

TENATIVE AGREEMENT
Between
Stockton Unified School District (District)
And the
Stockton Unified Supervisory Unit

November 9, 2023

This agreement concludes successor negotiations between Stockton Unified School District and the Stockton Unified Supervisory Unit (“SUSU”). The parties hereby agree to the following terms subject to the ratification of the Stockton Unified Supervisory Unit (“SUSU”) and the Board of Education for Stockton Unified School District. All remaining provision in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for 2022-2023 with reopeners for the 2023-2024 and 2024-2025 school years.

Both parties have agreed to the negotiated components included herein:

1. Article VIII: Fringe Benefits

- Effective July 1, 2023, the District shall pay \$1779.30 monthly of the premium for the employee. The employee shall be responsible for “Buy-up” for the individual plans selected.
- The District agrees to pay retroactive \$50 per month from December 2022 through June 2023 (\$350 total amount). This Health and Welfare payment shall be made to unit members enrolled in a medical plan from December 2022 through June 30, 2023. The payment will be prorated based on time of hire.
- Medical rebate to remain status quo.

2. Article XII: Wages

- Four percent (4%) one-time off salary schedule increase for 2022-23.
- If any other employee group receives a higher percentage amount or base salary increase for 2022-23 school year, SUSU bargaining unit shall receive the same amount.
- Longevity language change from completion to commencement.
- In the event a supervisor is projected to be absent twenty (20) days or less, the District shall consider requesting a qualified unit member to assume the additional supervisory duties of the absent employee before assigning such duties to an employee in another bargaining unit. If the assigned consists of not less than five (5) working days out of fifteen (15) calendar days in a higher classification, the employee shall be placed on the class and step which provides not less than an additional ten percent (10%) compensation.

3. Article XIV: Working Out of Class

- A unit member, whether by written or oral instructions, who is assigned to serve in the place of the appropriate management employee who is in direct supervision of such member for a period of not less than five (5) working days in a fifteen (15) calendar day period shall be placed on the class and step which provides not less than an additional ten percent (10%) compensation for each day he/she serves in place of the manager.

4. Article XX: Uniforms

- The District shall pay the cost of the required uniform for all bargaining unit members in the Custodial, Maintenance and Operations Department. The Facilities Department provides every other year new uniforms for each employee in the amount of up to \$250 per every other fiscal year.

5. Article XXI: Duration and Reopeners

- This agreement shall be effective as of July 1, 2022 and shall continue in effect until midnight June 30, 2025. The parties agree to maintain a “Re-Opener” for future negotiations on Article XII Wages and Article VIII Fringe Benefits and two additional articles each for 2023-2024 and 2024-2025.

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

- Preamble
- Article I: Recognition
- Article: IV: Procedures for evaluation
- Article VI: Holidays
- Article VII: Vacation
- Article VIII: Fringe Benefits
- Article IX: Association rights
- Article XI: Leaves
- Article XII: Wages
- Article XIII: Hours
- Article XIV: Working out of class
- Article XVI: Layoff and Reemployment
- Article XX: Duration of Agreement
- Article XXI: Uniforms

This Tentative Agreement completes negotiations for the 2022-2023 school year. This agreement shall be effective as of July 1, 2022 and shall continue in effect until midnight June 30, 2025.

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

Date: 11/9/2023

Date: 11/9/2023

For SUSU:

For the District:

Donna Taves 11 / 27 / 2023
Donna Taves

Richard Edward Boyd Jr 11 / 14 / 2023
Richard Boyd, Dir. Labor Relations

Michael Hernandez 11 / 14 / 2023
Michael Hernandez

Mary Aguilar 11 / 14 / 2023
Mary Aguilar, Labor Relations Coordinator

Ashley Alvarado 11 / 28 / 2023
Ashley Alvarado, VP Teamsters Local 856

Talisha Teague 11 / 14 / 2023
Talisha Teague, Labor Relations Analyst

Robert Bonsall 11 / 22 / 2023
Robert Bonsall, Attorney

PREAMBLE

This Agreement is entered into the ~~7th day of June 2019~~ 9th day of November 2023, by and between the Board of Education of Stockton Unified School District, hereinafter called the District, and the Stockton Unified Supervisory Unit, hereinafter called the Association, employees, hereinafter called members, pursuant to Government Code Section 3540, et seq.

OT
MK
m. a. o.
RB

REB
MA
TST

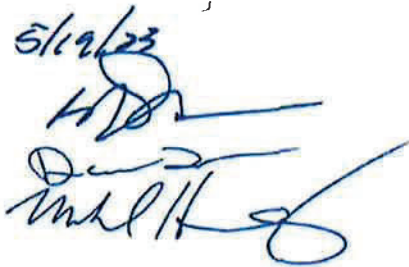
ARTICLE I: RECOGNITION

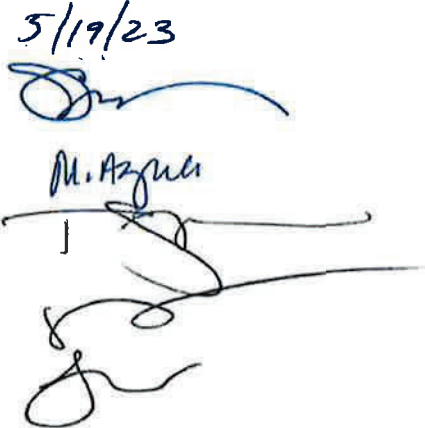
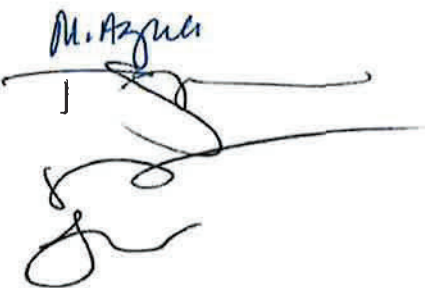
1.1 The District recognizes the Stockton Unified Supervisory Unit as the exclusive representative designated for the purposes of collective bargaining for classified employees engaged in employment with the District, including the following classifications:

- Accounting Supervisor
- Carpenter/Locksmith/Roofing Supervisor
- ~~Building/Maintenance Supervisor~~
- Child Nutrition Operations Supervisor**
- Child Nutrition Program Supervisor
- Custodial Operations Supervisor
- Database Application Supervisor
- ~~Data Processing Operations Supervisor?~~
- Dispatch and Route Transportation Supervisor**
- Electrical/Alarm/Audio Visual Surveillance Supervisor
- ~~Food Service Operations Supervisor~~
- ~~Food Service Nutrition Specialist Supervisor~~
- Grounds/Utility Supervisor
- Landscape Maintenance Supervisor
- Network Supervisor
- Nutrition Specialist Supervisor**
- Painter/Glazier Supervisor
- ~~Plant Supervisor~~
- Plumbing/HVAC/EMS Supervisor
- Reprographics/Mailroom Supervisor
- Senior Plant Supervisor
- Transportation Operations Supervisor
- Vehicle Maintenance Supervisor
- Warehouse Supervisor
- Welder/Fabricator Supervisor

Excludes all other classifications of classified employees, including all designations of management and confidential employees.

Districts counter proposal 5-19-23

5/19/23


5/19/23

 M. Azguli


ARTICLE IV: PROBATION AND PROCEDURES FOR EVALUATION

J.A.
1/30/23

- 4.1 Pursuant to Education Code 45301, a person initially employed in any classification covered by this agreement shall have a probationary period not to exceed six months or 130 days of service, whichever is longer. Thereafter, that employee shall be deemed to be in the permanent classified service.
- 4.2 Evaluation of SUSU Members' performance shall be for the purpose of improvement of job performance, as well as to determine the effectiveness and quality of said performance. The immediate supervisor of the member shall perform the evaluation. Evaluations shall be a comprehensive overview of a prescribed period of time and not based solely on isolated incidents.
- 4.3 SUSU Members shall be given a copy of any evaluation report and shall be given an opportunity to review such a report with the person preparing it before it is submitted to the permanent central office personnel file. After such review, the member shall affix his/her signature to indicate that the member has seen and discussed the report; it shall not mean that he/she agrees or disagrees with the report. Provisions shall be made for the member to write statements concerning the evaluation and such statements shall be included with the report.
- 4.4 The District expects members to possess the competence required to perform assigned duties, but shall provide assistance designed to help rectify difficulties which may lead to members receiving substandard evaluations and which may result in dismissal reduction in rank or disciplinary action.
- 4.5 Members shall be given a copy of any material relating to job performance prior to it being placed in their personnel file and shall have an opportunity to submit a response to such material. Such response shall be placed in the personnel file. The member shall affix signature on the material to be placed in the personnel file to indicate that the material has been seen by him/her.
- 4.6 Evaluation of SUSU members may be completed at any time and in no event less than once per year.
- 4.7 Any person who places written materials or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 4.8 All derogatory material, except official evaluations, shall be removed from an employee's personnel file after a period of three (3) years to the extent permitted by law. The removed document will be placed in a sealed envelope and kept in Human Resources but may only be opened by Human Resources management.
- 4.9 The personnel file of each employee shall be maintained at the District's central administration office.

M.A.A
W.D.

TA
1/30/23

4.11 All personnel files shall be kept in confidence and shall be available for inspection only to the **Director of Classified Employees, the Assistant Superintendent of Human Resources, ~~or the employee's supervisor or other employees of the District~~ and/or designee** when actually necessary for the proper administration of the District's affairs. District Counter

M.A.A
W.D.

- 4.12 The employee shall be given one (1) hour release time without loss of pay to review negative material placed in the personnel file.
- 4.13 The employee shall, on an annual basis, be granted one (1) hour of release time to review their personnel file.
- 4.14 Any employee in the bargaining unit shall have the right to utilize the grievance procedure regarding violations of only the procedural aspects of evaluations arising under the provisions of this Article.

ARTICLE VI: HOLIDAYS

- 6.1 The following are paid holidays for members of this bargaining unit:
- 6.2 New Year's Day -- January 1
Martin Luther King Day -- As legally designated
Lincoln's Birthday -- As legally designated
Washington's Birthday -- Third Monday in February
Spring Vacation Day -- Friday of the week of Spring recess
Memorial Day -- Last Monday in May
Juneteenth -- As legally designated
Independence Day -- July 4
Labor Day -- First Monday in September
Veteran's Day -- November 11
Thanksgiving Day -- The Thursday proclaimed by the President as Thanksgiving
The Friday following Thanksgiving Day
Christmas Eve -- December 24
Christmas Day -- December 25
Day after Christmas -- December 26
New Year's Eve -- December 31

Item agreed and TA'd by both parties 1/30/23

6.3 Floating Holiday

Each member of this bargaining unit shall be entitled to one (1) **personal floating** holiday of his/**her** own choosing each school year. During any **leap year**, each member of this bargaining unit shall be entitled to **one (1) additional floating** ~~two (2) personal~~ holidays of his/**her** own choosing. The holiday shall be a day when the employee would have otherwise been scheduled to work. The day selected by the employee shall be granted unless the District determines that there will be a critical adverse effect on the functions of the District. The floating day may be so utilized that it may provide for at least three (3) consecutive days off.

District agrees with proposed language changes 5-19-23

- 6.4 In addition, any day declared by the President or Governor of the State as a public fast, mourning, Thanksgiving or holiday, or any day declared a holiday by the Governing Board shall be paid holiday for all employees of this bargaining unit. Such determination shall rest with the Governing Board.
- 6.5 When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.
- 6.6 Any member of this bargaining unit who is required to work a week other than Monday through Friday, or if such employee consents to a work week including Saturday and Sunday, or both, and as a result loses a holiday, shall be provided a substitute holiday or compensation in the amount the employee would have been entitled to had the holiday fallen within his/her normal work schedule.

6.7 Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

6.8 Teacher Training Days

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

Date: 5/19/23

For SUSU:


D. [unclear]
[unclear]

For District:


Mary Aguilera



ARTICLE VII: VACATION

TA 7.2
1/30/23
Paid Vacation

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. When desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.

M.A.A
W.D.

~~7.2.1 Classified employees who work less than twelve (12) months per year shall take their vacation during the Spring and Christmas holidays. Excess days not able to be used in this manner shall be scheduled in a conference between the employee and his/her supervisor at the beginning of the employee's work year. If excess days cannot be scheduled in this manner, the employee will be compensated at the end of the school year. Earned but unused vacation days may be used for urgent, unforeseen circumstances upon approval by the responsible administrator.~~

~~7.2.2 All vacation time earned by employees working less than twelve (12) months shall be taken during the fiscal year in which it is earned, unless a carryover is approved by the Superintendent of Schools.~~

7.8 Vacation Schedule

7.8.1 Vacations shall be scheduled at the convenience of the District and as nearly as possible at the convenience of the employee. All summer vacation schedules shall be arranged for all employees and reviewed with the immediate supervisor prior to June 1.

TA 7.8.2
1/30/23
Vacations shall be scheduled at times requested by bargaining unit employees so far as practicable within the District's work requirements. **The District's failure to respond to a vacation request within ~~three (3)~~ five (5) working days upon receipt of the request shall be considered approval of the requested vacation day(s).**

M.A.A
W.D.

7.8.3 If there is a conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with greatest District seniority shall be given preference.

ARTICLE VIII: FRINGE BENEFITS

8.1 Employee Health Insurance Benefits

District health insurance benefits are provided for employees who work four (4) hours or more per day and their dependents as follows:

1. HMO Medical Plan
2. Point of Service option
3. Chiropractic coverage
4. Vision coverage
5. Dental coverage

8.2 Payments and Health Benefit Allowance

Richard Boyd MAA Effective ~~upon ratification~~ **July 1, 2023**, the District shall pay ~~\$1609.30~~ ~~\$1659.30~~ ~~\$1779.30~~ ~~\$1,813.45~~ monthly of the premium for the employee ~~which is based on the current rate for Kaiser HMO coverage. During the life of this agreement, the District shall increase this monthly contribution to match any increases in the Kaiser HMO monthly premium rate.~~ The employee shall be responsible for "Buy-up" for the individual plans selected.
SUSU counter language 5-19-23

TST
MB
DT
MH

The District agrees to pay retroactive \$50 per month from December 2022 through June 2023 (\$350 total amount). This Health and Welfare payment shall be made to unit members enrolled in a medical plan from December 2022 through June 30, 2023.

MB
DT
MH
MAA

Understanding: The payment will be prorated based on time of hire.
SUSU agrees to retroactive payment above 5-19-23

RS
DT
MH
TS

The Medical Rebate plan will have a cap of \$250. for employees hired on or after January 1, 2017. For those employees hired before January 1, 2017 the medical rebate cap will be \$650.00. ~~Any bargaining unit member hired after July 1, 2023 will be ineligible for this payment.~~

RB
OT
REB

per RB - both parties agree to remain status quo 11/9/23
DISTRICT counter language 5-19-23 SUSU to counter MAA MAA TST

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

8.3 Health Insurance

Unless otherwise agreed, the District will offer each eligible employee a choice of the HMO or POS medical plans throughout the term of the Agreement. A financial review of medical plans will be conducted each fiscal year. The purpose of the review will be to determine whether to continue with the same medical providers in subsequent years or to change to another medical provider.

8.4 Dental Insurance

The District will provide dental coverage for employees and dependents under the District plan for the duration of this agreement. The plan shall be subject to the health benefit allowance. The annual maximum benefit amount of dental coverage is \$1,500.00 per covered individual.

8.5 Mental Health/Chemical Dependency Program

Unless otherwise agreed, the District will offer each eligible employee a managed mental health/chemical dependency program through the HMO Point of Service option. The plan shall be subject to the health benefit allowance.

8.6 Vision Care

The District will offer each eligible employee the Vision Program as administered by Medical Eye Services. The plan shall be subject to the health benefit allowance.

8.7 Internal Revenue Code Section 125 Plan

The District will establish a Medical Premium only Section 125 Plan for each employee who in writing, enrolls in the Section 125 Plan.

8.8 Retired Employees

A retiring employee will have the option to purchase health insurance coverage if retiring after reaching the fifty-fifth (55th) birthday provided said employee has served five (5) years of service in the District prior to retirement.

Bargaining unit members who retire from the District under PERS regulations and who meet the following criteria will receive medical coverage under the District plan until they are age sixty-five (65) or eligible for Medicare subject to the terms below:

1. Ten (10) years of continuous District service immediately preceding retirement;
2. Retire between the ages of fifty-five (55) and sixty-five (65).

a) SUSU Members Hired Prior to July 1, 2003:

Any qualifying SUSU member who retires under PERS regulations shall receive from the District the full cost of the least expensive medical plan **available in a retiree's residing area**. Any qualified SUSU member will have the same right as active employees to select a more costly HMO medical plan and will be obligated to pay the full difference above the least expensive medical plan. This benefit will last for ten (10) years or until the qualifying SUSU member is age sixty-five (65).

SUSU agrees to added language 5-19-23

b) SUSU MEMBERS HIRED AFTER JULY 1, 2003:

Any qualifying SUSU member who retires under PERS regulations and who has ten (10) years of District service immediately preceding retirement and retire between the ages of fifty-five (55) and sixty-five (65) shall receive from the

Handwritten notes: "CB DT MH MAA" with a signature and date "02-18 TS".

District the same medical plan options for the SUSU member as active SUSU members.

Any qualifying SUSU member who retires from the District under PERS regulations will be required to make a proportional payment for the medical plan. SUSU and the District reserve the right to mutually amend or modify this benefit in the future for current or future SUSU members. This benefit will last until the age of sixty-five (65).

MH [Signature]
RB DT MCA
TS
TJ

e) ~~SUSU Members who retire between the ages of fifty-five (55) and sixty-five (65) under this section shall have the option to include his or her spouse for such coverage at no additional cost.~~

SUSU agrees to remain status quo 5-19-23

Rec'd 1:29pm
from SUSU.

District Proposal
Article 9
1/30/2023

ARTICLE IX: ASSOCIATION RIGHTS

- 9.1 SUSU shall have the right of access at reasonable times to areas in which employees work. Authorized representatives of the Association shall be permitted to transact official business on District sites at reasonable times as agreed to by the parties.
- 9.2 The District shall provide at each work location of SUSU Members an association bulletin board for the posting of SUSU notices. Specific location of the bulletin board shall be agreed to by the parties.
- 9.3 The SUSU may use the District mail service for communications to members.
- 9.4 Within thirty (30) working days after ratification by the Association, the District shall provide a copy to the Association for review of errors. Upon District's receipt of the executed signature sheet from the Association, the District agrees to provide an electronic version of the contract on the District's website for easy access.
- 9.5 Bargaining unit members may request a copy of the agreement printed at the District's expense no later than ninety (90) working days from the date the signature page is received.
- 9.6 The District agrees to incorporate a copy of the current bargaining Agreement on the District's website. In addition, the District shall provide newly hired bargaining unit members a copy of this Agreement, printed at District expense, ~~within seven (7) workdays of ratification of their employment by the Governing Board~~ upon request.
- 9.7 The District shall provide ten (10) days fully paid release time to the SUSU chairperson to assist in the administration of this contract. The SUSU agrees to notify the appropriate administrator, in advance, and as soon as it is known, but in no case, shall it be less than 24 hours notice, prior to the release time.
- 9.8 SUSU shall have the right to review, at reasonable times, material in possession or produced by the District which is relevant and necessary to SUSU to fulfill its roles as the exclusive bargaining representative. The District agrees to provide SUSU with copies of all public information which shall be made available upon request.
- 9.9 The district shall place the board agenda on the District's website on the Friday before a regular board meeting. The Board agenda will be available on the District's website Board Doc's page.

T.A.
1/30/23

M.A.A
W.D.

passed 11/16/23

District Proposal
Article 11 Leaves
1/30/2023

ARTICLE XI: LEAVES

TA
1/30/23

11.1 Bereavement Leave

Employees shall be granted leave with full pay in the event of the death of any member of the employee's immediate family. Three (3) days of such leave will be granted when travel does not exceed two hundred and fifty (250) miles one way or five (5) days if travel exceeds two hundred and fifty (250) miles one way. The five (5) days of bereavement leave is granted only if the employee travels at least two hundred and fifty (250) miles to attend the funeral. The immediate family is defined as husband, wife, legal domestic partner mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, aunt, uncle, sister-in-law, brother-in-law, foster parent, stepparent, stepson, stepdaughter, foster-son, foster-daughter, or any relative of either spouse living in the immediate household of the employee. **The District reserves the right to request documentation for use to bereavement leave**

M.A.A
W.D.

11.1.1 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 may extend for up to two (2) hours.

11.13 Judicial Leave

11.13.1 Each classified employee 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 employee. The employee will be paid the regular salary less the amount received for witness fees, mileage expense excepted.

TA
1/30/23

11.13.2 The employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee shall be paid the employee's regular salary less the amount received for jury duty or witness fees. Any mileage allowances provided the employee for jury duty shall not be included in the amount received for jury duty. **Bargaining unit members will be required to provide proof of Jury Service to the District upon return from Jury Duty. Failure to provide proof of Jury Service may result in the absence being coded as unauthorized leave, which is unpaid.**

M.A.A
W.D.

11.18 Parental Leave for School Activities

The District will comply with California Labor Code section 230.8 to provide employees with leave for school related activities.

TA
1/30/23

The employee shall notify their immediate supervisor of the intent to utilize the leave at least 24 hours in advance, unless it's an emergency situation. In an emergency situation the employee will contact their immediate supervisor immediately or as soon as practically possible.

M.A.A
W.D.

ARTICLE XII: WAGES

12.1 Pursuant to June 7, 2019 agreement:

~~Three percent (3%) salary increase for 2019-2020 for bargaining unit members.
Two percent (2%) salary increase for 2020-2021 for bargaining unit members.~~
**4% one-time off salary schedule increase for 2021-2022
4% increase on salary schedule (effective 7/1/2022)**

District proposes to keep for historical purposes 5-19-23

~~Five percent (5%) salary increase for 2022-2023 for bargaining unit members.
Four percent (4%) salary increase for 2023-2024 for bargaining unit members.~~
**Four percent (4%) one-time off salary schedule increase for 2022-2023
Wage reopener to determine salary increase for 2023-2024 and 2024-2025.**

If any other employee group receives a higher percentage amount or base salary increase for 2022/23 school year, SUSU bargaining unit shall receive the same amount.

Both parties agree to above language 5-19-23

12.1.1 Extra Workdays

Twelve (12) month employees, whose contract year is 260 days per year, will receive appropriate compensation in the event of extra workdays.

12.1.2 The District shall maintain at least a ten percent (10%) salary differential between each unit member and the highest salary paid to employees supervised by the unit member. For purposes of this section, "highest salary" shall be defined as Step E.

12.2 Anniversary Date

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.

12.3 Promotional Placement:

A permanent bargaining unit member who is promoted shall be placed on the next higher salary amount in the new classification which shall be no less than a five percent (5%) increase in salary. For initial implementation of the new July 1 salary step anniversary date change, a new anniversary date of July 1 shall be established.

12.4 Longevity

The District agrees to additionally compensate long service employees in accordance with the Longevity Schedule contained in Appendix A. ~~Effective July 1, 2015 longevity will increase from Range 21/A to Range 25/A.~~

Longevity will be as follows:

At **commencement completion** of five (5) years of service:
1.5% of range 25 Step A per month

At **commencement completion** of ten (10) years of service:
3% of Range 25 Step A per month

At **commencement completion** of fifteen (15) years of service
4.5% of Range 25 Step A per month

At **commencement completion** of twenty (20) years of service
6% of Range 25 Step A per month

At **commencement completion** of twenty-five (25) years of service
7.5% of Range 25 Step A per month

At **commencement completion** of thirty (30) years of service
9.5% of Range 25 Step A per month

At **commencement completion** of thirty-five (35) years of service
11% of Range 25 Step A per month

DISTRICT agrees to proposed changes to longevity language 5-19-23

12.5 Professional Growth

A professional growth program shall be implemented in accordance with the provisions of Appendix B.

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

Master's Increment \$2,116 per year (will be paid out monthly as a prorated stipend)

12.6 Tax Sheltered Annuity

The District will contribute \$25 monthly toward a 403 B Plan or (457 Plan) tax sheltered annuity provided the employee voluntarily contributes a minimum of \$25 per month to the plan.

12.7 Compensation for Additional Duties

In the event a supervisor is projected to be absent twenty (20) days or less, the District shall consider requesting a qualified unit member to assume the additional supervisory duties of the absent employee before assigning such duties to an employee in another bargaining unit. If the assigned consists of not less than five (5) working days out of fifteen (15) calendar days

in a higher classification, the employee shall be placed on the class and step which provides not less than an additional ~~ten percent (10%)~~ ~~five percent (5%)~~ compensation. In the event ~~the assignment is to a position with equal pay, the employee shall receive five percent (5%) above his/her regular pay.~~

OT M H m. a. a RB REBMA TST


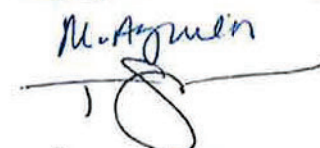
The parties TA'd 1/30/23


5/19/23





5/19/23


M. Argueta




passed 1:13pm

District Proposal
Article 13 Hours
1/30/2023

TA

ARTICLE XIII: HOURS

13.5 Stand-By-Time:

1/30/23

Unit members designated (i.e. issued a ~~departmental pager~~ district cell phone) as being on stand-by time shall receive an additional four (4) hours a week pay (7-day work week) at the overtime rate of pay, for each week they are on stand-by time. If the unit member designated as being on stand-by-time receives and responds to a call back as defined in Article 13, section 13.6, he/she shall receive Call Back Time.

M.A.A
W.D.

13.5.1 If a unit member is working outside of his/her classification in the absence of his/her manager, s/he will be paid the appropriate rate of pay for the out of class assignment.

ARTICLE XIV: WORKING OUT OF CLASS

14.2
T.A.
1/30/23

A unit member, whether by written or oral instructions, who is assigned to serve in the place of the appropriate management employee who is in direct supervision of such member for a period of not less than five (5) working days ~~or more days~~ in a fifteen (15) calendar day period shall be placed on the class and step which provides not less than ~~receive~~ an additional ~~increment of ten percent (10%)~~ ~~five percent (5%)~~ compensation ~~of the daily rate~~ for each day he/she serves in place of the manager. M.A.A

W.D.

ARTICLE XVI: LAYOFF AND REEMPLOYMENT

16.1 Advertisement of vacancies:

Advertisement of vacant positions should run In-District and Out of District simultaneously.

16.1.1 If it becomes necessary for the District to terminate the employment of any bargaining unit member because of a lack of work or lack of funds or expiration of specially funded programs, layoff procedures will be followed and at least sixty (60) calendar days' notice shall be given the employee. The Board of Trustees will take action in public session in the form of a resolution or Board action. A termination interview with the personnel office shall be scheduled during normal work hours.

The termination date of an employee will be the last actual working day.

16.2 Layoff Procedures:

"Layoff" or reduction in hours means a separation from the service of the District because of a lack of work, lack of funds, or abolishment of a position.

Whenever because of lack of work or lack of funds, it becomes necessary to lay off permanent or probationary employees, such layoffs shall be conducted in accordance with procedures set forth in Education Code 45298 and 45308. The names of employees 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.

No permanent or probationary classified employee shall be laid off from any position while employees serving under emergency, or short-term employment are retained in positions of the same class.

Probationary and permanent employees shall be notified in writing at least sixty (60) ~~thirty~~ (39) calendar days prior to the date of layoff and the notice shall contain the reason therefor.

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

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

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

Any employee demoted pursuant to this rule shall receive the maximum of the salary range in

the class to which demoted provided that such salary is not greater than the salary (s)he received in the higher, classification at the time of demotion.

In all cases where employees accept demotion in lieu of layoff, their names shall be placed on reemployment lists for the classes from which they were demoted.

ARTICLE XXI: UNIFORMS

~~21.1~~ **20.1** The District has determined that bargaining unit members SUSU in the positions under the Custodial, Maintenance and Operations Department (Facilities Services are required to wear a uniform). ~~Other SUSU bargaining unit employees may, but are not required to, wear a uniform.~~

DISTRICT to remain status quo 5-19-23

~~21.2~~ **20.2** The District shall pay the cost of the required uniform for all bargaining unit members in the Custodial, Maintenance and Operations Department. The Facilities Department provides every other year new uniforms for each employee in the amount of up to ~~\$150~~ **\$250** per every other fiscal year. ~~Other SUSU bargaining unit employees may request to wear a uniform and, with management approval, be provided an amount of up to \$150 every other fiscal year for such uniforms.~~

DISTRICT counter language 5-19-23

~~21.3~~ **20.3** It is the understanding of the parties that both the District and the employee/s are responsible for paying the statutory requirement of the retirement contribution on the special compensation.

~~21.4~~ **20.4** The parties understand and agree that the full cost and maintenance of these uniforms is considered "reportable income as defined in Government Code Section 20636 and California Code Regulations (CCR) section 571(a), and will be reported as such by Stockton Unified School District for classic PERS members.

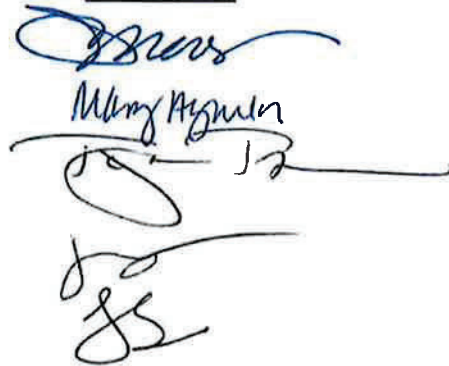
~~21.5~~ **20.5** This agreement shall remain in full force and effect so long as the members in SUSU are required to wear the uniforms. In the event that the District determines that another uniform will be required, the Parties shall re-negotiate this agreement.

Date: 5/19/23

For SUSU:

Three handwritten signatures in blue ink, representing the bargaining unit members.

For District:

Three handwritten signatures in blue ink, representing the District representatives.

ARTICLE XXII DURATION OF AGREEMENT

20.1 This agreement shall be effective as of July 1, ~~2019~~ **2022** and shall continue in effect until midnight June 30, ~~2022~~ **2025**. The Parties agree to maintain a "Re-Opener" for future negotiations on Article XII Wages and Article VIII Fringe Benefits for fiscal years ~~2021-2022~~ **and two additional articles each for 2023-24 and 2024-2025.**

Date: 5/19/23


For SUSU:





For District:


Mary Aguirre




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IP: 152.44.153.201



11 / 13 / 2023
16:52:36 UTC-8

Viewed by Richard Boyd (rboyd@stocktonusd.net)
IP: 99.18.110.22



11 / 13 / 2023
16:54:15 UTC-8

Signed by Richard Boyd (maguilar@stocktonusd.net)
IP: 99.18.110.22




11 / 13 / 2023
17:09:19 UTC-8


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



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Signature request resent by Mary Aguilar (maguilar@stocktonusd.net)
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


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