under a spouse's medical plan. In such case, the District will offer a spousal rebate of fifty percent (50%) of the lowest medical plan rate.

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 health benefit allowance. The full annual maximum benefit of Dental coverage is \$1,500 per covered individual for non-PPO dentist or \$1,700 for PPO dentist.

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 sixty-five (65) or until the CSEA member is eligible for Medical/Medicare, whichever comes first.

10.3.3 Retirement for less than 4 hour employees (alternative to Social Security)

Effective immediately the District shall notify SISC that it will cancel the contract for the SISC Defined Benefit program for the members of Stockton #318 unit members currently enrolled in that plan. The SISC Defined Benefit Program will cease for Stockton #318 unit members on December 31, 2006. Prior to December 31, 2006, Stockton #318 unit members (less than 4 hour employees) in the SISC Defined Benefit Program will be enrolled in the American Fidelity Alternative to Social Security Program. The District will contribute on behalf of the employees the amount equivalent to a four and one half (4.5%) percent into the American Fidelity Alternative to Social Security Program beginning January 1, 2007. The employee will contribute three (3%) “pre-tax” dollars to the American Fidelity Alternative to Social Security Program.

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 the HMO or POS if selected. The plan will be subject to the health benefit allowance.

10.5 Vision Care

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

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 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 Juneteenth – June 19
- 11.1.8 Independence Day - July 4
- 11.1.9 Labor Day - First Monday in September
- 11.1.10 Veterans' Day - November 11
- 11.1.11 Thanksgiving Day – The Thursday proclaimed by the President and the following Friday.
- 11.1.12 Christmas Eve - December 24
- 11.1.13 Christmas Day - December 25
- 11.1.14 Day after Christmas - December 26
- 11.1.15 New Year's Eve - December 31
- 11.1.16 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.

11.3 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 **Teacher Training Days**

Any day granted as a teacher training day, teacher institute, or teacher-parent conference day by whatever name for whatever purpose is a regular workday for all bargaining unit members.

11.3.5 **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.

11.3.5.1 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.

11.3.5.2 Bargaining unit members who are not normally assigned duty immediately before or after the July 4th holiday, and who are nonetheless in paid status on the working day immediately preceding or succeeding the July 4th 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

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 vacation at these times. Employees may take the remainder of their paid vacation during any other days, upon mutual agreement, in accordance with Section 12.8.4.2 of this agreement. Any remaining vacation shall be paid at the bargaining unit member's regular hourly rate of pay, in accordance with Section 12.8.4.2 of this agreement.

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.

12.2.2 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.

12.3 Accumulation

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

12.3.1 From the first (1st) month of service through the first (1st) 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. All employees shall receive one (1) additional vacation day per fiscal year that shall be ongoing. (Pursuant to Appendix M Tentative Agreement dated June 10, 2013).

12.3.2 Commencing with the second (2nd) through fifth (5th) 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 (6th) through tenth (10th) 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 (11th) through the fourteenth (14th) 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 (15th) 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 (24th) year of service.
- 12.3.6 Commencing with the twenty-fifth (25th) year of service, employees shall be entitled to an annual vacation of twenty-eight (28) days.
- 12.3.7 Upon completion of the thirtieth (30th) year of service, employees shall receive four (4) additional vacation days.
- 12.3.8 Effective July 1, 2019, all bargaining unit members will receive one (1) additional paid vacation day, which can be used or cashed out in accordance to Section 12.8 and 4.2.5 of this collective bargaining agreement.

12.3.9 Maximum Vacation Earnings Per Year of Service

Vacation Earnings are calculated based on ten (10) month employees with an additional day per Tentative Agreement dated 06-10-13.

0-1	years	= 11 days
2-5	years	= 13.5 days
6-10	years	= 16 days
11-14	years	= 18.5 days
15-19	years	= 19.5 days
20-24	years	= 20.5 days
25 +	years	= 28 days
30 +	years	= 32 days

- 12.3.10 Beginning of each new school year, nine (9) vacation days will automatically be deducted. For Winter Recess, five (5) days will be deducted and for Spring Recess, four (4) days will be deducted.

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 Termination

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

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 Carryover

Vacation time earned by bargaining unit members working twelve (12) months shall be taken before December 31 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 employees' regular hourly rate of pay no later than February 15th.

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 15th. If the bargaining unit member elects to carry over and is unable to use by June 30th, the bargaining unit member shall be compensated at bargaining unit member's regular hourly rate of pay no later than July 30th.

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 employees so far as practicable with the District's work requirements, and within the District guidelines under 12.2 of this agreement. 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 Workdays during the winter and spring recesses shall be utilized as vacation days.
 - 12.8.4.2 Vacation days not used to cover the winter 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

12.9.1 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.

12.9.2 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, same hours, and same pay, 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 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").

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 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 the increase 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 in hours 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 termination, 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 seventy-five (75) calendar 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 Chapter 318 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.
- 13.2.2 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
- 13.2.3 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.

13.3 Interim Appointment

- 13.3.1 The District agrees to provide an opportunity for qualified bargaining unit members to work in “acting status” in preference to hiring substitutes from outside the bargaining unit for interim appointments. Interim appointments shall include vacancies or unpaid leaves of absences of three (3) months or more created by permanent, regular employees who have been granted any leaves under this Agreement. A bargaining unit member who wishes to work in an “acting status” must notify the Human Resources Department within ten (10) days of the interim appointment being posted at all work sites. If two (2) or more bargaining unit members wish to work in an acting status for the same position, the employee with the greatest District seniority will be selected. A bargaining unit member may work in an “acting status” only once during each fiscal year, unless all employees in a classification who wish to work in acting status have been allowed the opportunity to do so and the list has been exhausted. Interim appointments or substitutes hired to replace such bargaining unit members in their regular positions shall not fall under the seventy-five (75) day restriction of Section 13.1.4.1 because no vacancy is thereby created.

13.4 Vacancy Procedures

- 13.4.1 The District shall fill all vacancies by completing procedures in the following priority order:
- 13.4.1.1 The District shall recall bargaining unit members on the reemployment list as required by the provisions of Article XIV.
- 13.4.1.2 The District shall complete necessary involuntary transfer.

13.4.1.3 The District shall offer the position to those bargaining unit members with the same classification and a lesser number of regularly assigned hours. The applicant with the greatest District seniority within the classification shall be given the vacant position provided the most recent evaluation on file has an overall meets or exceed standards.

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

13.4.1.5 The District shall complete all requests for promotions in accordance with Section 13.7.

13.5 Lateral Transfers

13.5.1 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.

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

13.5.3 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 (1) 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.

13.5.4 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.

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

13.6 Involuntary Transfers

13.6.1 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.

Prior to any movement or when yearly assignments of special education assistants are being considered, the following must take place in this order:

- A. The District shall provide CSEA #318 with a list of all special education assistants that will be affected. The list shall also include the special education assistants' current site, the proposed move, and whether the move will affect the entire class or individual special education assistant.
- B. CSEA #318 will be provided an opportunity to meet with the district to discuss the effects and impacts of the proposed movements at least ten business (10) days prior to the effective movement date.
- C. The District shall provide CSEA #318 with a staffing report of all CSEA #318 employees at all the affected sites, including name, job title and hours of all CSEA #318 employees.

13.6.2 It has been the existing practice and shall continue for the special education assistants to consider moves in the following order:

- A. If the special education class is moved, the assistant has the option of moving with the class.
- B. If the assistant declines, the least senior in that classification at that site will be moved.
- C. If the assistant wishes to move to other new assignments being established at the site, the request must be submitted in writing to the site administrator. If unresolved, the assistant may appeal to the Personnel Department.

13.6.3 When the District and CSEA #318 disagrees on a proposed movement, exception shall be made in this order:

- A. The District shall provide CSEA #318 with specific reasons as to why the proposed movement is necessary.
- B. CSEA #318 will be provided an additional opportunity to meet with the District to discuss the effects and impacts of the proposed movements.

C. If an agreement is reached in these exceptional cases, the member(s) affected with the movement will be compensated an additional five (5%) percent of their salary to be paid monthly for as long as the member remains doing the work.

13.6.4 The District shall limit the number of involuntary transfers to one (1) involuntary transfer per employee per one (1) school year.

13.6.5 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 Personnel Department regarding the proposed transfer.

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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.

13.7 Promotional Opportunities

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

13.7.2 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 Personnel 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.

13.7.3 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 sixty (60) 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.

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

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 sixty (60) calendar days prior to the date of layoff and the notice shall contain the reason therefor.

14.3.5 In lieu of layoff, a bargaining unit member may voluntarily consent to a reduction in hours of employment, or to assignment to a class or grade lower than that in which the employee has achieved permanence, in order to avoid interruption of employment by layoff.

14.3.5.1 To be considered for demotion in lieu of layoff, a bargaining unit member must notify the Personnel Department in writing of such election not later than five (5) calendar days after receiving notice of layoff.

14.3.5.2 Any bargaining unit member replaced by such demotion has the same option of demotion afforded by this rule as if a position had been abolished or discontinued.

14.3.5.3 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 higher, classification at the time of demotion.

14.3.5.4 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.

14.4 Reemployment Rights

14.4.1 Persons laid off because of lack of work or lack of funds are eligible to 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.

14.4.2 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 tests of fitness under which they qualified for appointment to the class shall still apply.

14.4.3 Bargaining unit members who take voluntary demotions or voluntary reductions 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.

14.4.4 A bargaining unit member on a reemployment list may decline three (3) offers of reemployment in the former class and status. After the third (3rd) refusal, no additional offers need be made and the bargaining unit member shall be considered unavailable.

14.4.5 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.

14.4.6 Bargaining unit members who have been given layoff notices by the district shall have the right to retraining options provided by the district. These options shall include:

14.4.6.1 The District shall allow bargaining unit members affected by a layoff to be released from work to attend job

interviews within the District with prior notice given to the site/department or manager/administrator and Human Resources Department.

- a. The District will allow the bargaining unit member ninety (90) minutes to attend in-district interviews.
- b. Interview time will not be taken from bargaining unit member's existing leave balance.
- c. Anything over the allotted ninety (90) minutes will be charged to the employees' personal time unless authorized by the bargaining unit member's current supervisor.

14.4.7 Any Association member who is subject to layoff for lack of work or lack of funds and who elects service retirement from the Public Employees 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.

14.5 Seniority Rights/Bumping Rights:

- 14.5.1 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 the basis of the first date of paid service in the classified service (excluding any substitute time) or, if that is equal, by lot.
- 14.5.2 Effective July 1, 2021, the basis of the first date of paid service in the classified service as seniority within the classification.
- 14.5.3 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.

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 more than two hundred and fifty (250) miles. 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, domestic partner 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 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.

15.2.1 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 his or her 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, (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 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 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 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 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 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.

15.11 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 s/he is 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 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.

15.19.1 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 his/her 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.
 - 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).

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, which shall 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.

17.3.3 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 Request for Continuance

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 grievance is a dispute regarding the interpretation, application, or violation involving a specific term or provision of this collective agreement. A grievant is either a bargaining unit member directly affected by the dispute or the Association.

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

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.

- 18.3.3.1 The Association, if concurring with the grievant's request to seek conciliation, will request the California Mediation and Conciliation Service to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made.
- 18.3.3.2 The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Association) within ten (10) work days of receipt of letter, who shall attempt to resolve the grievance. If for any reason the California Mediation and Conciliation Service fails to or refuses to act as provided herein, the Parties shall meet and seek alternative conciliation methods.

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

18.3.4 Level IV

If satisfactory settlement cannot be obtained at Level III, the decision may be referred to an arbitrator within twenty (20) working days or by agreement of the parties.

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.

18.4 General Provisions

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

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

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

18.4.4 The date of receipt of each writing, required pursuant to this procedure; shall be determined as follows:

- 18.4.4.1 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.
- 18.4.4.2 For purposes of this procedure, the term writing shall include the grievance, the grievance appeal, the answer to the grievant, or grievance appeal, or any other required writing.
- 18.4.5 The presence of advisors may be requested at any stage of the procedure by the administrator hearing the grievance or the grievant.
- 18.4.6 Requests for necessary and relevant information shall be made prior to any conference at the beginning level. Clarification of information shall be granted but new issues which constitute a separate grievance beyond those originally presented shall not be introduced at any succeeding level.
- 18.4.7 Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given in the preceding step.
- 18.4.8 The parties can agree to suspend any time lines during the summer or off track time periods.
- 18.4.9 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor unless there exists a clear and present danger to the employee at which time the employee has the right to appeal directly to the Superintendent or designee.
- 18.4.10 Resolution of an individual grievance shall be deemed to rectify the grievance only and shall not necessarily be deemed as establishing precedent.
- 18.4.11 Disposition of grievances shall not be used in the evaluation of bargaining unit members. A grievant may terminate a grievance at any time.
- 18.4.12 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.
- 18.4.13 The grievance procedure as presented in this article must be utilized unless portions are waived by consent of the parties.
- 18.4.14 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.

18.4.15 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

The District will release current employees from assigned duty to take the courses required for First Aid and CPR Certificates. Release time will be provided for recertification for First Aid and CPR. The District will facilitate the scheduling of First Aid and CPR courses for employees. The parties agree to meet to discuss periodically further implementation of the First Aid and CPR requirements. New employees and employees promoted to positions requiring First Aid and CPR certificates will have six (6) months to obtain valid certificates. Upon request, the District will provide a copy of the First Aid and CPR Certificate to the employee.

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

21.1 Restrictions

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.

21.2 Notice to The Association

Consistent with 21.1, the District shall notify the appropriate chief job steward and the Chapter President of its intent to contract out bargaining unit work, providing at least ten (10) days prior notice. If the Association desires to negotiate, it will make such request within five (5) working days of receipt of the notification. This in no manner waives the Association's rights under section 21.1. The notification from the District will be substantially complete and will include relevant and necessary information.

21.3 District and the Association Obligations

- a) Volunteer projects are those projects proposed to be done by volunteers from the school or local community. Volunteers will not be used in lieu of employing bargaining unit members.
- b) The use of volunteers shall be jointly monitored by the Association and District to insure that work previously assigned to bargaining unit members who are laid off, have reduced hours, or whose work year is reduced, is not performed by non-bargaining unit members.

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.

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 XXVI DURATION OF AGREEMENT

- 26.1** This Agreement shall be effective from July 1, 2021 through June 30, 2024. The parties mutually agree to meet and negotiate two (2) articles for reopeners and salary for 2022-2023 and 2023-2024 school years.

APPENDIX

A

**CSEA CHAPTER 318 - PARAPROFESSIONALS
SALARY SCHEDULE
Effective *7/01/2021**

The following positions will be compensated according to the incremental schedule below:

After School Site Program Facilitator	Community Assistant
Bilingual Assistant	Instructional Assistant
Bilingual Evaluation Assistant	Montessori Assistant
Child Assistant	Preschool Assistant
Native American Cultural Center Assistant	Infant Center Assistant

INCREMENTAL SCHEDULE FOR EDUCATION UNITS

Semester Unit	Range	INCREMENTAL SCHEDULE FOR EDUCATION UNITS				
		A (Monthly - Hourly)	B (Monthly - Hourly)	C (Monthly - Hourly)	D (Monthly - Hourly)	E (Monthly - Hourly)
0 -14	26	2,733 - 15.77	2,874 - 16.58	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16
15-29	29	2,943 - 16.98	3,085 - 17.80	3,246 - 18.73	3,406 - 19.65	3,577 - 20.63
30-44	32	3,162 - 18.24	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14	3,849 - 22.21
45-59	34	3,321 - 19.16	3,389 - 19.55	3,664 - 21.14	3,849 - 22.21	4,042 - 23.32
60-74	36	3,493 - 20.15	3,664 - 21.14	3,849 - 22.21	4,042 - 23.32	4,242 - 24.48
75-89	38	3,664 - 21.14	3,849 - 22.21	4,042 - 23.32	4,242 - 24.48	4,455 - 25.70
90+	40	3,849 - 22.21	4,042 - 23.32	4,242 - 24.48	4,455 - 25.70	4,679 - 27.00

EMPLOYEES HIRED AFTER JULY 1, 1983

Semester Unit	Range	EMPLOYEES HIRED AFTER JULY 1, 1983				
		A (Monthly - Hourly)	B (Monthly - Hourly)	C (Monthly - Hourly)	D (Monthly - Hourly)	E (Monthly - Hourly)
0-20	26	2,733 - 15.77	2,874 - 16.58	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16
21-40	28	2,874 - 16.58	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16	3,493 - 20.15
41-60	30	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14
61-80	32	3,162 - 18.24	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14	3,849 - 22.21
81+	34	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14	3,849 - 22.21	4,042 - 23.32

*4% increase retroactive to 7/1/2021
Revised 07/01/2021 and adopted by the Board as of 10/26/2021
Salary increase of 0.5% retroactive to 7/01/2020

NON-INCREMENTAL SCHEDULE

Position	Range				
CAI Assistant	30				
Dance Assistant	30				
Band Assistant	40				
Concert Music Assistant	40				
Mariachi Music Assistant	40				
Educational Sign Language Interpreter	54				
Speech Lanugage Path Assistant	54				
Range	A	B	C	D	E
	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)
26	2,733 - 15.77	2,874 - 16.58	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16
27	2,804 - 16.18	2,943 - 16.98	3,085 - 17.80	3,246 - 18.73	3,406 - 19.65
30	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14
40	3,849 - 22.21	3,944 - 22.75	4,042 - 23.32	4,455 - 25.70	4,679 - 27.00
54	5,437 - 31.37	5,711 - 32.95	5,999 - 34.61	6,296 - 36.32	6,610 - 38.13

CSEA CHAPTER 318 - SPECIAL EDUCATION PARAPROFESSIONALS SALARY SCHEDULE Effective *7/01/2021

Special Education Assistant/Braille Transcriber
 Special Education Assistant/Hearing Impaired
 Special Education Assistant/Learning & Communicatively Handicapped
 Special Education Assistant/Learning & Communicatively Handicapped (One-on-One)
 Special Education Assistant/Physically Handicapped
 Special Education Assistant/Severely Mentally Handicapped
 Special Education Assistant/Severely Mentally Handicapped (One-on-One)
 Special Education Aquatic Assistant
 Special Education Development Assistant

INCREMENTAL SCHEDULE FOR EDUCATION UNITS

Semester Unit	Range	A	B	C	D	E
		(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)
0-20	33	3,246 - 18.73	3,406 - 19.65	3,577 - 20.63	3,756 - 21.67	3,946 - 22.76
21-40	34	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14	3,849 - 22.21	4,042 - 23.32
41-60	35	3,406 - 19.65	3,577 - 20.63	3,756 - 21.67	3,946 - 22.76	4,144 - 23.91
61-80	36	3,488 - 20.12	3,660 - 21.12	3,841 - 22.16	4,034 - 23.28	4,232 - 24.42
81+	37	3,577 - 20.63	3,756 - 21.67	3,946 - 22.76	4,144 - 23.91	4,347 - 25.08

*4% increase retroactive to 7/1/2021
 Revised 07/01/2021 and adopted by the Board as of 10/26/2021
 Salary increase of 0.5% retroactive to 7/01/2020

NON-INCREMENTAL SCHEDULE

Position	Range				
Special Education Behavioral Intervention Assistant	45				
Range	A	B	C	D	E
	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)
45	4,355 - 25.13	4,463 - 25.75	4,575 - 26.39	4,688 - 27.04	4,806 - 27.73

LONGEVITY

Commencing with the 5th year	\$94.07 per month
Commencing with the 10th year	\$212.96 per month
Commencing with the 15th year	\$232.69 per month
Commencing with the 20th year	\$321.92 per month
Commencing with the 25th year	\$334.21 per month
Commencing with the 30th year	\$608.84 per month

DEGREE STIPENDS:

BA Increment:	\$1,358.00
MA Increment:	\$3,000.00
Doct Increment:	\$6,000.00

*4% increase retroactive to 7/1/2021
Revised 07/01/2021 and adopted by the Board as of 10/26/2021
Salary increase of 0.5% retroactive to 7/01/2020

**CSEA CHAPTER 318 - PARAPROFESSIONALS
SALARY SCHEDULE
Effective 07/01/2021**

The following positions will be compensated according to the incremental schedule below:

Community Assistant	Bilingual Assistant
Instructional Assistant	Bilingual Evaluation Assistant
Montessori Assistant	Child Assistant
Preschool Assistant	Native American Cultural Center Assistant
Infant Center Assistant	

INCREMENTAL SCHEDULE FOR EDUCATION UNITS

Semester Unit	Range	A	B	C	D	E
		(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)
0 -14	26	2,733 - 15.77	2,874 - 16.58	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16
15-29	29	2,943 - 16.98	3,085 - 17.80	3,246 - 18.73	3,406 - 19.65	3,577 - 20.63
30-44	32	3,162 - 18.24	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14	3,849 - 22.21
45-59	34	3,321 - 19.16	3,389 - 19.55	3,664 - 21.14	3,849 - 22.21	4,042 - 23.32
60-74	36	3,493 - 20.15	3,664 - 21.14	3,849 - 22.21	4,042 - 23.32	4,242 - 24.48
75-89	38	3,664 - 21.14	3,849 - 22.21	4,042 - 23.32	4,242 - 24.48	4,455 - 25.70
90+	40	3,849 - 22.21	4,042 - 23.32	4,242 - 24.48	4,455 - 25.70	4,679 - 27.00

EMPLOYEES HIRED AFTER JULY 1, 1983

Semester Unit	Range	A	B	C	D	E
		(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)
0-20	26	2,733 - 15.77	2,846 - 16.42	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16
21-40	28	2,874 - 16.58	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16	3,493 - 20.15
41-60	30	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14
61-80	32	3,162 - 18.24	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14	3,849 - 22.21
81+	34	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14	3,849 - 22.21	4,042 - 23.32

*Added new positions and pay range 48
4% increase retroactive to 7/1/2021

NON-INCREMENTAL SCHEDULE

Position	Range				
CAI Assistant	30				
Dance Assistant	30				
Band Assistant	40				
Concert Music Assistant	40				
Mariachi Music Assistant	40				
Expanded Learning Site Program Facilitator*	48*				
Educational Sign Language Interpreter	54				
Speech Lanugage Path Assistant	54				

Range	A (Monthly - Hourly)	B (Monthly - Hourly)	C (Monthly - Hourly)	D (Monthly - Hourly)	E (Monthly - Hourly)
26	2,733 - 15.77	2,846 - 16.42	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16
27	2,804 - 16.18	2,943 - 16.98	3,085 - 17.80	3,246 - 18.73	3,406 - 19.65
30	3,017 - 17.41	3,162 - 18.24	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14
40	3,849 - 22.21	3,944 - 22.75	4,042 - 23.32	4,455 - 25.70	4,679 - 27.00
48	4,706 - 27.15	4,942 - 28.51	5,188 - 29.93	5,448 - 31.43	5,720 - 33.00
54	5,437 - 31.37	5,711 - 32.95	5,999 - 34.61	6,296 - 36.32	6,610 - 38.13

CSEA CHAPTER 318 - SPECIAL EDUCATION PARAPROFESSIONALS SALARY SCHEDULE Effective

- Special Education Assistant/Braille Transcriber
- Special Education Assistant/Hearing Impaired
- Special Education Assistant/Learning & Communicatively Handicapped
- Special Education Assistant/Learning & Communicatively Handicapped (One-on-One)
- Special Education Assistant/Physically Handicapped
- Special Education Assistant/Severely Mentally Handicapped
- Special Education Assistant/Severely Mentally Handicapped (One-on-One)
- Special Education Aquatic Assistant
- Special Education Development Assistant

INCREMENTAL SCHEDULE FOR EDUCATION UNITS

Semester Unit	Range	A	B	C	D	E
		(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)
0-20	33	3,246 - 18.73	3,406 - 19.65	3,577 - 20.63	3,756 - 21.67	3,946 - 22.76
21-40	34	3,321 - 19.16	3,493 - 20.15	3,664 - 21.14	3,849 - 22.21	4,042 - 23.32
41-60	35	3,406 - 19.65	3,577 - 20.63	3,756 - 21.67	3,946 - 22.76	4,144 - 23.91
61-80	36	3,488 - 20.12	3,660 - 21.12	3,841 - 22.16	4,034 - 23.28	4,232 - 24.42
81+	37	3,577 - 20.63	3,756 - 21.67	3,946 - 22.76	4,144 - 23.91	4,347 - 25.08

*Added new positions and pay range 48
4% increase retroactive to 7/1/2021

NON-INCREMENTAL SCHEDULE

Position	Range				
Special Education Behavioral Intervention Assistant	45				
Therapeutic Intervention Assistant*	45				
Range	A	B	C	D	E
	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)	(Monthly - Hourly)
45	4,355 - 25.13	4,463 - 25.75	4,575 - 26.39	4,688 - 27.04	4,806 - 27.73

LONGEVITY

Commencing with the 5th year	\$94.07 per month
Commencing with the 10th year	\$212.96 per month
Commencing with the 15th year	\$232.69 per month
Commencing with the 20th year	\$321.92 per month
Commencing with the 25th year	\$334.21 per month
Commencing with the 30th year	\$608.84 per month

DEGREE STIPENDS:

BA Increment:	\$1,358.00
MA Increment:	\$3,000.00
Doct Increment:	\$6,000.00

*Added new positions and pay range 48
4% increase retroactive to 7/1/2021

APPENDIX

B

Stockton Unified School District

CSEA 318 approved:

2021-2022

4/22/2021

July 21

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

CSEA 318 Calendar

209 Work Days

Contracted Work Days:

7/26/2021 - 5/30/2022

Superintendent

John Ramirez Jr.

August 21

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

Professional Development

Dates:

7/27 & 7/28

*Note - Per Contract, PD is part of contracted work days

September 21

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

October 21

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

November 21

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

December 21

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

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

Contracted Paid Days Per Month

July	5
August	22
September	21
October	15
November	19
December	22
January	20
February	20
March	23
April	21
May	21
June	0
Total	209

January 22

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

February 22

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

March 22

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

April 22

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

May 22

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

June 22

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

CSEA 318

- Scheduled Work Day
- Non Work/Non Paid Day
- Holiday - Non Work Day
- Contractual Vacation Day ***
- Mandatory PD Work Day*
- Mandatory Work Days before & after instructional days

***Note - Per Contract Language- Less than 12 month (260 Day) employees, shall use earned Vacation during the Winter & Spring recesses (9 days total).

APPENDIX

C

2021-2022

**Board Adoption
Revision
April 26, 2022**

July 21

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

Instructional Calendar

180-Day Schedule

Superintendent
John Ramirez Jr.

August 21

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

September 21

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

October 21

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

November 21

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

December 21

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

January 22

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

February 22

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

March 22

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

April 22

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

May 22

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

June 22

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

First Day of School	08/02/21	
Last Day of School	05/26/22	
Trimester 1	10/29/21	57 Days
Trimester 2	02/18/22	60 Days
Trimester 3	05/26/22	63 Days
1st Qtr. Ends	10/01/21	43 Days
2nd Qtr. Ends	12/17/21	43 Days
3rd Qtr. Ends	03/11/22	45 Days
4th Qtr. Ends	05/26/22	49 Days
P-1 Ends	12/17/21	86 Days
P-2 Ends	03/18/22	131 Days
Instructional Days Per Month		
July		0
August		22
September		20
October		15
November		16
December		13
January		18
February		18
March		18
April		21
May		19
June		0
		180

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

APPENDIX

D

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

E

Side Letter
By
California School Employees Association, Stockton Chapter #318
To
Stockton Unified School District
RE: Involuntary Transfers
January 26, 2015

The purpose of this Side Letter is to settle the Level III Grievance on Involuntary Transfer between CSEA Chapter 318 (#318) and the Stockton Unified School District (District). It is in the best interest of both parties to bring this grievance to a conclusion. This Side Letter shall be ongoing.

Recital

1. Prior to any movement or when yearly assignments of special education assistant are being considered, the following must take place in this order:
 - A. The District shall provide #318 with a list of all special education assistants that will be affected. The list shall also include the special education assistants' current site, the proposed move, and whether the move will affect the entire class or individual special education assistant.
 - B. #318 will be provided an opportunity to meet with the District to discuss the effects and impacts of the proposed movements at least ten business (10) days prior to the effective movement date.
 - C. The District shall provide #318 with a staffing report of all #318 employees at all the affected sites, including name, job title and hours of all #318 employees.
2. It has been the existing practice and shall continue for the Special Education Assistants to consider moves in the following order:
 - A. If the special education class is moved, the assistant has the option of moving with the class.
 - B. If the assistant declines, the least senior in that classification at that site will be moved.
 - C. If assistant wishes to move to other new assignments being established at the site, the request must be submitted in writing to the site administrator. If unresolved, the assistant may appeal to the Personnel Department.
3. When the District and #318 disagrees on a proposed movement, exception shall be made in this order:
 - A. The District shall provide #318 with specific reasons as to why the proposed movement is necessary.
 - B. #318 will be provided an additional opportunity to meet with the District to discuss the effects and impacts of the proposed movements.
 - C. If an agreement is reached in these exceptional cases, the member(s) affected with the movement will be compensated an additional 5% of their salary to be paid monthly for as long as the member remains doing the work.
4. The District shall limit the number of involuntary transfers to one (1) involuntary transfer per employee per one (1) school year.

Side Letter
By
California School Employees Association, Stockton Chapter #318
To
Stockton Unified School District
RE: Involuntary Transfers
January 26, 2015

FOR CSEA #318:

Marilee Brown
Delvin Foster
Lucy DeYora
Esther Amblerley
Michelle Brown

FOR THE DISTRICT:

Mike Jones
Craig R. Wells

Date: 1/26/15

Temporary Reimbursement Agreement Regarding Changes to Co-Pays
Between
Stockton Unified School District
And
CSEA 318 Chapter
May 3, 2010

The District and CSEA 318 recognize Provision #4 of the Agreement and Exhibit A entered into on September 11, 2009 and attached herein which states that in part that "... any changes in co-pays have to be negotiated with the Union before implementation."

The District and CSEA 318 recognize that a change in co-pay occurred under the Blue Shield/HMO plans effective April 1, 2010 and the Blue Cross Anthem PPO plans effective March 1, 2010.

As such, the District and CSEA 318 agree to commence negotiations on Thursday, April 29, 2010 on the matter of changes to the co-pay referred to the Agreement of September 11, 2009 and structured in Exhibit A.

During the negotiation period, the District agrees to reimburse CSEA 318 members the difference between the established co-pay amounts outlined in Exhibit B and the changes in co-pays.

In order for the employee to receive reimbursement, they must submit Bill Shook, Risk Manager, within ten (10) business days of the prescription(s) expenditure a receipt from the pharmacy/business where the maintenance (non-formulary, brand, generic) prescription was purchased.

Upon receipt of this information, the District will mail reimbursements to CSEA 318 members' home address on record with the Human Resources Department between five (5) and ten (10) business days. It is the responsibility of the employee to provide a correct address to the Human Resources Department.

The Parties will continue to negotiate this matter in good faith. This temporary reimbursement process will remain in place not more than sixty (60) calendar days from today, May 3, 2010. However, it may be fewer than sixty (60) calendar days depending on when negotiations are finalized and the agreement is signed.

Finally, the Parties recognize that employees will save money by use of the CalPERS mail order program where the savings for a ninety (90) day supply are the following:

- \$5 for generic
- \$20 for brand
- \$60 for non-formulary

For the Union:
Delaria Foster 5/3/10

For the District:
William O Shook 5-3-10
Wayne Martin

SIDE-LETTER

**California School Employees Association - Stockton Chapter #318
And
Stockton Unified School District**

In order to clarify placement opportunities for 318 members subject to layoff the parties agree in good faith as follows:

1. The parties agree that when a 318 member is subject to layoff, placement opportunities in vacant positions in other classifications may be provided the employee(s) who meet the minimum qualifications of the job.
2. In such case, the 318 member shall serve a six (6) month probationary period pursuant to Article II, section 2.1.4, of the collective bargaining agreement. If the vacant position is in a classification paid on the incremental salary schedule, the affected employee will be placed at the same salary range and step of pay on the incremental schedule as he/she was paid in their former classification. However, if the employee accepts a lower paid position their placement will be on the E step. of that lower paid position. *JB [Signature]*
3. In the event the 318 member does not complete the probationary period as described above, the employee will be afforded all contractual and/or Education Code rights to return to their former classification which may include placement on the appropriate re-employment list.

Entered this 24 day of June, 1991 at Stockton, California.

For CSEA:

For the District:

By: Martin L. Brown

By: Jamie Steller 6/24/91

By: Deloris Foster

By: _____

By: [Signature]

By: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CSEA CHAPTER 318
AND
STOCKTON UNIFIED SCHOOL DISTRICT**

The parties agree that Article XV- Leaves, section 15.19.4 of the 2002-2005 collective bargaining agreement shall be amended as follows:

Committee: A three (3) member committee comprised of the Association Chapter President and two (2) elected members from the 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.

Entered this 8th day of September at Stockton, California (2004)

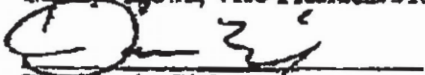
For CSEA-

For the District:


Deloris Foster, President 318


Tami Staller


Marilyn Brown, Vice-President 318


Dana Morris, CSEA LRR

**STOCKTON UNIFIED SCHOOL DISTRICT
AND
CSEA CHAPTER #318, UNITS A & B
TENTATIVE AGREEMENT
SPECIAL EDUCATION ASSISTANTS**

The District and the Association shall execute a Side Letter to the July 1, 1998 through June 30, 1999 contract which shall read as follows:

Prior to the resumption of the school year, the Personnel Department will notify CSEA Unit B Job steward of pending changes in assignments for Special Education Assistants and Preschool Assistants.

It has been the existing practice and shall continue for the Special Education Assistants to consider moves in the following order:

1. If the special education class is moved, the assistant has the option of moving with that class.
2. If the assistant declines, the least senior in that classification at that site will be moved.
3. If assistants wish to move to other new assignments being established, the request must be submitted in writing to the Personnel Department.
4. A written list of all proposed changes shall be forwarded to Unit B for review and subsequent agreement prior to implementation.

All proposed changes in work locations for Preschool Assistants shall be forwarded to CSEA Unit B for review prior to implementation.

FOR THE DISTRICT:

Dated: 10-14-99

[Signature]
Jest Serna
Assistant Director of Personnel

[Signature]
Vida Thomas, District Legal Counsel

FOR THE ASSOCIATION:

Dated: 10-14-99

[Signature]
Joan Grace, CSEA Labor
Representative

[Signature]
JoAnn Garden, CSEA President

[Signature]
Marilyn Brown
CSEA Unit B Spokesperson

[Signature]
David Knight
CSEA Unit A Spokesperson

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

FOR THE ASSOCIATION:

Chuck Walker Sr.
Chuck Walker
CSEA Chapter President

Marilyn Brown
Marilyn Brown, Unit B Chairperson

DATED: February 6, 1996

FOR THE DISTRICT:

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

William D. Shook
Bill Shook, Risk Manager

Side Letter
Between
California School Employees Association
and
Stockton Unified School District

1. It is mutually agreed upon by the parties to establish a Joint Committee to study problems and complaints concerning the operation of school site councils. The committee will consist of three (3) California School Employees Association bargaining unit representatives and three (3) Stockton Unified School District representatives.

2. The committee will investigate, evaluate, and develop a written report on the issues in a timely manner.

STOCKTON UNIFIED SCHOOL DISTRICT

By: M. S. [Signature]

By: [Signature]

Date: 6/30/94

CALIFORNIA SCHOOL EMPLOYERS ASSN.

By: [Signature]

By: [Signature]

Date: 7-1-94



LETTER OF UNDERSTANDING
 Thursday, October 28, 1993, at 10:00 a.m.

The use of volunteers shall be jointly monitored by the Association and District to insure that work previously assigned to bargaining unit members who are laid off, who have reduced hours, or whose work year is reduced, is not performed by non-district employees.

FOR THE DISTRICT:

FOR CSEA:

Leona M. Cummings 10/28/93
 Leona M. Cummings Date
 Assistant Director of Personnel

Marilyn Brown 10/28/93
 Marilyn Brown Date
 CSEA, Unit B Negotiations Chairperson

Witnessed by *Candice McCarty* 10-28-93

Rosalee Rose 10-28-93

APPENDIX

F

TENTATIVE AGREEMENT
Between
Stockton Unified School District (District)
And the
California School Employees Association and Stockton Chapter #318 ("CSEA")
2021-22 Pay and Allowances

July 15, 2022

This agreement concludes 2021-22 negotiations between Stockton Unified School District and the California School Employees Association and Stockton Chapter # 318 ("CSEA"). The parties hereby agree to the following terms subject to the 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 the 2021-2022 school year.

1. Article 8: Pay And Allowances

2021-2022 4% ongoing salary schedule increase effective July 1, 2021

2. In order to resolve the ongoing issue regarding parity language from 2021-2024 Successor Agreement, the parties agree that the language in Article 8.13 shall be the agreed upon parity language memorialized within the collective bargaining agreement going forward.

a. The language reads as such:

For the duration of the 2021-2024 CBA, if another union negotiates and agreement for a superior wages and health and benefits package, the negotiated agreement shall also be applied to CSEA 318 bargaining unit members unless the parties agree otherwise. This parity language expires June 30, 2024.

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

- a. Preamble
b. Article VIII (8) – Pay and Allowances
c. Article XI (11) – Holidays

The district shall make every effort to ensure ongoing compensation begin no later than end of month September 2022. Retroactive payments will be made in the order in which the bargaining unit agreements were ratified.

This agreement shall be effective as of July 1, 2021 and shall continue in effect until midnight June 30, 2024 upon ratification by both CSEA #318 and District's Board of Trustees.

Agreed to on this 15th day of July, 2022:

For California School Employee Association:


Nicole Wilson-Friend, President

For Stockton Unified School District:


Francine Baird, Interim Superintendent

Darvina Cintron

Darvina Cintron, VP

June Walker

June Walker

Victor Garcia

Victor Garcia

Francisco Figueroa

Francisco Figueroa

Lucas Long

Lucas Long, Labor Rep

Rosemarie Lopes-Horn

Rosemarie Lopes-Horn, 318 Administrator

Nancy Lane

Nancy Lane, Asst. Supt. Human Resources

Detwam Buntun

Detwam Buntun, Director of Classified

Mary Aguilar

Mary Aguilar, HR Analyst

PREAMBLE

This agreement is made and entered into July 15, 2022 and between Stockton Unified School District, hereinafter referred to as the District, and California School Employees Association and its Stockton Chapter 318 or its successors, hereinafter referred to as the Association pursuant to Government Code Section 3540, et. seq.

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 Paraprofessional Chapter 318, 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 Rate of Pay

2020-2021 2% effective July 1, 2020

2020-2021 an additional 0.5% retroactive to July 1, 2020 and ongoing on salary schedule

~~2021-2022 *CSEA and the District agree to postpone salary negotiations for the 2021-2022 school year until September 1, 2021. At such time, the parties shall schedule negotiation dates to meet and discuss salary and the effects of AB 86 implementation of CSEA #318 members.~~

2021-2022 4% ongoing salary schedule increase effective July 1, 2021.

* Beginning the 2017-2018 school year, one (1) additional day will be added to the CSEA 318 calendar to assist in setting up the instructional program.

* Beginning the 2015-2016 school year, two (2) professional development days will be added.

* Bachelor's Increment - \$1,358 per year (will be paid out monthly as a prorated stipend)

* Bargaining unit members who qualify as having a bachelor's degree with the intent to become a teacher within Stockton Unified School District shall receive a one-time, lump sum payment of five percent (5%) based off the members current annual base salary upon verified enrollment in an eligible intern or student teacher credential program.

* Master's Increment - \$3,000 per year (will be paid out monthly as a prorated stipend)

* Doctorate's Increment - \$6,000 per year (will be paid out monthly as a prorated stipend)

8.1.3 **For 2006/07:** CSEA Chapter #318 will not forfeit the income protection plan. In exchange for keeping the income protection plan, CSEA Chapter #318 will accept the following on wages. The District salary schedules for bargaining unit members will be increased by two and one half (2.5%) percent for all positions. Salary increases shall be effective July 1, 2006 for all bargaining unit members.

8.1.4 In consideration of the economic impact caused by the expiration of the "Payroll Tax Holiday" the "parties" agree to restore the Stockton Chapter 318 salary schedule by one percent (1%) effective immediately upon ratification.

8.1.5 The "Incremental schedule for Education Units" effective 01/01/2013 and found in Appendix A and Appendix B as attached for reference shall be increased by two percent (2%) at all steps, including for all employees hired after July 1, 1983.

8.2 **Progression on Salary Schedule**

8.2.1 **Anniversary Date**

All bargaining unit members shall have a salary step anniversary date of July 1. In order to implement this 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.

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.

8.3.1 **Side Letter agreement:**

All ten (10) month bargaining unit members shall be paid in eleven (11) monthly payments. Any additional days worked beyond the ten (10) regular work months, shall be paid based on actual time worked. In the event that an employee does not work their contractual days in August and receives a pay warrant in August, any overpayment made will be docked from the employee's next pay warrant.

Bargaining unit members may elect to spread their eleven (11) 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 (5th) 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 Compensation for Bargaining Unit Members Working Out of Classification

Bargaining unit members assigned temporarily for five (5) or more work days 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.

8.7 Salary Placement For Employee Who Resigns And Is Reemployed

A classified bargaining unit member who resigns after three years of satisfactory service in the District and who is reemployed in the same classification within one 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.

8.8 Paraprofessional Increments

8.8.1 Vertical movement from one group to another on the Paraprofessional salary schedule shall be based upon successful completion of approved lower division units, upper division or graduate units, or approved in-service courses.

8.8.2 All units shall be completed prior to September 1 and transcripts submitted to the Human Resources Department prior to November 1. Salary adjustment for unit credit shall be made once each year after transcripts are received and shall be retroactive to the first day of paid service for the school year as provided in Appendix A and B.

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.

Effective July 1, 2021 longevity steps will be increased by 4%

Longevity steps will be increased as follows:

Effective July 1, 2018 - \$50 per month

Effective July 1, 2019 - \$25 per month

Effective July 1, 2020 - \$15 per month

Commencing with the 5th year

Effective July 1, 2020 - \$80.00 per month

Commencing with the 10th year

Effective July 1, 2018 - \$153.32 per month

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Effective July 1, 2018 - \$170.94 per month

Effective July 1, 2019 - \$195.94 per month

Effective July 1, 2020 - \$210.94 per month

Commencing with the 20th year

Effective July 1, 2018 - \$250.60 per month

Effective July 1, 2019 - \$275.60 per month

Effective July 1, 2020 - \$290.60 per month

Commencing with the 25th year

Effective July 1, 2018 - \$261.58 per month

Effective July 1, 2019 - \$286.58 per month

Effective July 1, 2020 - \$301.58 per month

Commencing with the 30th year

Effective July 1, 2018 - \$506.76 per month

Effective July 1, 2019 - \$531.76 per month

Effective July 1, 2020 - \$546.76 per month

8.11 Promotional Placement

A permanent bargaining unit member who is promoted shall be placed on the next higher salary amount in the new classification, which shall be no less than a five percent (5%) increase in salary. 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 Parity

For the duration of the 2021-2024 CBA, if another union negotiates and agreement for a superior wages and health and benefits package, the negotiated agreement shall also be applied to CSEA 318 bargaining unit members unless the parties agree otherwise. This parity language expires June 30, 2024.

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 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 **Juneteenth – June 19**
- 11.1.8 Independence Day - July 4
- 11.1.9 Labor Day - First Monday in September
- 11.1.10 Veterans' Day - November 11
- 11.1.11 Thanksgiving Day – The Thursday proclaimed by the President and the following Friday.
- 11.1.12 Christmas Eve - December 24
- 11.1.13 Christmas Day - December 25
- 11.1.14 Day after Christmas - December 26
- 11.1.15 New Year's Eve - December 31
- 11.1.16 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.

11.3 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.

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

June 24, 2021

This agreement concludes successor 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. All remaining provision in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2021-2022, 2022-2023, and 2023-2024 school years.

Both parties have agreed to the negotiated components included herein:

1. ARTICLE VIII – Pay and Allowances

8.1.2 Rate of Pay

2020-2021 – an additional 0.5% retroactive to July 1, 2020 and ongoing on the salary schedule.

- CSEA and the District agree to postpone salary negotiations for the 2021-2022 school year until September 1, 2021. At such time, the parties shall schedule negotiation dates to meet and discuss salary and the effects of AB 86 implementation on CSEA #318 members.

- Bachelor’s Degree Stipend \$1,358 per year

*Bargaining unit members who qualify as having a Bachelor’s Degree with the intent to become a teacher within Stockton Unified School District shall have one (1) year to enroll in a teacher’s credentialing program to receive a five percent (5%) salary increase.

- Master’s Degree Stipend \$3,000 per year
- Doctoral Degree Stipend \$6,000 per year

2. ARTICLE X – Fringe Benefits

- a. District’s contribution to medical benefits, which include Medical Rebate and Disability Insurance, as well as Medical Rebate, remain status quo.

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

- a. Preamble
- b. Article II - Evaluation and Probationary Period
- c. Article VI-Definitions
- d. Article VIII - Pay and Allowances

- e. Article XIV – Layoff and Reemployment
- f. Article XV-Leaves
- g. Article XVIII – Grievance Procedure
- h. Article XXVI - Duration of Agreement
- i. Appendices (update based on new TA)

4. ARTICLE XXVI – Duration and Reopeners

This Tentative Agreement completes negotiations for the 2021-2022, 2022-2023 and 2023-2024 school years. This agreement shall be effective as of July 1, 2021 and shall continue in effect until midnight June 30, 2024. The parties mutually agree to meet and negotiate two (2) articles for reopeners and salary for 2022-2023 and 2023-2024 school years.

This agreement shall be in effect upon ratification by both CSEA 318 and the Stockton Unified School District Board of Trustees.

Date: _____

Date: _____

For District:

For CSEA 318:

06 / 29 / 2021

John Ramirez, Jr., Superintendent

06 / 29 / 2021

Lucas Long, Labor Rep

06 / 29 / 2021

Nancy Lane, Interim Asst. Supt. HR

06 / 29 / 2021

Shane Dishman

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 ~~Every new~~ bargaining unit member ~~or newly hired employee who has not yet established permanency within the district of probationary status~~ shall be evaluated in writing at ~~two (2) months~~ forty(40) days and at ~~four (4) months~~ eighty (80) days. In lieu of not recommending permanent status at the end of the six (6) months or ~~one hundred thirty (130) days of paid service probationary period, whichever is longer,~~ provided the bargaining unit member received one unsatisfactory overall evaluation, the District may, after consultation with Association Representative and bargaining unit member, ~~or newly hired employee,~~ extend the probationary period up to a maximum of ~~six (6) sixty (60) additional months-days,~~ with one (1) additional evaluation. The months for the evaluation cycle exclude summer break. ~~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 employees promotional positions~~ shall be six (6) months or ~~one hundred thirty (130) days of paid service in attendance at their designated site(s); whichever is longer.~~
- 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. The Association member shall receive a copy of the evaluation.
- 2.2.3 If the 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.

2.8 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.

ARTICLE III DUES AND SERVICE FEE

Replace existing language with language included in Appendix H pages 124-128. This document is entitled "Initial Proposal from Stockton Unified School District to CSEA 318 2019-2021" and Dated December 14, 2018.

District response: Remain status quo with current CBA language:

The contract was updated on May 14, 2019 with the language. See enclosure. A copy of the most recent contract was emailed to Lucas 6/2/21.

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 An Association member has the right to become a member of the Association. The District will provide payroll deductions for dues for those Association members who chose to be members of the Association.

District's Obligation

The District agrees to refer District employee questions about Association membership and dues to the Chapter President, Vice President, or the Labor Relations Representative.

3.4 Payment Method

The Association shall have the sole and exclusive right to payroll deduction of membership dues at the CSEA established rate.

The Association shall notify the District of all members who are subject to dues deductions.

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

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title / Classification;
- vi. Department;
- vii. Primary Worksite Name;
- viii. Work Telephone Number;
- ix. Home Street Address (Incl. Apartment #);
- x. City;
- xi. State;

- xii. ZIP Code (5 or 9 Digits);
- xiii. Home Telephone Number (10 Digits);
- xiv. Personal Cellular Telephone Number (10 Digits);
- xv. Personal Email Address of the Employee;
- xvi. Birth Date;
- xvii. Employee ID;
- xviii. CalPERS Status; (“Y” if in CalPERS; “N” if not in CalPERS);
- xix. Hire Date;

The CSEA President or designee will be provided by the District a list of each bargaining unit member’s name and contact information, as authorized by each represented employee, on the last working day of October, February and June.

3.6 New Employee Orientation:

- a. “New Employee Orientation” means the onboarding process for newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.
- b. The District will provide CSEA access and notice of new employee orientations no less than ten (10) days’ notice in advance of orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that were not reasonably foreseeable.
 - i. CSEA may send employee up to two (2) representatives and/or a CSEA Labor Representative to the new employee orientation, and those representatives will have up to thirty (30) minutes total to address the new employees.
 - ii. The intent of the District is to hold orientation sessions on District property however; in the event District facilities are not available, the union will be notified of the change in location.
- c. The District may include the CSEA membership application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.

ARTICLE 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 and seniority for summer school selection is determined by hours in paid status in the 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 personally delivered to the President of the local chapter or mailed via District inter-school mail to the Chapter #318 mailbox located at the District Office mailroom. First class mail notice directed to CSEA Stockton Chapter #318 office.
- 6.3 "**Permanent Employee**" is a regular employee who successfully completes an initial probationary period, which shall normally not exceed six (6) work months of service beyond the initial date of employment.
- 6.4 "**Parties**" refers to entities in the Preamble.
- 6.5 "**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.
- 6.6 "**Short-term Employee**" is an employee who is employed for less than one hundred and ninety five (195) working days to perform a 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.

Proposed New language

- 6.7 "**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.

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 Paraprofessional Chapter 318, 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.

~~Union proposes an on-schedule increase to members current rate of pay consistent with the state cost of living adjustment (COLA) of 5.07% for the 2021-2022 school year.~~

~~DISTRICT RESPONSE: — 1.5% one-time, off-schedule, effective July 1, 2021~~

~~Union proposes all CSEA 318 members working in the SLA will receive an additional 15% increase to their salary for all time worked between June 1st and July 23rd. Any hours worked beyond eight hours will be paid at the overtime rate with a 15% increase.~~

~~DISTRICT RESPONSE: The District will offer a one-time off salary schedule MOU separate from these negotiations.~~

8.1.2

Rate of Pay

2018-2019 2% effective July 1, 2018

2019-2020 3% effective July 1, 2019

2020-2021 2% effective July 1, 2020

2020-2021 an additional 0.5% retroactive to July 1, 2020 and ongoing on salary schedule

CSEA proposes that the District and CSEA shall postpone salary negotiations for The 2021-2022 school year until September 1, 2021. At such time, the parties shall schedule negotiation dates to meet and discuss salary and the effects of AB 86 implementation on CSEA #318 members.

* Beginning the 2017-2018 school year, one (1) additional day will be added to the CSEA 318 calendar to assist in setting up the instructional program.

* Beginning the 2015-2016 school year, two (2) professional development days will be added.

8.1.3

For 2006/07: CSEA Chapter #318 will not forfeit the income protection plan. In exchange for keeping the income protection plan, CSEA Chapter #318 will accept the following on wages. The District salary schedules for bargaining unit members will be increased by two and one half (2.5%) percent for all positions. Salary increases shall be effective July 1, 2006 for all bargaining unit members.

8.1.4 In consideration of the economic impact caused by the expiration of the “Payroll Tax Holiday” the “parties” agree to restore the Stockton Chapter 318 salary schedule by one percent (1%) effective immediately upon ratification.

8.1.5 The “Incremental schedule for Education Units” effective 01/01/2013 and found in Appendix A and Appendix B as attached for reference shall be increased by two percent (2%) at all steps, including for all employees hired after July 1, 1983.

8.2 Progression on Salary Schedule

8.2.1 Anniversary Date

All bargaining unit members shall have a salary step anniversary date of July 1. In order to implement this 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.

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Bargaining unit members may elect to spread their eleven (11) 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 (5th) working day of the succeeding month to the Business office if the bargaining unit member is to be reimbursed during that calendar month.

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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.

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A classified bargaining unit member who resigns after three years of satisfactory service in the District and who is reemployed in the same classification within one 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.

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Longevity steps will be increased as follows:

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Effective July 1, 2020 - \$15 per month

Commencing with the 5th year

Effective July 1, 2020 - \$80.00 per month

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Effective July 1, 2019 - \$275.60 per month

Effective July 1, 2020 - \$290.60 per month

Commencing with the 25th year

Effective July 1, 2018 - \$261.58 per month

Effective July 1, 2019 - \$286.58 per month

Effective July 1, 2020 - \$301.58 per month

Commencing with the 30th year

Effective July 1, 2018 - \$506.76 per month

Effective July 1, 2019 - \$531.76 per month

Effective July 1, 2020 - \$546.76 per month

8.11 Promotional Placement

A permanent bargaining unit member who is promoted shall be placed on the next higher salary amount in the new classification, which shall be no less than a five percent (5%) increase in salary. 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.

Additions to Placement on the Salary Schedule shall be as follows:

- **Bachelor's degree: 5% stipend based on current base pay**
- **Master's degree: consistent with CSEA 821 language**
- **Doctorate's degree: consistent with CSEA 821 language**

Parity:

If any other District association or union negotiated agreement results in a superior compensation package to that agreed to by another association or union, such negotiated agreement shall be provided to the affected classified association/unions. The parties agree that the superior agreement shall be applied in the same manner to the associations/unions unless the parties mutually agree otherwise.

District response and Proposed Counter Language:

Offer same Stipend as 821:

Bachelors Degree Stipend \$1,358 per year

- Bargaining unit members who qualify as having a bachelor's degree with the intent to become a teacher within Stockton Unified School District shall have one (1) year to enroll in a teacher's credentialing program to for the five percent (5%).

Masters Degree Stipend \$3,000 per year

Doctoral Degree Stipend \$6,000 per year

DISTRICT REMAINS STATUS QUO ON WHOLE ARTICLE

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. A financial review of the POS plan will be conducted during the school year and each fiscal year thereafter. The financial review will be completed no later than February 15th. The purpose of the review will be to determine whether to continue with the same POS provider in the subsequent years or to change to another POS provider. No change will be made in the POS provider unless the Association and the District negotiate such a change. Effective November 1, 2009 through December 31, 2010, 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 September 1, 2009; The parties agree that members will remain in CalPERS until a change in providers is negotiated. (Pursuant to Appendix I Successor Agreement dated September 11, 2009)

In keeping with the spirit of the "ongoing" language of Article X, "Effective January 1, 2010, through December 31, 2010, the District shall pay the premium of the CalPERS Blue Shield Access **PLUS** plan less twenty-five dollars and forty-three cents (\$25.43). (Pursuant to Appendix I Successor Agreement dated September 11, 2009).

10.1.1 Payments and Continuation of Payments

Effective January 1, 2011, and ongoing, the district shall pay the premium of the CalPERS Blue Shield Access **PLUS** plan less one-hundred dollars (100.00) The District's monthly contribution toward any plan shall be adjusted accordingly. (Pursuant to Appendix I Successor Agreement dated September 11, 2011).

All co-pays shall be the responsibility of the employee limited only to the Co-pay amounts presented by the District on September 1, 2009 referred to as Exhibit H attached. The District agrees that any changes in co-pays has to be negotiated with the union before implementation. (Pursuant to Appendix I Successor Agreement dated September 11, 2011).

The "buy-up" provisions for the other health plans shall remain in effect. All dollar figures are based on twelve month employees.

The parties acknowledge that the employee 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 provide in the agreement within forty-five (45) days after ratification.

During the 2006/07 school year CSEA and the District will participate equally (same number of committee members) in health benefits plan modification efforts with the goal of controlling the premium cost of health benefits. 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.

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

Each bargaining unit member who selects the more costly HMO or POS medical plan shall be required to complete a payroll deduction authorization form so that the differential amount above the health benefit allowance may be deducted. Failure to execute a payroll deduction form may result in cancellation of insurance for the bargaining unit member and their dependents for non-payment of premiums.

Effective July 1, 2003, any active bargaining unit member eligible for District medical coverage, may elect not to participate in the District's medical plan with proper verification of coverage under a spouse's medical plan. In such case, the District will offer a spousal rebate of fifty percent (50%) of the lowest medical plan rate.

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 health benefit allowance. The full annual maximum benefit of Dental coverage is \$1,500 per covered individual for non-PPO dentist or \$1,700 for PPO dentist.

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 sixty-five (65) or until the CSEA member is eligible for Medical/Medicare, whichever comes first.

10.3.3 Retirement for less than 4 hour employees (alternative to Social Security)

Effective immediately the District shall notify SISC that it will cancel the contract for the SISC Defined Benefit program for the members of Stockton #318 unit members currently enrolled in that plan. The SISC Defined Benefit Program will cease for Stockton #318 unit members on December 31, 2006. Prior to December 31, 2006, Stockton #318 unit members (less than 4 hour employees) in the SISC Defined Benefit Program will be enrolled in the American Fidelity Alternative to Social Security Program. The District will contribute on behalf of the employees the amount equivalent to a four and one half (4.5%) percent into the American Fidelity Alternative to Social Security Program beginning January 1, 2007. The employee will contribute three (3%) “pre-tax” dollars to the American Fidelity Alternative to Social Security Program.

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 the HMO or POS if selected. The plan will be subject to the health benefit allowance.

10.5 Vision Care

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

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 sixty (60) 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.
- 14.2** The termination date of a bargaining unit member will be the last actual working day.
- 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 sixty (60) calendar days prior to the date of layoff and the notice shall contain the reason therefor.
- 14.3.5 In lieu of layoff, a bargaining unit member may voluntarily consent to a reduction in hours of employment, or to assignment to a class or grade lower than that in which the employee has achieved permanence, in order to avoid interruption of employment by layoff.
- 14.3.5.1 To be considered for demotion in lieu of layoff, a bargaining unit member must notify the Personnel Department in writing of such election not later than five (5) calendar days after receiving notice of layoff.
- 14.3.5.2 Any bargaining unit member replaced by such demotion has the same option of demotion afforded by this rule as if a position had been abolished or discontinued.
- 14.3.5.3 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 higher, classification at the time of demotion.

14.3.5.4 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.

14.4 Reemployment Rights

- 14.4.1 Persons laid off because of lack of work or lack of funds are eligible to 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.
- 14.4.2 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 tests of fitness under which they qualified for appointment to the class shall still apply.
- 14.4.3 Bargaining unit members who take voluntary demotions or voluntary reductions 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.
- 14.4.4 A bargaining unit member on a reemployment list may decline ~~three (3)~~ **five (5)** offers of reemployment in the former class and status. After the ~~third (3rd)~~ **fifth (5th)** refusal, no additional offers need be made and the bargaining unit member shall be considered unavailable.
District response: Remain status quo with current CBA language: Three offers
In practice the District always when available, offers on the same day call multiple sites to choose from which is counted as one offer. This process is repeated two other times. In practice, there have been no cases of employees not getting a job for lack of offers.
- 14.4.5 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.
- 14.4.6 ~~Bargaining unit members on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.~~
14.4.6 Bargaining unit members who have been given layoff notices by the district shall have the right to retraining options provided by the district. These options shall include:
- 1. The District shall refer bargaining unit members to local employment agencies such as California Worknet and University of the Pacific's Career Services Center.**
 - 2. The District shall allow bargaining unit members affected by a layoff to be released from work to attend job interviews within the District with prior notice given to the supervisor and Human Resources Department.**

- a. The district will allow the bargaining unit member ninety (90) minutes to attend in-district interviews.
- b. Interview time will not be taken from bargaining unit member's existing leave balance.
- c. Anything over the allotted ninety (90) minutes will be charge to the employees' personal time unless authorized by the bargaining unit member's current supervisor.

~~Bargaining unit members who have been given layoff notices by the district shall have the right to retraining options provided by the district. These options shall include:~~

~~A. Resume Training at no cost to the bargaining unit member.~~

~~B. Time off in fully paid status for interviews.~~

~~1. This time off shall not be taken from a bargaining unit member's existing leave balance and shall apply for interviews both within and outside of the district.~~

District response: Remain status quo with current CBA language.

Current Practice, the District refers employees to California Worknet, UOP and other local entities who provide this service free. The District does not have a system or personnel to provide this service.

The District agrees to allow employees affected by a layoff to be released from work to attend job interviews within the District with prior notice given to the site/department or manager/administrator and the Human Resources Department. The District will allow the employee ninety (90) minutes to attend in-district interviews. Interview time will not be taken from employee's existing leave balance. Anything over the allotted ninety (90) minutes will be charged to the employees personal time unless authorized by employee's current supervisor.

- 14.4.7 Any Association member who is subject to layoff for lack of work or lack of funds and who elects service retirement from the Public Employees 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.

14.5 Seniority Rights / Bumping Rights:

~~Hours of service in the classification, plus higher classifications in the line of promotion, shall count as seniority within the classification.~~

Proposed New language

14.5.1 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.

14.5.2 Effective July 1, 2021, ~~any hours of paid service in the classification, plus higher classifications in the line of promotion, shall count~~ the basis of the first date of paid service in the classified service as seniority within the classification. ~~Hours in paid service EXCLUDES overtime, compensatory time, etc. Seniority hours earned prior to July 1, 2021 shall remain as is. Higher classification in the line of promotion is defined as highest classification as determined by placement on the salary schedule.~~

14.5.3 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.

ARTICLE XV LEAVES

15.1 Bereavement Leave - **STATUS QUO BY BOTH PARTIES-NO CHANGES TO 15.1**

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)~~ **five (5)** days if the death or funeral takes place in the state, 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 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, domestic partner ~~or any relative person living in the immediate household of the bargaining unit member.~~ **District change to language. The District reserves the right to request documentation for all Bereavement Leave.**

District response to CSEA 318 language change: Remain status quo with current CBA language:

The proposed language affects how this is handled district wide and with all bargaining units and employees, as it will create inequity.

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)~~ **Five (5)** days of such leave will be granted **for a death of any of the previously mentioned relationships or any person living in a bargaining unit members' household.** ~~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.~~

District response: Remain status quo with current CBA language (reference response above)

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 Military Veterans' Sick Leave -Replace with Ed Code 45191.5

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 30 percent 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 12 days for the purpose of undergoing medical treatment, including mental health treatment, for his or her 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 12 months of employment.

~~1. All employees who are military veterans with a military service-connected disability rated at 30% or more by the United States Department of Veterans Affairs, are entitled to take a total of twelve (12) days of paid leave for illness or injury for the purpose of undergoing medical treatment for their military service-connected disability in the first twelve (12) months of their employment with the Employer as long as the employee provides documentation by the US Department of Veterans Affairs, as set forth in SB 1312. This benefit applies to employees hired on or after January 1, 2017.~~

~~(a) An employee who is employed for less than a full fiscal year will be entitled to that proportion of 12 days' leave as the number of months he or she is employed bears to 12.~~

~~(b) An employee employed for less than 5 days a week shall be entitled to that proportion of 12 days' leave as the number of days he or she is employed per week bears to 5.~~

~~2. This leave is in addition to any other leave to which the employee is entitled.~~

~~3. Entitlement to this leave begins on the first day of the employee's employment with the Employer and is available for use for the following 12 months of employment. If the employee does not use the total amount of leave available during this 12-month period, the remainder will be forfeited.~~

~~4. The employee is entitled to use this leave in increments of no less than one hour, and the employee's military sick leave hours bank will be reduced only by the number of hours used. (Example: a 12-month, full-time employee is entitled to 96 hours of military sick leave.)~~

~~The Employer may require that the employee submit proof that the leave is used for treatment of a military service-connected disability. Such proof shall not include or reveal any medical diagnosis or any medical information otherwise prohibited by applicable law.~~

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, (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 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 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 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 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 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.

15.11 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

~~When a bargaining unit member employed 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.~~

Proposed New language

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 s/he is 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

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.

- 15.19.1 Purpose: To provide additional paid sick leave benefits for permanent employees who suffer a catastrophic long-term 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 his/her 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.
- 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.

15.19.4.3 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).

ARTICLE XVIII GRIEVANCE PROCEDURE

18.1 Definition

A grievance is a dispute regarding the interpretation, application, or violation involving a specific term or provision of this collective agreement. A grievant is either a bargaining unit member directly affected by the dispute or the Association. ~~on behalf of a specifically named bargaining unit member who otherwise qualifies 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

~~If satisfactory settlement cannot be obtained at Level II, the decision may be referred to an arbitrator within twenty (20) working days or by agreement of the parties.~~

~~18.3.3.1 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.~~

~~18.3.3.2 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.~~

~~18.3.3.3 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.~~

~~18.3.3.4 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.~~

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

18.3.3.1 The Association, if concurring with the grievant's request to seek conciliation, will request the California Mediation and Conciliation Service to provide a

conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made.

- 18.3.3.2 The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Association) within ten (10) work days of receipt of letter, who shall attempt to resolve the grievance. If for any reason the California Mediation and Conciliation Service fails to or refuses to act as provided herein, the Parties shall meet and seek alternative conciliation methods.
- 18.3.3.3 The mediator shall not make written or public recommendations relative to the grievance.
- ~~18.3.3.4 If satisfactory settlement cannot be obtained at Level III, the decision may be referred to an arbitrator within ten (10) working days or by agreement of the parties.~~
- ~~18.3.3.5 The cost of any arbitrator including any transcripts will be mutually borne by the parties.~~

18.3.4 Level IV

If satisfactory settlement cannot be obtained at Level II, the decision may be referred to an arbitrator within twenty (20) working days or by agreement of the parties.

- 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.**

18.4 General Provisions

- 18.4.1 The grievant must be personally present at each level of the grievance procedure.
- 18.4.2 The grievant may request a representative at any stage in the grievance procedure. Such representative shall normally be limited to one person at all levels.
- 18.4.3 All conferences and investigations by or on behalf of the grievant pursuant to this procedure shall be conducted outside of the time the grievant or other persons involved are responsible for students.
- 18.4.4 The date of receipt of each writing, required pursuant to this procedure; shall be determined as follows:
- 18.4.4.1 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.
- 18.4.4.2 For purposes of this procedure, the term writing shall include the grievance, the grievance appeal, the answer to the grievant, or grievance appeal, or any other required writing.
- 18.4.5 The presence of advisors may be requested at any stage of the procedure by the administrator hearing the grievance or the grievant.
- 18.4.6 Requests for necessary and relevant information shall be made prior to any conference at the beginning level. Clarification of information shall be granted but new issues which constitute a separate grievance beyond those originally presented shall not be introduced at any succeeding level.
- 18.4.7 Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given in the preceding step.
- 18.4.8 The parties can agree to suspend any time lines during the summer or off track time periods.
- 18.4.9 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor unless there exists a clear and present danger to the employee at which time the employee has the right to appeal directly to the Superintendent or designee.
- 18.4.10 Resolution of an individual grievance shall be deemed to rectify the grievance only and shall not necessarily be deemed as establishing precedent.
- 18.4.11 Disposition of grievances shall not be used in the evaluation of bargaining unit members. A grievant may terminate a grievance at any time.
- 18.4.12 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.

- 18.4.13 The grievance procedure as presented in this article must be utilized unless portions are waived by consent of the parties.
- 18.4.14 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.
- 18.4.15 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 XXVI DURATION OF AGREEMENT

26.1 This Agreement shall be effective from ~~July 1, 2018~~ July 1, 2021 through June 30, ~~2020-2024~~. The parties agree that all remaining provisions in the current Agreement shall remain unchanged and said negotiations will be deemed concluded for the ~~2018-2019, 2019-2020 and 2020-2021~~ 2021-2022, ~~2022-2023 and 2023-2024~~ school years.

This Agreement shall be effective from ~~July 1, 2018~~ July 1, 2021 through June 30, ~~2020-2024~~. ~~The parties agree that all remaining provisions in the current Agreement shall remain unchanged and said negotiations will be deemed concluded for the 2018-2019, 2019-2020 and 2020-2021~~ 2021-2022, ~~2022-2023 and 2023-2024~~ school years. The parties mutually agree to meet and negotiate two (2) reopeners and salary for 2022-2023 and 2023-2024 school years.

Appendix E: PROFESSIONAL GROWTH PROGRAM

Proposal to remove pages 83-102 for the following reason: (Reference Page 88)

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.

Language was from prior to 2004 when the unit split into two different chapters (318 & 821).



06 / 24 / 2021



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