

STOCKTON UNIFIED SCHOOL  
DISTRICT  
AND  
NATIONAL UNION OF  
HEALTHCARE WORKERS



July 1, 2023 – June 30, 2026

# **COLLECTIVE BARGAINING AGREEMENT**

## **Between Stockton Unified School District And National Union of Health Workers**

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## **PREAMBLE**

Stockton Unified School District (District) and the National Union of Health Care Workers (NUHW or union), collectively referred to as “the parties,” have considered their mutual interests and have agreed to enter into this Agreement to establish the first collective bargaining agreement between the parties.

## **ARTICLE 1: RECOGNITION**

### **1.1 Acknowledgement**

The District recognizes the Union as the sole and exclusive bargaining representative of an appropriate bargaining unit comprised of all employees employed by the District in the classification of Board Certified Behavioral Analyst, Mental Health Clinician, Occupational Therapist, and Physical Therapist excluding short-term employees and substitute employees.

### **1.2 Non-Discrimination**

The District and the Union agree there shall be no discrimination against any employee or applicant because of membership in the Union or lawful activities on behalf of the Union, or because of race, color, religion, creed, national origin, ancestry, gender, gender identity, sexual orientation, age, physical or mental disabilities, political affiliation, marital status, medical condition (as defined by applicable law), or veteran status.

## ARTICLE 2: DEFINITIONS

2.1 "National Union of Healthcare Workers Member" or "unit member" refers to any professional employee who is included in the bargaining unit as described in Article 1 Recognition and therefore covered by the terms and conditions set forth herein.

2.2 "Parties" refers to the entities described in the preamble.

2.3 "Working day" refers to any day the District Office of the Stockton Unified School District is open for business, 56 South Lincoln Street, Stockton, CA

2.4 "Workday" refers to the duty days of the unit member.

2.5 "Day" refers to a calendar day unless otherwise specified.

2.6 "Work week" refers to the duty week of the unit member.

2.7 "Permanent Employee" is a regular employee who successfully completes an initial probationary period of six (6) months of probationary service or 130 days of paid service in a classification, whichever is longer in a class.

2.8 "Designated supervisor" refers to the administrator or designee who is assigned to supervise the unit member.

2.9 "Evaluator" refers to the administrator who is assigned to evaluate the unit member.

2.10 "Site administrator" refers to the principal or assistant principal at a school site.

2.11 "Shop Steward" refers to a NUHW unit member who has been elected by their constituency to represent her/his/their worksite in appropriate meetings of the Union and represent the interests of the members in their absence that shall include, but are not limited to: orienting new workers to the Union, supporting the Union's efforts to process grievances and resolve worksite issues, participating in the grievance appeal process, as appropriate.

### **ARTICLE 3: DISTRICT RIGHTS**

3.1 This District possesses all of the rights, powers, privileges and authority it had prior to the execution of this Agreement; and nothing in this Agreement shall be construed to limit the District in any way in the exercise of the regular and customary functions of management in the operation of the District, except when they may be specifically relinquished or modified by express provisions of this Agreement.

#### **ARTICLE 4: CONCERTED ACTIVITIES**

4.1 During the term of the Agreement, the Union agrees not to engage in strike, work stoppage, or slowdown. During the term of this agreement, the District agrees not to engage in a lockout.



## **ARTICLE 5: EVALUATION AND PROBATIONARY PERIOD/PERSONNEL FILES**

### **5.1 Evaluations and Probationary Periods**

5.1.1 Evaluation shall be conducted by the bargaining unit member's designated supervisor within the Mental Health & Behavior Support Services or Special Education Department.

5.1.2 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. The contents of an evaluation are not subject to the grievance article.

5.1.3 Bargaining unit members shall be evaluated and assessed of performance on a continuing basis as follows:

- (a) at two (2) months and four (4) months for probationary personnel.
- (b) annually for bargaining unit members with permanent status

5.1.4 When any permanent unit member has received a final evaluation of "Unsatisfactory" or "Improvement Needed", the District shall provide the member with an improvement plan, making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in their performance.

5.1.5 A bargaining unit member who has not yet established permanency within the district shall be provided with appropriate training and orientation tools on an on-going basis.

5.1.5.1 The probationary period for new employees shall be one hundred thirty (130) days of paid service.

### **5.2 Procedures**

5.2.1 Bargaining unit members shall be given the opportunity to review and comment on any evaluation before it is entered into the District personnel file.

5.2.2 Bargaining unit members shall be required to sign all formal written evaluations; however, the signing of such evaluation shall only acknowledge that the bargaining unit member has seen the document. A bargaining unit member shall receive a copy of the evaluation.

5.2.3 The bargaining unit member shall have the right to initiate a written response to the evaluation. Such response shall become a permanent attachment to the unit member's evaluation and shall be included in the unit member's personnel file.

### 5.3 Personnel Files

5.3.1 Bargaining unit members shall be provided with copies of any derogatory written materials and have an opportunity to comment within ten (10) working days before it is placed in the bargaining unit member's personnel file. The bargaining unit 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.

5.3.2 Any person who drafts derogatory written material for placement in a bargaining unit member's file shall sign the material and signify the date on which such material was drafted.

5.3.3 The personnel file of each bargaining unit member shall be maintained at the District's central administration office. Nothing in this subsection prohibits the District from maintaining the confidential personnel files electronically.

5.3.4 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 bargaining unit member.

5.3.5 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.

## ARTICLE 6: HOURS

### 6.1 Workday

6.1.1 The workday for all employees shall be established and regularly fixed by the District.

### 6.2 Work Week

6.2.1 The work week for all unit members shall consist of five (5) workdays, normally Monday through Friday. The work week for full-time employees shall be forty (40) hours, typically rendered in units of eight (8) hours, unless the unit member's supervisor and unit member both agree to modify the number of hours worked each day, and provided that the total hours worked each work week equals 40 hours for full time employees.

6.2.1.1 All unit members shall work an eight (8) hour day, exclusive of an unpaid duty-free thirty (30) minute lunch period.

### 6.3 Lunch Period

6.3.1 All employees regularly assigned to work more than six (6) hours per day shall have a duty-free, unpaid lunch period of not less than thirty (30) minutes. The lunch period shall occur approximately at the midpoint of the shift.

### 6.4 Overtime

6.4.1 Pursuant to Education Code section 45127(b), bargaining unit members are exempt from compensation for overtime in excess of eight hours in one day, provided that hours worked in excess of 40 in a calendar week shall be compensated on an overtime basis. The District shall provide compensation for overtime work in excess of 40 hours in a calendar week in accordance with the applicable state and federal laws. A unit member who works overtime shall be paid an overtime rate of not less than one and one-half times his/her/their regular rate of pay. Overtime must be pre-approved or ordered in advance by the employee's immediate supervisor and/or the Superintendent.

## ARTICLE 7: PAY AND ALLOWANCES

7.1 An additional 4% on-salary schedule for 2022-23. Retroactive payment on this on-schedule increase will be applied to the base salary only. No retroactive payment will be made on timesheets, stipends, substitute timesheets, extra duty, or any extra compensation aside from base salary. This retroactive payment is based on the then applicable salary schedule for NUHW represented employees.

7.2 Effective July 1, 2023, the 4% will be applied to all compensation, and the retroactive payments will be calculated accordingly.

7.3 Effective July 1, 2023, a 3% on-schedule salary increase and an additional one-time lump sum payment of \$5,000. This retroactive payment is based on the then applicable salary schedule with the additional 4% from the 22-23 increase from above for the NUHW represented employees.

7.4 The salary schedule shall be increased by 1% with an additional \$2,500. The one-time lump sum payment to close out bargaining for 2024- 2025.

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

7.6 If any other SUSD bargaining unit receives an increase to their salary schedule greater than 1% for 2024-2025, the NUHW salary schedules shall be increased by the same percentage. This Me-Too language does not apply to reclassifications or salary schedule realignments.

7.6.1 Once the initial collective bargaining agreement is ratified, the parties will have concluded negotiations for 2022-23, 2023-24, 2024-25

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

7.8 OT/PT to BCBA Salary Schedule

7.8.1 Beginning July 1, 2024, the Occupational Therapists (OT) and Physical Therapists (PT) shall be moved to the Board Certified Behavior Analyst (BCBA) salary schedule

7.9 OT/PT and MHC Work Year

7.9.1 Beginning July 1, 2024, the Occupational Therapists and Physical Therapists and Mental Health Clinicians will have their work year decreased by seven (7) workdays.

7.9.2 For the 2024-25 school year, the Mental Health Clinicians (MHC) will not work on November 1, 2024, November 25, 26, and 27, 2024, December 27 and December 30, 2024, and April 18, 2025.

For the 2024-2025 school year, the Occupational Therapists (OT) and Physical Therapists (PT), will not work on June 20, June 23, June 24, June 25, June 26, June 27, and June 30, 2025.

7.10 Longevity Increases

7.10.1 Longevity increments for Board Certified Behavior Analysts, Occupational Therapists, and Physical Therapists are as follows:

|               |                     |
|---------------|---------------------|
| 10 - 15 years | \$1,946.00 per year |
| 16 - 21 years | \$3,895.00 per year |
| 22+ years     | \$5,841.00 per year |

7.10.2 All BCBA, OT, and PT must have at least five consecutive years in the District before receiving longevity increments.

7.10.3 Longevity increments for Mental Health Clinicians are as follows:

- 2.5 percent @ 15 years of service in the District
  - 5 percent @ 20 years of service in the District
  - 7.5 percent @ 24 years of service in the District
  - 10.0 percent @ 30 years of service in the District
- Percentage to be Step A on the salary schedule.

7.10.3.1 All Mental Health Clinicians must have at least five consecutive years in the District before receiving longevity increments

### 7.11 Degree Increments

7.11 .1 Board Certified Behavior Analysts, Occupational Therapists, and Physical Therapists shall receive the following yearly increment for an earned degree from an accredited college or university:

Master's Degree: \$1,630.00

Doctoral Degree: \$3,259.00

7.11.2 Mental Health Clinicians shall receive the following yearly increment for an earned degree from an accredited college or university:

Master's Degree: \$3000

Doctoral Degree: \$4,250.00

7.11.3 Professional development increments are not cumulative.

### 7.12 Mileage Reimbursement

7.12.1 Bargaining unit members shall be reimbursed for actual mileage for travel between school sites and district sites at the IRS rate or at the rate set by the District, whichever is higher.

**ARTICLE 8: HEALTH AND WELFARE BENEFITS**

8.1 Healthcare Contribution Increases

8.1.1 The District shall pay the premium of the CalPERS Blue Shield Access PLUS plan, less one hundred dollars (\$100.00), or the full cost of Kaiser HMO, whichever is higher. The District’s monthly contribution toward any plan shall be adjusted accordingly.

Example: Out of the approximately 47 employees who receive health care benefits currently, the new cost for insurance will be as follows for the 2024 year:

- Kaiser Family Plan - free of cost
- Blue Shield (11 months) - \$109.09 a month
- Blue Shield (12 months) - \$100 a month

8.1.2 All co-pays shall be the employee's responsibility and are limited only to the co-pay amounts presented annually by the District. Each eligible bargaining unit member who selects a medical plan will be obligated to pay the full difference above the District contribution for the health benefit allowance.

8.2 Medical Rebate (Cash In Lieu of Healthcare Benefits)

8.2.1 Upon approval of NUHW bargaining unit members, the District shall reduce/increase the Medical Rebate to \$350 as shown below:

8.2.2 The “Medical Rebate” section shall be retitled “Cash In Lieu of Healthcare Benefits”. The reduction/increase to the existing rebate will take effect end of month December payroll 2024 as follows:

| Rebate Type               | 2024     | 2025     | 2026     | 2027     |
|---------------------------|----------|----------|----------|----------|
| Medical Rebate - 12 month | \$797.95 | \$648.63 | \$499.31 | \$350.00 |
| Medical Rebate – 11 month | \$870.49 | \$696.99 | \$523.49 | \$350.00 |

### 8.3 Retention Bonus/Incentive

8.3.1 The District shall pay a One-Time Retention Bonus of \$5,000 to NUHW bargaining unit members in two installments for 2023-24.

- The first installment (\$2500) shall be paid to employees in paid status upon ratification by both parties. The bonus will be delivered on or upon 60 days of ratification of this agreement.
- The second installment (\$2500) shall be paid to employees in paid status as of September 1, 2024. The bonus will be delivered by the end of the month payroll in September 2024.
- In addition, an exclusion applies to all NUHW Bargaining Unit members who received a 2023-24 Signing Bonus. They are not eligible for the \$5,000 one-time retention bonus.

### 8.4 Retirement Health Benefits

8.4.1 To be eligible for consideration for the Retirement Plan, employees must:

1. (a) Be between the ages of fifty-five (55) and sixty-five (65)
2. (b) Have a minimum of ten (10) years of consecutive service with the District
3. (c) Have proposed the retirement voluntarily

8.4.2 Any qualifying employee who retires under PERS regulations shall receive the following based on hired date with the District:

8.4.3 Employees hired after July 1, 2003, shall receive from the District, the same medical benefit as active employees subject to the maximum health benefit allowance. The Union and the District reserve the right to mutually amend or modify this benefit in the future for current or future NUHW represented employees.

8.4.4 The above retirement health benefits will last for ten (10) years or until the qualifying retiree is eligible for Medicare or until age sixty-five (65), whichever comes first.



### 8.5 Sick Leave Buy Back

For those employees who prior to February 1st make a definite and irrevocable commitment of the intent to retire, the District shall, based on the request of the employee, pay for up to fifteen (15) days of accumulated sick leave using the daily rate of the employee for payment.

## ARTICLE 9: HOLIDAYS

### 9.1 Holidays

9.1.1 The District agrees to provide all employees in the bargaining unit with the following holidays, provided they are in paid status during any portion of the workday immediately preceding or following the holiday. The following sixteen (16) holidays are a part of the work year described in Article 7 of the collective bargaining agreement plus one (1) additional floating holiday in accordance with Section 9.1.1

New Year's Day  
Martin Luther King Jr. Day  
Lincoln Day  
President's Day  
Friday of the week of Spring recess  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Eve  
Christmas Day  
Day after Christmas Day  
New Year's Eve

#### 9.1.1 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 employee with the approval of the supervisor

### 9.2 Holidays on a Saturday or Sunday

9.2.1 When a holiday listed in this Article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in this section falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

## ARTICLE 10: VACATION

### 10.1 Vacation Eligibility

10.1.1 All bargaining unit members shall earn paid vacation time

10.1.2 The term and duration of employment to be used for determining vacation time shall be based on the time served by the unit employees during the fiscal year. For purposes of this Article, the fiscal year is defined as the period from July 1 to June 30.

### 10.2 Vacation Accrual

10.2.1 Full time employees in the Board Certified Behavior Analysts (BCBA) classification shall earn up to ten (10) days of vacation time per work year with one (1) day accrued in each month in which they work more than one half ( $\frac{1}{2}$ ) the normal working days of a regular employees' work month

10.2.2 Full time employees in the Occupational Therapist and Physical Therapist classification shall earn up to eleven (11) days of vacation time per work year with one (1) day accrued in each month in which they work more than one half ( $\frac{1}{2}$ ) the normal working days of a regular employees' work month

10.2.3 Full time employees in the Mental Health Clinician classification shall earn up to twenty-four (24) days of vacation time per work year with two (2) days accrued in each month in which they work more than one half ( $\frac{1}{2}$ ) the normal working days of a regular employees' work month

10.2.4 Part-time unit members shall be entitled to vacation on a pro rata basis.

### 10.3 Vacation Scheduling

10.3.1 Vacation shall be scheduled at the convenience of the District and as nearly as possible at times requested by the employee limited by the District's work requirements.

10.3.2 BCBA, OT, and PT shall use earned vacation during the winter and spring recesses

### 10.4 Other Requirements

10.4.1 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

10.4.2 Subject to the terms and conditions of Article (Vacation), upon separation from service, employees shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

10.4.3 Accrued vacation shall be taken annually, within the fiscal year earned, and no part thereof shall be accumulated or carried over to a later year except if an employee is not permitted to take the employee's full annual vacation. If an employee is not permitted to take his/her/their full annual vacation, the amount not taken shall accumulate for use in the next year. In no case shall an employee be entitled to carry over more than five (5) days of vacation.

10.4.3.1 Employees, who have an accrued and unused vacation time balance on June 30, 2024, the amount not taken shall accumulate for use in the next year.

## ARTICLE 11: LEAVES

### 11.1 Bereavement Leave

11.1.1 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:

- 3 paid days if the death is less than 250 miles away.
  - If the employee needs more days, the employee shall be entitled to an additional 2 days taken out of their leave bank.
- 5 paid days if the death occurs more than 250 miles away.

The immediate family is defined as husband, wife, domestic partner, 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, stepparent, stepson, stepdaughter, foster son, foster daughter, aunt, uncle or any relative living in the immediate household of the bargaining unit member.

11.1.2 The District will provide bereavement leave during the workday 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 a service in the local area as long as it is within Stockton City limits.

11.1.3 When a bargaining unit member elects to use vacation leave pursuant to Article 10: Vacation, the vacation leave request shall not be denied.

### 11.2 Reproductive Loss Leave

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

11.2.1.1 When a bargaining unit member elects to use vacation leave pursuant to Article 10: Vacation, the vacation leave request shall not be denied.

### 11.3 Military Leave

11.3.1 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.

### 11.4 Veteran's Sick Leave per Ed Code 45191.5

11.4.1 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.

11.4.2 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.

### 11.5 Sick Leave

11.5.1 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.

11.5.2 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.

11.5.3 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.

11.5.4 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each bargaining unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new bargaining unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

## 11.6 Industrial Accident and Illness Leave

11.6.1 A bargaining unit member suffering an injury or illness arising out of employment shall be entitled to a leave up to sixty (60) working days in any one fiscal year for any one accident or illness. This leave shall not be accumulated from year to year. The leave shall commence with the first day of absence and must be reported to the immediate supervisor within twenty-four (24) hours of the injury or illness.

11.6.2 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.

11.6.3 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.

11.6.3.1 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, he/she/they shall be entitled to use only so much of his/her/their accumulated and available normal sick leave, which, when added to the Worker's Compensation award, provides the employee's regular salary.

11.6.3.2 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.

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

## 11.7 Break in Service

11.7.1 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.

11.7.2 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.

11.7.2.1 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/their position, he/she/they shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time, during the prescribed thirty-nine (39) months, the bargaining unit member is able to assume the duties of his/her/their position; he/she/they shall be reemployed in the first vacancy in the classification of their previous assignment. His/her/their reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Education Code Section 45298 in which case he/she/they 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.

## 11.8 Class B Absence Other Than Illness

11.8.1 Class B leave may be granted for an absence requested for reasons involving the bargaining unit member's professional, civic, economic, or physical well-being, or the well-being of the employee's immediate family. The Superintendent may also approve Class B leave for an employee who is obligated to be unavoidably absent for other reasons. Such leave shall not be taken for recreation; however, it should include time off for religious holidays.

No more than two (2) days of Class B leave may be granted in any one school year. Class B leaves shall not accumulate.

11.8.2 Except for emergency and/or other unusual circumstances, employees should obtain advance approval for utilization of this leave.



## 11.9 Leave for Compelling Personal Reasons

11.9.1 Each unit member shall be entitled to seven (7) days of his/her/their sick leave allotment during each school year for compelling personal reasons.

11.9.1.1 Compelling personal reasons means any business or civic endeavor or activity which cannot be conducted before or after school and which requires the presence of the unit member. Leave for compelling personal reasons shall not be used for vacation or recreation.

11.9.1.2 Except for emergency and/or other unusual circumstances, employees should obtain advance approval for utilization of this leave

## 11.10 Emergency Leave

11.10.1 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.

## 11.11 Pregnancy Leave

11.1.1 Pregnancy leave is a leave of absence for that period of time during which a unit member is temporarily disabled from employment due to pregnancy, miscarriage, childbirth or the recovery therefrom.

11.1.2 Notification for leave, under this policy, shall be made to the Assistant Superintendent, Human Resources in sufficient time to allow the District to arrange for a substitute. Notification shall be made no later than forty (40) days prior to the beginning date of leave requested.

11.1.3 The forty (40) day notice requirement shall be waived upon medical considerations verified by the unit member's physician.

11.1.4 The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

11.1.5 The school district reserves the right to verify the period of actual temporary disability by consultation between the unit member's physician and the District-appointed physician.

11.1.6 This policy shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well- recognized church or denomination.

11.1.7 Accumulated sick leave may be applied at the unit member's discretion to the period of actual physical disability for absence made necessary by pregnancy, miscarriage, childbirth or the recovery there from.

11.1.8 The unit member's fringe benefits shall be maintained during such periods of actual temporary physical disability.

### 11.12 Child Bonding Leave

11.12.1 Employees may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA)

11.12.2 For mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

11.12.3 For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave.

11.12.3.1 Pursuant to Education Code section 45196.1, if an employee exhausts their accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, they shall be entitled to differential pay for the balance of the twelve (12) week period.

11.12.3.2 Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.

11.12.3.3 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency

11.12.3.4 Pursuant to Education Code section 45196.1, in order to qualify for child bonding leave, employees must have completed one year (twelve months) of service for the DISTRICT but are not required to have at least 1,250 hours of service during the previous one-year (twelve months) period

#### 11.13 Dependent Leave

11.13.1 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.

#### 11.14 Other Leave

11.14.1 Upon request of the bargaining unit member, the District may grant a paid or unpaid leave of absence to any employee for a purpose other than those listed above. This leave shall be granted on a year-to-year basis, not to extend beyond three (3) years except in cases of leave for educational renewal which may be extended to five (5) years. If the leave extends beyond one year the employee shall be entitled to return to a position as determined by the District.

#### 11.15 Verification of Illness

11.15.1 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 a written affidavit or a physician's statement when appropriate.

#### 11.16 Judicial Leave

11.16.1 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.

#### 11.17 Failure to Return

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

### 11.18 Extended Illness Leave

11.18.1 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.

### 11.19 Jury Duty Leave

11.19.1 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 by the employee for jury duty shall not be included in the amount received for jury duty.

11.19.2 The employee shall report to work immediately upon dismissal for the day if dismissed before 10:00AM during service on a jury. If excused from jury duty, an employee shall return to work directly.

### 11.20 Civic/Community Offices

11.20.1 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.

## ARTICLE 12: SAFETY CONDITIONS

12.1 The District, in its discretion, will continue its efforts to keep facilities reasonably and properly equipped, maintained, and safe. The District also will continue its efforts to make structural and environmental improvements of the facilities where NUHW unit members are assigned.

12.1.1 Unit members shall report to their designated supervisor/site administrator any alleged unsafe, unsanitary condition, which they discover in or around their work areas. The designated supervisor/site administrator shall respond to the safety concern within ten (10) business days. The designated supervisor/site administrator shall take the necessary action to address the condition.

12.2 A unit member may use such reasonable force as is necessary:

12.2.1 to protect oneself from attack;

12.2.2 to protect another person;

12.2.3 to quell a disturbance threatening physical injury to others; or

12.2.4 to obtain possession of weapons or other dangerous objects upon the person or within the control of the student. Any time a unit member finds it necessary to use such force, they shall immediately report the incident to the immediate supervisor and site administrator and to the responsible law enforcement agency (SUSD Department of Public Safety).

12.2.5 In carrying out the provisions of this section, the unit member shall not risk danger to their person by taking unreasonable risks. Any time a unit member finds it necessary to use such force, they shall immediately report the incident to the immediate supervisor and site administrator. The unit member shall complete the appropriate documentation.

12.3 When an absence arises out of an assault upon a unit member while that unit member is acting in the discharge of their duties, the District shall provide the unit member support and assistance up to:

12.3.1 Sixty (60) working days of industrial accident leave;

12.3.2 Accumulated full pay sick leave.

12.4 In the event that civil proceedings are brought against a unit member for actions which were within the course and scope of employment ( 12.2) the District will, upon request, furnish legal counsel.

12.5 The District will comply with laws and board policies regarding the notification of employees as it relates to safety conditions.

12.6 The District will provide an overview of the Comprehensive Safety and or Readiness Emergency Management for Schools (REMS) Plan within the first thirty (30) days of the

12.7 The District will fund and provide prevention and intervention training to de-escalate and mitigate crisis risk behavior.

## **ARTICLE 13: DISCIPLINARY ACTION**

13.1 All disciplinary actions, reprimands, suspension without pay, demotion or discharge shall be only for just cause.

13.2 All material forming the basis for disciplinary action shall be made available to the unit member subject to California's privacy laws.

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 bargaining unit member when it could be reasonably assumed that the bargaining unit member should have disclosed the facts to the District unless Education Code section 45113(d) is amended by the legislature. Nothing in this sub-section prohibits the District from utilizing disciplinary documentation to demonstrate past notice of prohibited conduct by a bargaining unit member.

## ARTICLE 14: GRIEVANCE PROCEDURE

### 14.1 Definitions

14.1.1 A "grievance" is an alleged violation, misinterpretation or misapplication of the express terms of this agreement which directly and adversely affects the grievant. Actions to challenge or change the terms of this agreement shall not be considered a grievance. Matters for which a specific method of review or forum is provided by law or by the terms of this agreement are not within the scope of this procedure.

14.1.2 A "grievant" is a member or members of the bargaining unit and/or the Union.

14.1.3 A "working day" is any day during which the District Office is open for business.

### 14.2 Informal Level

14.2.1 Before filing a formal written grievance, the grievant shall seek a resolution by requesting an informal conference with the immediate supervisor or their District designee within twenty (20) working days from when the bargaining unit member knows or should reasonably have known of the occurrence which gives rise to the dispute. This informal meeting must occur within ten (10) working days.

### 14.3 Formal Level 1 – Immediate Supervisor or District Designee

14.3.1 If informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing. The written grievance shall be presented within fifteen (15) working days after the conclusion of the informal conference.

14.3.2 The formal document shall present a clear and concise statement of the grievance, citing specific sections of the agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought. The document shall be signed by the grievant, date and time of presentation affixed thereto and signed as received by the immediate supervisor.

14.3.3 Within ten (10) working days after the filing of the formal grievance, the immediate supervisor or District designee shall investigate the grievance and render their decision in writing to the grievant. Either the grievant or the Superintendent/designee may request a personal conference within the above time limits.

### 14.4 Level 2 – District Level

14.4.1 If the grievant is not satisfied with the decision rendered at Level I, they may appeal the decision within ten (10) working days to the Superintendent or designee. The grievant shall file a copy with the Union.



14.4.2 The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason for the appeal.

14.4.3 Within ten (10) working days after the appeal is filed, the Superintendent or designee shall investigate the grievance and give the decision in writing to the grievant. Either the grievant or the Superintendent/designee may request a personal conference within the above time limits.

#### 14.5 Level 3 – Mediation

14.5.1 Within ten (10) working days after receipt of the Superintendent/designee decision, the Union on the behalf of the aggrieved may request in writing that the grievance be submitted to mediation.

14.5.2 The Assistant Superintendent for Human Resources shall request that the State Mediation and Conciliation Service send a mediator to the District to attempt to resolve the disagreement.

14.5.3 Both the District and the Union shall participate in the mediation process in a good faith attempt to resolve the issue.

#### 14.6 Level 4 – Arbitration

14.6.1 Within ten (10) working days after the date of mediation, the aggrieved may request in writing to the Union, the grievance be submitted to advisory arbitration.

14.6.2 The Union, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to advisory arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator first, prior to hearing the merits of the grievance. If the arbitrator determines that the grievance is not subject to the arbitration, there shall be no further hearing on the merits of the grievance.

14.6.3 The parties shall select a mutually acceptable arbitrator selected from a list of seven (7) arbitrators provided by State Mediation and Conciliation.

14.6.4 The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted.

#### 14.7 Powers and Limitations of the Arbitrator

14.7.1 The arbitrator shall consider only those issues which have been properly carried through prior steps of the grievance procedure. The arbitrator shall afford district representatives, and the employee(s) or their representatives involved, a reasonable opportunity to present evidence, witnesses and arguments.

14.7.2 The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of this agreement.

14.7.3 The arbitrator shall have no power to disregard, add to, subtract from, or modify the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any advisory award such financial reimbursement or other remedies as are judged to be proper.

14.7.4 Decisions of the arbitrator shall be advisory to the District Board of Education. The District Board of Education shall make the final decision regarding the grievance

#### 14.8 General Provisions

14.8.1 If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.

14.8.2 Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits may be shortened or extended by written stipulation of both parties.

14.8.3 Grievants shall have the right to a conference with the appropriate administrator designated by the District, at each level. The failure to request a conference shall not affect the position of the grievant, the status of the grievances, or the decision rendered.

14.8.4 Reasonable release time to attend conferences and arbitration hearing shall be granted to the grievant.

14.8.5 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

14.8.6 All parties to the grievance will make available to other parties involved appropriate information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

14.8.7 A grievance must be initiated prior to the termination date of the contract.

14.8.8 All costs for the services of the arbitration shall be borne equally by the District and the Union. Costs by individual parties shall be borne by the party.

14.8.9 The parties agree that the content of evaluations shall not be grievable

## ARTICLE 15: LAYOFF AND REEMPLOYMENT

15.1 Pursuant to law, 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.

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

### 15.3 Layoff Procedures

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

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

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

15.3.4 If two (2) or more employees subject to layoff have equal seniority in the same classification, the determination of which employee shall be laid off shall be made on the basis of the first date of paid service in the classified service (excluding any substitute time) or, if that is equal, by comparing the last four digits of the employees' social security numbers, and the employee with the lower of the four digits will be laid off first.

15.3.5 Employees subject to layoff or reduction in hours shall retain their reemployment rights as specified by law. The names of bargaining unit members laid off shall be placed on reemployment lists in the reverse order of layoff and such eligibility shall continue for thirty-nine (39) months from the date of layoff.

15.3.6 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.

## **ARTICLE 16: TRANSFER**

A transfer is a lateral movement of a bargaining unit employee to another school and/or site(s) within the district.

### **16.1 Voluntary Transfers**

16.1.1 When a vacancy occurs, an announcement of the vacancy shall be made during department meetings

16.1.2 Employees may request a transfer to or out of a school assignment for the following school year by submitting a written request to their immediate supervisor with a copy to the Assistant Superintendent of Human Resources or designee.

16.1.3 Transfer requests will be considered in terms of three (3) criteria in the following order:

- a) The needs of students, programs and the District.
- b) Meeting the qualifications as outlined in the job description.
- c) The order of their bargaining unit seniority at the time of request.

16.1.4 When a transfer request does not result in a transfer, the employees in the bargaining unit may request from their immediate supervisor a written description of the specific reason(s) for the denial within ten (10) days of the denial. The immediate supervisor or designee shall provide the specific reasons within 10 days of the request.

### **16.2 Involuntary Transfers**

16.2.1 The District has the right to transfer employees from one assignment to another for the purpose of addressing the needs of students and District programs. Such transfers shall be for the purpose of meeting the task-related needs of the District and shall not be punitive in purpose.

16.2.2 Notification of an involuntary transfer shall be given in writing to the affected unit member prior to the transfer. A unit member shall be given at least ten (10) working days to transition to their new assignment to support the continuity of services to students and to orient to documentation systems and programming relevant to their new assignment. The transferred unit member will continue to perform their existing job duties and complete required documentation at their current assignment during the (10) working day period unless otherwise directed by their supervisor.

16.2.3 Employee preferences for assignment and school location will be considered.

16.2.4 Every effort will be made to keep interested employees informed of staffing decisions as they are finalized.

## **ARTICLE 17: NEW EMPLOYEE ORIENTATION**

### **17.1 New Employee Orientation**

17.1.1. The District will provide NUHW access and notice to the 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.

17.1.2 During new hire group orientation for new employees, the District will allow a representative of the Union up to thirty (30) minutes during the final period of District group program, to discuss the Union and the terms of this Agreement. In the event the Union assigns a shop steward to attend this orientation, the steward shall be released from work without loss of pay to participate in the session.

## ARTICLE 18: UNION RIGHTS

### 18.1 Payroll Deduction for Membership Dues

18.1.1 The District agrees to deduct Union dues from the wages of every union member via payroll deduction in the manner required by law.

18.1.2 The Union shall have the sole and exclusive right to receive the payroll deduction for regular membership dues consistent with law.

### 18.2 Hold Harmless

18.2.1 The Union shall reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred, after notice to the Union, in defending against any court or administrative action challenging the legality of the organizational security, union dues and/or fees provision of this Agreement or the implementation thereof effective on the date that NUHW became the exclusive representative of unit members.

18.2.2 The Union agrees to reimburse, indemnify, defend and hold the District, its officers and/or agents, harmless against any and all award, compromise or damages, costs, claims, liability arising out of any court or administrative action challenging the legality of the union rights provisions of this Agreement or the implementation thereof or suits instituted against the District which allege illegality or unconstitutionality arising from its compliance with any of the provisions of this Article 18 or related to any unit member payments to the Union. The Union shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried, or appealed.

### 18.3 Deduction of Union Membership Dues

18.3.1 Upon receipt of an employee's signed membership or other authorization form, including an authorization consistent with the Uniform Electronic Transactions Act, the District will deduct the appropriate dues from the employee's pay, as established and as may be changed from time to time by law and the Union, and remit such dues to the Union.

18.3.2 The District will remit the dues deducted pursuant to this Agreement promptly, and will endeavor to provide remittance but not later than ten (10) days following the date of the payroll from on which they are deducted. If no payment is transmitted for an employee, an explanation will be included with the effective date (e.g., terminated, leave of absence, out of bargaining unit).



18.3.3 The District will remit the dues deducted pursuant to this Agreement promptly, and will endeavor to provide remittance but not later than ten (10) days following the date of the payroll from on which they are deducted. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means) supporting documentation for the funds remitted which shall include the employee's name (first, middle and last broken up in separate fields), employee ID, amount deducted, and deduction type (Dues or COPE). If no payment is transmitted for an employee, an explanation will be included with the effective date (e.g., terminated, leave of absence, out of bargaining unit).

#### 18.4 Bargaining Team Attendance

18.4.1 The Union shall have the right to up to five (5) members on the Union negotiation team that will be excused and paid for any regularly scheduled workday that negotiations are scheduled and not canceled. The Union shall inform the District who is designated as excused and who is on release time. If there is a change in such designation, the Union shall advise the District one (1) week in advance of the session, or, in the event of an emergency for a regular team member, as soon as reasonably possible.

## **ARTICLE 19: UNION COMMITTEE ON POLITICAL EDUCATION**

The District hereby agrees to honor voluntary Committee on Political Education (COPE) contribution deduction authorizations from its employees who are Union members, and to remit such COPE contributions to the Union.

The Union agrees to reimburse, indemnify, defend and hold the District, its officers and/or agents, harmless against any and all award, compromise or damages, costs, claims, liability arising out of any court or administrative action challenging the legality of the COPE deduction provisions of this Agreement or the implementation thereof or suits instituted against the District which allege illegality or unconstitutionality arising from its compliance with any of the provisions of this Article 19. The Union shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried, or appealed. The Union will hold the District, its agents and representatives, harmless against any claim which may be made by any person because of the COPE deductions described herein, including the cost of defending against such claim. The Union will have no monetary claim against the District because of failure to perform under this Article.

## **ARTICLE 20: UNION ACCESS AND INFORMATION**

### **20.1 Access**

Authorized representatives of the Union shall be permitted to transact official Union business on District sites at reasonable times without interrupting the duty day

### **20.2 Facilities**

The Union and its members shall have the right to make use of District facilities at reasonable hours without interrupting the duty day and in compliance with the District's facility use protocols

### **20.3 Bulletin Boards**

In school sites frequented by bargaining unit members, one (1) bulletin board shall be designated as the official bulletin board available to the Union to post notices of Union concern.

### **20.4 Information Rights**

The District shall provide the Union with contact information on the bargaining unit members. The information shall be provided to the Union in digital or electronic format once a month. The contact information shall include the following items (if provided by the employee and is readily available).

- i. Name
- ii. Home Address
- iii. Phone Numbers – home and cellular
- iv. Personal (non-District) Email Address
- v. Classification
- vi. School Site
- vii. Hire Date
- viii. Seniority Date
- ix. Salary
- x. Full Time Equivalent (FTE) status
- xi. Employee ID number
- x. Employment Status (e.g., Probationary, Permanent)
- xi. An indication of whether the District is deducting dues for membership
- xii. District email address

#### 20.5 Personnel Files

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

#### 20.6 Right of Review

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

#### 20.7 Board Agenda

The District shall place the board agenda on the District's website on the Friday before a regular board meeting. The District shall provide the Union a link to the Board's agenda when it is published.

#### 20.8 Negotiation Release Time

The members of the NUHW negotiation team shall be granted reasonable release time with pay to participate in contract negotiations with District officials. The Director of Labor Relations shall authorize additional reasonable release time hours related to bargaining as required.

#### 20.9 Contract Distribution

Within thirty (30) working days after ratification by the Union, the District shall provide a copy to the Union for review of errors. The District agrees to provide an electronic version of the contract on the District's website for easy access.

#### 20.10 New Employee Orientation

The Union shall have the right to schedule time to meet with new hires after the new higher orientation. The Union shall be notified of scheduled orientations ten (10) working days in advance. At the orientation, the Union Organizer or his/her/their designee, shall be provided reasonable opportunity to make an introduction to the union and its benefits.

#### 20.11 District Meetings

The District will authorize release time to those unit member representatives identified by the Union when invited to attend a disciplinary meeting wherein the union representative is requested to provide representation. The attendee(s) will be required to provide notice for the time and place of the meeting to their direct supervisor.

## **ARTICLE 21: UNION SHOP STEWARDS**

21.1 At least quarterly the Union will notify the District in writing the names of duly authorized Union Shop Stewards.

21.2 Shop Stewards will obtain written permission from their immediate supervisor before leaving their work area to conduct Union business. Notice to supervisor shall be given soon as possible, but in no case shall it be less than twenty-four (24) hour notice when at all practical. Upon approval from supervisor the shop steward shall notify their site administrator(s) of the anticipated length of their absence in writing. If a supervisor, manager, or administrator is unavailable the show steward shall notify the Asst. Supt. HR or designee.

Stewards shall not lose pay because of their participation in activities related to grievances, investigations or disciplinary meetings.

## **ARTICLE 22: 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 determining whether it is necessary to bargain a replacement for such Article or Section.

## **ARTICLE 23: AGREEMENT**

23.1 Stockton Unified School District (District) and the National Union of Health Care Workers (NUHW), collectively referred to as “the parties,” have considered their mutual interests and have agreed to enter into this Agreement to establish the first collective bargaining agreement between the parties.

This is an Agreement made and entered into between the Stockton Unified School District (“District”) and the National Union of Healthcare Workers (“Union”).

This Agreement, when ratified by the District and the Union, shall supersede all other contracts and shall represent the sole Agreement between the District and the Union.

23.2 This Agreement shall be effective retroactive to July 1, 2023, and shall continue in effect until midnight June 30, 2026. In the last year of this Agreement, the Union shall present its full written proposal to the District no later than the first Tuesday in February. A public hearing shall be held to effectuate the purposes of Government Code Section 3547.

23.2.1 For the 23-24 school year, the NUHW contract will be closed. There will be reopeners for the 2025-2026 school years for salary and benefits and the District and NUHW will each have the right to designate two (2) additional articles each year for reopeners.

23.3 The District shall make known its proposals in a timely manner after NUHW has presented its full written proposal.