

TENTATIVE AGREEMENT
BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT (District)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
DELTA VALLEY CHAPTER 821

May 16, 2024

This agreement concludes reopener negotiations between Stockton Unified School District (“District”) and the California School Employees Association and its Delta Valley Chapter #821 (“CSEA”). The parties hereby agree to the following terms subject to the ratification of CSEA 821 and the Board of Education for Stockton Unified School District. Negotiations have concluded for the 2023-2024 school year. The parties will commence negotiations for the 2024-2025 school year after July 1, 2024.

The parties hereby agree:

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

- a. Effective July 1, 2022: 4% *
- b. Effective July 1, 2023: 3% plus an additional one-time lump sum of \$5,000. CSEA will schedule a ratification for this agreement to take place on or before June 30th, 2024
- c. Effective July 1, 2024, the salary schedule shall be increased to 1% with an additional \$2,500 one-time lump sum payment to close Article 8: Pay and Allowances for 2024-2025

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

If any other SUSD bargaining unit receives a total increase to their salary schedules greater than 7% combined for 2022-2023 and 2023-2024, the CSEA 821 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, CSEA 821 and SUSD will immediately meet and negotiate over additional lump sum payments for the CSEA 821 bargaining unit.

If any other SUSD bargaining unit receives and increase to their salary schedule greater than 1% for 2024-2025, the CSEA 821 salary schedules shall be increased by the same percentage. If any other SUSD bargaining unit receives a one-time lump sum payment greater than \$2,500 for 2024-2025, the parties will immediately meet and negotiate over additional lump sum payments.

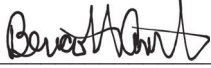
2. Language changes to CBA (see attached for specifics)

- a. Article 13: Transfer and Promotions
- b. Article 15: Leaves

The parties agree to remain at status quo on Article 7: Hours and Overtime and Article 19: Working Conditions for the 2023-24 school year.

This tentative agreement shall be effective upon ratification by both CSEA 821 and the Stockton Unified School District Board of Trustees and shall continue in effect through June 30, 2024.

For CSEA 821:



Bernadette Armenta, President



Dotie Wall, Negotiation Team



Hector Severiano, Negotiation Team



Melissa Powers, Negotiation Team



Monique Orr, Negotiation Team



Nataly Cabrera, Negotiation Team



Louise Barros, CSEA Labor Rep



Rosemarie Lopes-Horn, CSEA Administrator

For the District:



Marie Nakamura, District Attorney



Glendaly Gascot-Rios, Asst. Supt of HR



Talisha Teague, Personnel Analyst



Tanya Sigman, Personnel Analyst

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 the General Classified Service Unit, 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 4% for 2019-2020 (effective July 1, 2019)
2.5% for 2020-2021 (effective July 1, 2020)
Reopeners for 2021-2022)

• Effective July 1, 2022: 2% 4%*

• Effective July 1, 2023

~~3%~~ plus an additional one-time lump sum payment of \$5,000 ~~\$7,500~~ CSEA will schedule a ratification for this agreement to take place on or before June 30th 2024.

• Effective July 1, 2024, the salary schedule shall be increased by 1% with an additional \$2,500 one-time lump sum payment to close out salary reopener Article 8 Pay and Allowances bargaining for 2024-2025

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

• If any other SUSD bargaining unit receives a total increase to their salary schedules greater than 6% 7% combined for 2022-2023 and 2023-2024, the CSEA 821 salary schedules shall be increased by the same percentage. If any other SUSD bargaining unit receives a total lump sum payment greater than \$5,000 \$7,500 for 2023-2024, CSEA 821 and SUSD will immediately meet and confer negotiate over additional lump sum payments for the CSEA 821 bargaining unit. If any other SUSD bargaining unit receives an increase to their salary schedule greater than 1% for 2024-2025, the CSEA 821 salary schedules shall be increased by the same percentage. If any other SUSD bargaining unit receives a lump sum payment greater than \$2,500 for 2024-2025, the parties will immediately meet and negotiate over additional lump sum payments.

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

Handwritten initials: ll, DW, HS, mp, RE, NC, Wz, and a large signature.

Handwritten initials: MR, TST, JHR, JS

2024.05.16 CSEA to SUSD 3:10pm
5/16/23 SUSD to CSEA 1:15pm
2024.05.16 CSEA to SUSD CP 12pm
05/16/2024- SUSD to CSEA 821 Amended Proposal
04.29.2024 SUSD to CSEA 821 CP

bargaining unit members who retired from SUSD or who remain in paid SUSD status (in any SUSD position) upon ratification by both parties. Those who end SUSD employment before ratification, through resignation, dismissal, or any other means besides retirement are ineligible for such retroactive compensation

This Agreement shall constitute the complete collective bargaining agreement negotiation commitments between both parties for the 2022-2023, and 2023-2024, and salary reopeners Article 8 Pay and Allowances for 2024-2025 school years. Terms may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement

8.2 Progression on Salary Schedule

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

Intent:

The existing longevity language in the contract is applicable to this salary increase.

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. All ten (10) month bargaining unit members shall be paid in ten (10) monthly payments. Any additional days worked beyond the ten (10) regular work months, shall be paid based on the actual time worked. Bargaining unit members may elect to spread their ten (10) 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 U.S. General Services Administration (GSA) rates for meals and lodging while outside the District: Breakfast, Lunch Dinner, 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 Professional Growth

A Professional Growth Program shall be implemented in accordance with the provisions of Appendix C.
Bachelor’s Increment - \$1,358 per year (will be paid out monthly as a prorated stipend)
Master’s Increment - \$3,000 per year (will be paid out monthly as a prorated stipend)

8.7 Compensation for Bargaining Unit Members Working Out of Classification

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

8.8 Salary Placement For Employee Who Resigns And Is Reemployed

A classified bargaining unit member who resigns after three (3) years of satisfactory service in the District and who is reemployed in the same classification within one (1) 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.

8.9 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.

8.11 Promotional Placement

A permanent bargaining unit member who is promoted shall be placed on the step in the higher salary range in the new classification, which is at least a five percent (5%) increase in salary. If the highest step is not a five percent (5%) increase, the employee will be placed on the highest step. 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 Reclassification – In order to meet the financial cost for compensation and health benefit increases, CSEA agrees to defer all Reclassification for 2017-2018 to the Reorganization Process.

8.13.1 “Reclassification” means the upgrading of a position to a higher classification as a result of increased duties and responsibilities permanently assigned to a position which are not attributed to a sudden or short-term change, which are performed by the bargaining unit member.

8.13.2 The purpose of this section is to provide an orderly process for evaluating potential “reclassification” of positions to determine the accuracy of job descriptions changes in evaluating the actual duties required of the positions work duties in consideration of workload and proper salary range placement.

8.13.3 Procedures for Requesting Reclassification

8.13.3.1 On or before September 1, annually, individual bargaining unit members and/or classification groups, the District or CSEA, may submit a request for reclassification of any positions represented by CSEA on the agreed upon “Position Analysis Questionnaire” to the Director of Classified Personnel for the District or designee.

8.13.3.2 The Director of Classified Personnel shall forward the completed “Position Analysis Questionnaire” along with all attachments as follows:

- 8.13.3.2.1 Designated Site/Department Administrator (September 1st - 30th)
- 8.13.3.2.2 Employee will be notified of receipt of documentation by Human Resources (October 1st)
- 8.13.3.2.3 Committee Representatives (October 15th)
- 8.13.3.2.4 The questionnaire will be agreed to by both parties. Revisions to the form will be by mutual agreement.

8.13.4 Reclassification Committee

8.13.4.1 A "Reclassification Committee" shall be composed of three (3) management appointees, one (1) of which shall be the Director of Classified Personnel, three (3) CSEA appointee's, one of which shall be the CSEA Chapter President. Each group can bring one (1) expert in the event that further clarification as needed. In the event of a tie, one (1) neutral appointee shall be selected by mutual agreement between the District and CSEA to break the tie. Every attempt shall be made to find a neutral at no cost to the Parties. However, if there is a cost for the neutral appointee, it shall be mutually borne by both parties.

8.13.4.2 The Committee shall meet once a year in October, but may be convened at other times by mutual agreement of the District and CSEA, to review the "Position Analysis Questionnaire" that have been timely submitted. The Panel members shall conform as follows:

8.13.4.2.1 The Committee shall fairly and objectively review each reclassification request and the documentation submitted with the request.

8.13.4.2.2 The Committee may opt to set a time and date to meet the bargaining unit member(s), site/department administrator or other individuals with relevant knowledge of the circumstances mutually agreed to by the District and CSEA.

8.13.4.2.3 The Committee shall be charged with collaborating and recommending the appropriate revisions, modification or creation of new job descriptions, the appropriate title of the position(s), classification designation, and the Step and Range of the employee(s) placement and the date in which reclassification takes effect which may be retroactive and/or delayed.

8.13.4.3 The Committee mutually establishes norms to guide procedures and decisions.

8.13.4.4 The Committee shall have the authority to adopt, reject, or modify the submitted reclassification request, and/or recommend the creation of a new position and/or reclassification, and the accompanying job description and salary placement. All committee members shall sign the Committee's decision which shall be binding upon the parties.

8.13.4.5 The Committee shall prioritize the reclassification requests and determine the number that they will consider each fiscal year. Requests not considered will move to the next fiscal year and will be reprioritized among the new requests. The Committee will consider three (3) classification requests per fiscal year, but may be increased by mutual agreement.

8.13.4.6 The Committee shall provide written notice of the Committee's decision to the bargaining unit member(s) requesting reclassification by March 1st of given fiscal year.

8.13.4.7 The Committee's recommendation is final and binding.

8.13.5 Reclassification – Other

8.13.5.1 If the reclassification request is denied by the committee, the committee will give the reason for said action which may include recommendations for the bargaining unit member(s) reconsideration of submitting a new reclassification request which the committee will not consider for a period of two (2) years from the date of the initial request.

8.13.5.2 The Committee may agree to suspend a decision to seek additional information and/or to interview other individuals with relevant knowledge of the circumstances.

8.13.5.3 The Committee shall determine the application of the reclassification.

8.13.5.3.1 When an entire classification is reclassified to a higher class, all incumbents working in the position(s) shall be reclassified to the higher classification.

8.13.5.3.2 If it's determined to only reclassify a portion of the classification due to financial reasons, the remaining incumbents will be awarded the reclassification to the higher class in order of highest seniority when the District is financially able to do so.

8.13.5.3.3 When the entire classification IS NOT reclassified, the incumbents in the position(s) being reclassified will remain (or be placed) in the reclassified

position(s). The remaining incumbents not being reclassified shall be status quo; thus, no change to their assignment.

8.13.5.3.4 If it is determined that a position shall be reclassified, the Committee shall establish the appropriate salary placement.

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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, with an equal number of scheduled hours or a change in the number of scheduled hours not to exceed one (1) hour as referenced in 13.1.3 and same salary range 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 (1) 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"). Transfer shift changes made as part of a transfer shall be compensated based on the new assignment.

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 (1) 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 an increase of more than one (1) hour 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 of more than one (1) hour per day shall not be subject to the requirements of Section 13.6.

13.1.4 Vacancy

For purposes of this Article, a "vacancy" is a new position, an opening arising from a resignation, retirement, or separation, 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 sixty (60) 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 Delta Valley Chapter 821 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. 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.

13.3 Vacancy Procedures

13.3.1 The District shall fill all vacancies by completing procedures in the following priority order:

13.3.1.1 The District shall recall bargaining unit members on the reemployment list as required by the provisions of Article XIV.

13.3.1.2 The District shall complete necessary involuntary transfer.

13.3.1.3 The District shall complete all requests for lateral transfers in accordance with Section

13.4 Lateral Transfers

13.4.1 Notices of vacancies shall be posted on Edjoin ~~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. **The District shall make available to all bargaining unit members a shared computer terminal at their work site for those members who do not have a District-issued device or computer no later January 2025.** A copy of the vacancy notices shall be forwarded to the Association president **via email.**

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

13.4.3 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 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.

13.4.4 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.

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

13.5 Involuntary Transfers

13.5.1 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.

Intent

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.

13.5.2 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 Human Resources Department regarding the proposed transfer.

13.6 Promotional Opportunities:

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

13.6.2 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 Human Resources 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.

13.6.3 If more than four (4) applicants who are minimally qualified are current bargaining unit members, then the District will **prioritize interviews for these employees first.** ~~not obtain applicants from other than current bargaining unit members for any one position.~~ In such instances, the District shall select **for interviews** 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 **employees and** non-employee applicants **at the same time.** Selection shall be based ~~upon~~ **on** qualifications.

13.7 Interim Appointments:

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 be for vacancies **or extended leaves of absences as determined by the district.** A bargaining unit member who wishes to work in an “acting status” must notify the Human Resources Department within ten (10) days **of the vacancy posting.** ~~interim appointment being posted at all work sites.~~ **If the District has determined that** two (2) or more bargaining unit members wish to work in an acting status for the same position, the **most qualified** employee with the greatest District seniority shall be selected. A bargaining unit member may only work in an “acting status” once during the fiscal year, unless all employees in a related classification who wish to work in an “acting status” have been allowed the opportunity to do so and list has been exhausted. **Probationary employees shall not be permitted to work in an interim appointment.** Interim appointments ~~or substitutes~~ hired to replace such bargaining unit members in their regular position shall not fall under the sixty (60) day restriction of 13.1.4.1 because no vacancy is thereby created.

5/16/24 at 4:38PM: District agrees with language

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ARTICLE XV: LEAVES

MR TST
JHR JS

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: **3 paid days if the death or funeral takes place less than 250 miles away. If the death or funeral is less than 250 miles away, the employee shall be entitled to an additional 2 days of leave to be deducted from their sick or vacation bank. If the death or funeral is more than 250 miles away, the member shall be entitled to 5 days of bereavement leave with no deduction from the member's sick or vacation bank.**

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, step-parent, step-son, step-daughter, foster son, foster daughter, aunt, uncle 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 **When a bargaining unit member elects to use vacation leave pursuant to Article 15.1, the vacation leave request shall not be denied, and the request shall not be subject to the five (5) day advance notice requirement set forth in Article 12 Vacation Plan.**

~~15.1.3 — Bargaining unit members shall be granted leave with full pay in the event of the death of any member of the bargaining unit member's immediate family. Three (3) days of such leave will be granted when travel does not exceed 250 miles one way or five (5) days if travel exceeds 250 miles one way. The five (5) days of bereavement leave is granted only if the bargaining unit member travels at least 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.

15.3 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 work days 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 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 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.

- 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-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 the annually accrued 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** Employee illness or care for illness of immediate family member; accident or unit member or family member; personal property or that 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 and Bonding Leave

The parties agree to Bonding leave provisions contained in Education Code section 45196.1

15.10 Dependent Leave

A bargaining unit member shall be entitled to one (1) day per year of paid leave to care for spouse, or child, or parent in the household; or, if living out of the household, who is primarily dependent on the bargaining unit member for care.

15.10.1 Reproductive Loss Leave

MR JHR TST JS

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

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

District accepts proposed language 05/16/2024

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

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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.

The parties agree to review the outcome of the implementation of extended leave in the 2021-2022 re-opener negotiations.

The District will be proactive in the recruitment of substitutes.

The District will also make every effort to provide a substitute for bargaining unit members utilizing leave under this section.

15.16 **Doctor's Note**

In absences of five (5) days or more, the employee will provide a doctor's note upon return. If an employee is admitted to a hospital or other medical facility for any length of time s/he will provide a doctor's note upon return releasing the employee back 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.

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 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.

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

15.19.3.1 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.

- 15.19.3.2 The bargaining unit member must request the leave in writing to Risk Management and must provide verification from a physician of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.
- 15.19.3.3 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.
- 15.19.3.4 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.
- 15.19.3.5 The benefits of this program are limited to a maximum of sixty-five (65) 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 sixty-five (65) day period. Upon review of the committee allocations may be approved for maximum of a twenty (20) work day increment. Employee will be required to provide an updated physician statement certifying continued need to remain under program.
- 15.19.3.6 The benefits of this program are limited to one (1) occurrence per fiscal year.
- 15.19.3.7 Absence for any purpose not enumerated shall be deemed to be an unauthorized leave. No employee shall receive compensation for unauthorized leave.

15.20 Donations and Utilization

To donate to the Catastrophic Leave Program, bargaining unit employees must:

- 15.20.1 New Hires: Are eligible to enroll at any time for up to thirty (30) days after the date of "permanency" by 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 hours. If the employee regularly works three (3) hours a day, the donation will be three (3) hours.

- 15.20.2 A member wishing to withdraw must provide written notice of intent before June 30th of the fiscal year to be effective for the following fiscal year. Such member is prohibited from enrollment in the program for two (2) years thereafter.

Any member not enrolled in the program may enroll during the annual "open" enrollment period of September 15 – October 15. CSEA and the District may meet and negotiate to approve other open enrollment periods or provisions other than contained above.

15.20.3 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.

15.20.4 In the event that the catastrophic leave bank falls below seven hundred-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.

15.21 Committee

A two (2) member committee comprised of the Association Chapter President or designee and a representative from the classification of the member making the request.

15.21.1 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.

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

15.22 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 that 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.