

**AGREEMENT BETWEEN**  
**STOCKTON UNIFIED SCHOOL DISTRICT**  
**AND**  
**STOCKTON UNIFIED SUPERVISORY UNIT (SUSU)**



Stockton Unified School District  
Since 1852

**July 1, 2019 - June 30, 2022**

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
STOCKTON UNIFIED SCHOOL DISTRICT (DISTRICT)  
AND  
STOCKTON UNIFIED SUPERVISORY UNIT (SUSU)**

**July 1, 2019 – June 30, 2022**

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## **PREAMBLE**

This Agreement is entered into the 7th day of June 2019, 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.

## 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 Program Supervisor
- Custodial Operations Supervisor
- Database Application Supervisor
- Data Processing Operations Supervisor
- Electrical/Alarm/Audio Visual Surveillance Supervisor
- Food Service Operations Supervisor
- Food Service Nutrition Specialist Supervisor
- Grounds/Utility Supervisor
- Landscape Maintenance Supervisor
- Network Supervisor
- Painter/Glazier 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.

## ARTICLE II: DEFINITIONS

- 2.1 Stockton Unified Supervisory Unit Member refers to any classified employee who is included in the bargaining unit as described herein or as later amended 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 Administration Office is open for business.
- 2.4 "Accrual" refers to gain or earning.
- 2.5 "Accumulated" refers to carryover.
- 2.6 "Grievance" is defined as a dispute between the District and a bargaining unit member alleging a violation, misapplication or misinterpretation of a specific term or provision of the agreement.
- 2.7 "Association" refers to the union.

## ARTICLE III: GRIEVANCE PROCEDURE

### 3.1 Definition

3.1.1 For purposes of this Agreement, a grievance is defined as a dispute between the District and a bargaining unit member alleging a violation, misapplication or misinterpretation of a specific term or provision of this Agreement.

### 3.2 Preliminary Step - Solution of Potential Grievance

3.2.1 Prior to initiating the Grievance Procedure, it is incumbent upon the employee to discuss the problem with the immediate supervisor during an informal conference in order to seek resolution. Said conference shall be arranged by the supervisor at a mutually convenient time. The employee may elect to have representational services at any time (step) during the grievance procedure.

### 3.3 Grievance Procedure

#### 3.3.1 Level I

The written grievance shall be presented within twenty (20) calendar days after the employee knows or reasonably should have known of the occurrence which gives rise to the dispute.

3.3.1.1 The grievance shall be on the forms provided by the District or in a form approved by the District.

3.3.1.2 Either party may request a conference within five (5) working days after the grievance has been filed.

3.3.1.3 If a conference is held, it shall be held within five (5) working days after the request.

3.3.1.4 The supervisor shall present an answer in writing to the grievant within five (5) working days of the conference or ten (10) working days after receipt, whichever is later.

#### 3.3.2 Level II

If satisfactory settlement cannot be obtained at Level I, the member or the grievance chairperson may appeal the grievance in writing to the Superintendent or designee within ten (10) working days after receipt of the Level I decision.

3.3.2.1 The grievance shall be on forms provided by the District or in a form approved by the District.

3.3.2.2 Either party may request a conference within five (5) working days after the grievance has been filed.

3.3.2.3 If a conference is held, it shall be held within five (5) working days after the request.

3.3.2.4 The Superintendent or designee shall present an answer in writing to the grievant within five (5) working days of the conference or ten (10) working days after receipt, whichever is later.

3.3.3 Level III Mediation

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

3.3.3.2 The Association, if concurring with the grievant's request to seek conciliation, will request the California Mediation and Conciliation Service to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made.

3.3.3.3 The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Association) within ten (10) work days of receipt of letter, who shall attempt to resolve the grievance. If for any reason the California Mediation and Conciliation Service fails to or refuses to act as provided herein, the Parties shall meet and seek alternative conciliation methods.

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

3.3.3.5 If satisfactory settlement cannot be obtained at Level III, the decision may be referred to an arbitrator within ten (10) working days or by agreement of the parties.

3.3.4 Level IV

If satisfactory settlement cannot be obtained through Mediation process within the Level III timelines, SUSU may withdraw the grievance, or may file for an arbitrator within twenty (20) working days or by agreement of the parties.

3.3.4.1 SUSU and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, SUSU may request that the California Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools.



The parties will work on selecting an arbitrator from the list. In the event that SUSU and the District are unable to reach an agreement, each party shall alternatively strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot. Both parties agree to move expeditiously to arbitration.

- 3.3.4.2 The arbitrator so selected shall hold hearings and shall issue findings, which shall be binding on both parties, not later than thirty (30) working days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements have been submitted to the arbitrator.
- 3.3.4.3 The arbitrator's recommendation shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted by the parties.
- 3.3.4.4 The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates, adds to, subtracts from, or modifies any of the terms of this agreement.
- 3.3.4.5 The cost of any arbitrator, including any transcripts, will be mutually borne by the parties.

#### 3.4 General Provisions

- 3.4.1 The date of receipt of each writing required pursuant to this procedure shall be determined as follows:
  - 3.4.1.1 The day such writing is personally delivered to the recipient or the day after such writing is mailed to the grievant/recipient addressed to the last known address.
  - 3.4.1.2 For purposes of this procedure, the term writing shall include the grievance, the grievance appeal, the answer to the grievant or grievance appeal, or any other required writing.
- 3.4.2 The grievant may request a representative at any stage in the grievance procedure. Such representation shall normally be limited to one person at all levels.
- 3.4.3 Requests for necessary and relevant information shall be made prior to any conference at the beginning level. Clarification of information shall be granted, but new issues beyond those originally presented shall not be introduced at any succeeding level unless new issues are relevant to the grievance issue. In such a case the party against whom a new issue is raised shall be granted additional time as necessary to respond to the new issue(s).

- 3.4.4 The District and the Association shall each have the right to discovery one from the other.
- 3.4.5 Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given in the preceding step.
- 3.4.6 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor, unless there exists a clear and present danger to the employee at which time the employee has a right to appeal directly to the Superintendent or designee.
- 3.4.7 Resolution of an individual grievance shall be deemed to rectify the grievance only, and in no way shall be deemed as precedent.
- 3.4.8 Disposition of grievances shall not be used in the evaluation of employees. A grievant may terminate a grievance at any time.
- 3.4.9 Information pertaining to the filing and resolution of a grievance as well as the actual grievance shall not become part of the official personnel file of the employee.
- 3.4.10 Any materials used during the grievance procedure which were contained in an employee's personnel file shall be returned to said file without indication or notation of their use herein.
- 3.4.11 The grievance procedure presented in this Article must be utilized unless portions are waived by mutual consent of both parties.
- 3.4.12 A group grievance may be filed if such grievance involves the same contract provision(s) and the grievance involves the same or related facts and conditions. Group grievances that involve employees with different immediate supervisors may be filed at Level II.
- 3.4.13 The parties may mutually agree to extend the time lines specified herein.

## ARTICLE IV: PROCEDURES FOR EVALUATION

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 Evaluation of SUSU members may be completed at any time and in no event less than once per year.
- 4.6 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.
- 4.7 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.
- 4.8 The personnel file of each employee shall be maintained at the District's central administration office.
- 4.9 No adverse action may be initiated or taken against an employee based on material which is not properly documented in the employee's personnel file.
- 4.10 All personnel files shall be kept in confidence and shall be available for inspection only to the employee's supervisor or other employees of the District when actually necessary for the proper administration of the District's affairs.

- 4.11 The employee shall be given one (1) hour release time without loss of pay to review negative material placed in the personnel file.
- 4.12 The employee shall, on an annual basis, be granted one (1) hour of release time to review their personnel file.
- 4.13 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 V: SAFETY CONDITIONS OF EMPLOYMENT**

- 5.1 The District and the Stockton Unified Supervisory Unit Members shall cooperate in establishing and maintaining safe and healthful working conditions. The District shall not require employees to be subjected to unsafe conditions. Should a member feel that an unsafe or unhealthy condition exists, the member shall inform the Management Representative/Principal. The Management Representative/Principal shall take whatever steps may be required for the District to meet its obligation to comply with federal, state and local standards, including safety measures rendering protection from bodily harm.
- 5.2 The District shall provide safety equipment to members where required.

## 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  
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

6.3 Floating Holiday

Each member of this bargaining unit shall be entitled to one holiday of his own choosing each school year. 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.

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.

## ARTICLE VII: VACATION

### 7.1 Eligibility

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 to June 30 when completing seventy-five percent (75%) of the month worked.

### 7.2 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.

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.

### 7.3 Accrual

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

7.3.1 From the first (1<sup>st</sup>) month of service through the first (1<sup>st</sup>) year of service, vacation shall be earned and accrued at the rate of 1.00 day vacation for each month of service, not to exceed twelve (12) days per fiscal year.

7.3.2 Commencing with the second (2<sup>nd</sup>) through fifth (5<sup>th</sup>) year of service, vacation shall be earned and accrued at the rate of 1.25 days of vacation for each month of service, not to exceed fifteen (15) days per fiscal year.

7.3.3 Commencing with the sixth (6<sup>th</sup>) through tenth (10<sup>th</sup>) year of service, vacation shall be earned at the rate of 1.50 days for each month of service, not to exceed eighteen (18) days per fiscal year.

7.3.4 Commencing with the eleventh (11<sup>th</sup>) through the fourteenth (14<sup>th</sup>) year of service, vacation shall be earned at the rate of 1.75 days vacation for each month of service, not to exceed twenty-one (21) days per fiscal year.



7.3.5 Commencing with the fifteenth (15<sup>th</sup>) year of service, one (1) additional day of vacation shall be granted and one additional day shall be accrued for each five (5) additional years of service through the twenty-fourth (24<sup>th</sup>) year of service.

7.3.6 Commencing with the twenty-fifth (25<sup>th</sup>) year of service, employees shall be entitled to an annual vacation of twenty-eight (28) days.

0 - 1 =	12	Days
2 - 5 =	15	Days
6 - 10 =	18	Days
11 - 14 =	21	Days
15 - 19 =	22	Days
20 - 24 =	23	Days
25 + =	28	Days

7.4 Vacation Pay

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

7.5 Vacation Pay Upon Termination

When an employee in the bargaining unit separates for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of separation.

7.6 Vacation Postponement

7.6.1 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed.

7.6.2 An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave or sick leave requiring hospitalization; without a return to active service, provided the employee supplies immediate notice to his/her supervisor of such interruption or termination. Vacations shall be rescheduled at times requested by bargaining unit employees so far as practical within the District's work requirements. Verification of hospitalization shall be provided upon request.

7.7 Vacation time earned by employees working twelve (12) months shall be taken before December 31 of the following fiscal year, unless carry-over is approved in writing by the Superintendent or designee. Any employee in the bargaining unit who has been employed for more than five (5) years may elect to carry over five (5) days of vacation to the second half of the following year. Any employee in the bargaining unit who has been employed for more than ten (10) years may elect to carry over ten (10) days of vacation to the second half of the following year.

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.
- 7.8.2 Vacations shall be scheduled at times requested by bargaining unit employees so far as practicable within the District's work requirements.
- 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.

7.9 Interruption of Vacation

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave or sick leave requiring medical confinement, without a return to active service, provided the employee supplies immediate notice to his/her supervisor of such interruption or termination. Vacations shall be rescheduled at times requested by bargaining unit employees so far as practical within the District's work requirements. Verification of medical confinement shall be provided upon request.

## 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

Effective upon ratification, the District shall pay \$1609.30 monthly of the premium for the employee. The employee shall be responsible for "Buy-up" for the individual plans selected.

The Medical Rebate plan will have a cap of \$250.00 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.

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 (55<sup>th</sup>) 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. 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).

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 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).

## 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 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.
- 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.

## ARTICLE X: DUES AND REPRESENTATION/SERVICE FEE

### 10.1 Employee Rights

10.1.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

10.1.2 Accordingly, membership in the Association shall not be compulsory. A unit member has the right to choose, either: to become a member of the Association; or, to pay to refrain from becoming or remaining a member of the Association.

### 10.2 Maintenance of Membership

10.2.1 Employees who are members of the Association and have authorized, or who may authorize in the future, deductions of their dues, initiation and/or assessment fees, shall have such dues and fees deducted pursuant to the terms of the Union membership card.

### 10.3 Civic Engagement Program

10.3.1 Employees who are members of the Association can participate and submit authorization cards to have voluntary payroll contributions to the Teamsters Civic Engagement Program (DRIVE).

### 10.4 Remittance of Deductions

10.4.1 The amounts deducted pursuant to the above Sections shall be remitted promptly to the Association, or its designee, with an alphabetical list of the employees from whom deducted.

### 10.5 Indemnification

10.5.1 It is specifically agreed that the District assumes no obligations or liability, financial or otherwise, pursuant to payroll deductions other than those specified in this article. The Association agrees that it will reimburse the District for any cost and indemnify and hold the District harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the District pursuant to this Article.

10.5.2 In the event any portion of the California Government or Education Code is amended to address the possibility of transfer of monies between the Association and the District, the parties will reopen this section of the Agreement to meet and confer regarding the change in law.

### 10.6 Orientation

10.6.1 The parties incorporate by reference the provisions of Education Code sections 45060 and 45168 into this MOU.

- A. The District will provide a written statement to each new employee hired into a classification in the bargaining unit represented by the Association, that the employee's classification is represented by the Association and the name of a representative of the Association.  
The District will provide the employee with a packet of information which has been supplied by the Association and a membership application form.
- B. The District will provide written notice of both District-wide and department level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Association, at least ten (10) business days prior to the event.
- C. The new employee orientation notice provided to the Association will include the date, time and location of the orientation.
- D. Representatives of the Association shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of the District shall be present during the Association's presentation.
- E. A bargaining unit member attending orientation as the Association representative shall be given paid release time sufficient to cover the presentation and sufficient travel time. The Association will provide the names of any employees who they wish to be released at least 48 hours in advance to the Director Labor Relations.

## ARTICLE XI: LEAVES

### 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, step-parent, step-son, step-daughter, foster-son, foster-daughter, or any relative of either spouse living in the immediate household of the employee.

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.

### 11.2 Military Leave

An employee 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.

### 11.3 Sick Leave

Unit members shall be granted one (1) day of sick leave credit for each month in which they perform assigned duties.

11.3.1 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.

11.3.2 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.

11.3.3 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. 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 employee 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.

11.3.4 Pregnancy shall be treated as an illness for the purposes of sick leave.



11.3.5 If at the conclusion of all leaves of absence, paid or unpaid, an employee 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 employee 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 employee.

#### 11.4 Industrial Accident and Illness Leave

An employee 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.

11.4.1 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal salary.

11.4.2 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, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this Section, (s)he accumulated and available normal sick leave, which when added to the Worker's Compensation award, provides employee's regular salary.

11.4.3 Any time an employee 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.

#### 11.5 Break in Service

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

11.5.1 No period of unpaid absence of less than one hundred and twenty (120) calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.

11.5.2 All time during which an individual is on unpaid status not to exceed thirty-nine (39) months, shall count toward seniority purposes (except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits).

11.6 Personal Necessity Leave

Seven (7) days of absence earned for sick leave under Section 11.3 of this Article may be used by the employee, in cases of personal necessity on the following basis:

11.6.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in 11.1 of this Article;

11.6.2 As a result of an accident or illness involving an employee's person or property, or the person or property of his/her immediate family;

11.6.3 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 reason except recreation or personal gain. For the purposes of this Section, personal gain shall mean employment by another or self-employment for personal monetary gain;

11.6.4 Appearance in any court or before any administrative tribunal as a litigant or party; such other reasons approved by the District.

11.7 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 employee'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.

11.8 Child Rearing Leave

An employee 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 period of three (3) 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.

11.9 Adoption Leave

An employee who is adopting a child shall be entitled to three (3) days of paid leave for the purposes of caring for the needs of the adopted child.

11.10 Dependent Leave

An employee shall be entitled to one (1) day per year of paid leave to care for his/her dependent(s).

### 11.11 General Leave

A leave of absence may be granted to an employee on unpaid basis at any time upon terms acceptable to the District.

### 11.12 Verification of Illness

An employee normally may be absent for up to three (3) days without being required to produce verification of illness by a medical doctor or other verification acceptable to the District. In other than normal circumstances, the Personnel Office may require proof of illness.

### 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.

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.

### 11.14 Extended Illness Leave

When a person employed in the classified service is absent from the duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed fifty percent (50%) deduction from the employee's regular pay.

11.14.1 All bargaining unit members shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which s/he is entitled under Education Code Section 45191. Such days of paid sick leave in addition to those required by Education Code Section 45196 shall be compensated at fifty percent (50 %) of the employee's hourly rate.

For employees who are less than eight (8) hours the deduction from their sick leave will be based on their previous monthly average accrual.

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

Entitlement of sick leave provisions under this Section, if any, shall be considered "entitlement to other sick leave" for the purposes of computing benefits under the provisions of Section 45192 if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, accumulated compensation time, vacation or other available paid leave has been exhausted.

11.15 The District may require a full medical release in order to return to duty.

11.16 Failure to return to the District after the expiration of an approved leave shall subject employees to disciplinary action.

11.17 Temporary Modified Duty:

An employee on leave due to illness or injury who is medically authorized to return to work may be offered temporary modified duty in accordance with Appendix C. Appendix C shall not be construed to deprive an employee of any benefit to which he/she is otherwise entitled by law.

## 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.

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

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

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

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

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

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

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

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 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.

## ARTICLE XIII: HOURS

13.1 The normal work schedule will be forty (40) hours per week, eight (8) hours per day, five (5) days a week, Monday through Friday. This shall not be construed as a limitation on the District to establish a ten (10) hour per day, forty (40) hours, four (4) consecutive days work week for a certain class of employee provided that such a work week has concurrence of the employee, class of employee, or classes of employees.

13.2 The District shall designate and have the right to change the starting times of all shifts under mutual agreement.

13.3 The District shall not stagger the forty (40) hours of straight time worked in order to deprive employees of the overtime they could normally receive.

### 13.4 Overtime

All hours performed over eight (8) hours in any one day, or forty (40) hours in any one week shall be considered as overtime and paid for at the overtime rate of time and one half contingent on an eight (8) hour day.

### 13.5 Stand-By-Time:

Unit members designated (i.e. issued a departmental pager) 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.

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.

### 13.6 Call Back Time:

If an employee is recalled to work after completion of the regular work shift, and after having left District premises, or is recalled to work outside the regular scheduled work week, (s)he shall be paid at the overtime rate for hours actually worked or a guarantee of four (4) hours (straight time) whichever is greater. Notwithstanding the above provision, if the employee is called back one hour or less before the regular shift start, the employee shall receive the overtime rate for one (1) hour only.

13.6.1 On the sixth (6<sup>th</sup>) working day, time and one half will be paid for all hours worked.

13.6.2 On the seventh (7<sup>th</sup>) working day, time and one half will be paid for all hours worked.

13.6.3 On any holiday, time and one half will be paid for all hours worked in addition to the regular pay.

13.7 Because of the Fair Labor Standards Act, compensatory time off in lieu of pay as defined in the Education Code, will be allowed subject to the limitations contained herein. The term "hours worked" for these purposes under the Fair Labor Standards Act does not include paid time such as vacation, holidays, or paid leave. An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked. Such election shall be submitted in writing to the immediate supervisor within two (2) workdays following the overtime worked,

13.7.1 If compensatory time has been elected, an employee may accumulate up to two hundred and forty (240) hours. However, compensatory time must be taken within twelve (12) months of when it was earned regardless of the number of accumulated hours. If compensatory time is not taken as prescribed above, the employee shall be paid in cash at the appropriate rate of pay.

13.7.2 The limitation upon earning of compensatory time in 13.7.2 herein shall not preclude the district from reducing the workweek so as not to exceed forty (40) hours limit. Such reduction in the workweek can be made only upon written request of the employee.

13.7.3 Compensatory time off must be requested five (5) days in advance on the approved District Leave Form, and shall be granted and scheduled at times requested by unit employees so far as practicable within the District's work requirements.

13.7.4 An employee may submit a written request for payment for accrued compensatory time off; however, any salary overpayment then outstanding shall be deducted prior to payment for such time.

13.8 Forms to accommodate this provision shall be developed by the District.

13.9 Members will not receive both daily and weekly overtime for the same hours worked.

13.10 A fifteen (15) minute relief period shall be granted on assignment to all members for each scheduled four (4) hours worked.

13.11 Lunch Periods

All employees covered by this Agreement shall be entitled to an uninterrupted (except in cases of operational necessity), non-compensated lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.



#### **ARTICLE XIV: WORKING OUT OF CLASS**

- 14.1 The District shall provide the same support to members who make decisions in acting management supervisory capacity as it would to decisions made normally by those individuals in authorized positions.
- 14.2 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 five (5) or more days in a fifteen (15) day period shall receive an additional increment of five percent (5%) of the daily rate for each day he/she serves in place of the manager.
- 14.3 Necessary payroll procedures shall be implemented to assure proper payment as compensation for working out of class.
- 14.4 Normally, payment shall be made by the District on the next payroll period following the work period concluding working out of class.

## ARTICLE XV: DISCIPLINARY PROCEDURES

### 15.1 For Cause Discipline

Any employee designated as a permanent employee shall be subject to disciplinary action for cause, including suspension, demotion, and dismissal. Such cause shall include, but not be limited to, those as set forth below in this Article. Probationary employees are not entitled to the due process provisions of this Article.

### 15.2 Cause for Suspension or Termination

Cause for discipline shall include:

- a) Incompetency or inefficiency;
- b) Excessive absence and/or repeated tardiness;
- c) Insobriety or unauthorized use or possession of alcohol or narcotics during duty hours;
- d) Insubordination;
- e) Dishonesty;
- f) Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the district;
- g) Immoral or unprofessional conduct;
- h) Evident unfitness for service;
- i) Physical or mental condition unfitting for service;
- j) Persistent violation of or refusal to obey the school laws of the state or rules and regulations of the district;
- k) Discourteous treatment of the public or pupils; or District employees.
  - 1) Conduct in violation of Section §1028 of the Government code, which provides:

"It shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his/her membership he/she knows advocates overthrow of the Government of the United States or of any State by force or violence.";
- m) For employees who drive a vehicle in the regular course of their employment:
  - 1) Failure to maintain a good business driving record.
  - 2) Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure;
  - 3) Failure to maintain required certificates.
- n) Neglect of duty;
- o) Intentional misrepresentation or concealment of any fact in connection with obtaining employment;
- p) Willful damage to public property, excessive waste of public supplies or equipment, or excessive carelessness with District property or funds;

- q) Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

### 15.3 Procedure for Disciplinary Action

#### 15.3.1 Preliminary Written Notice

- 15.3.1.1 A permanent classified employee shall receive preliminary written notice of any proposed suspension without pay, demotion or termination. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date of the predisciplinary conference.
- 15.3.1.2 Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.
- 15.3.1.3 The classified employee shall have the right to respond either orally or in writing within a specified reasonable time to the superintendent or superintendent's designee. The employee has the right to a representative of his/her choice at the predisciplinary conference. The superintendent or designee shall consider the employee's response and recommend within fifteen (15) calendar days that the proposed disciplinary action either be taken or not taken.

#### 15.3.2 Notice of Disciplinary Action

- 15.3.2.1 A permanent classified employee who is suspended without pay, demoted, or terminated, shall be given written notice of the specific charges by the superintendent or his authorized representative. The dismissal or suspension shall be effective the day of service of the notice; and all pay shall cease as of that date, and benefits shall continue until the end of the month in which the written notice is served upon the employee, unless specified otherwise by the district.
- 15.3.2.2 The notice shall contain a statement of his/her rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than eight (8) calendar days after service of the notice on the employee, and said notice shall be accompanied by a paper, the signing and filing of which with the superintendent or his/her authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing and appeal.

### 15.3.3 Administrative Leave

Any permanent classified employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the superintendent.

### 15.3.4 Sex or Narcotics Offenses: Compulsory Leave

Any classified employee charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges pursuant to Education Code Section 45304.

### 15.3.5 Appeal Procedure

15.3.5.1 Hearing Authority: The Governing Board shall determine whether any hearing will be conducted before the entire Governing Board or a Hearing Officer appointed by the Governing Board. The term "Hearing Officer" shall mean any person who is mutually selected by the employer and Stockton Unified's Supervisory Unit from a list of ten hearing officers provided by the State Conciliation Service.

15.3.5.2 Notice of Hearing: The Governing Board or the Hearing Officer shall set the matter for hearing and shall give the employee at least twenty (20) calendar days notice in writing of the date and place of such hearing.

15.3.5.3 Rights of Employee: The employee shall attend any hearing, unless excused by the Governing Board or the Hearing Officer, and shall be entitled to:

- a) be represented by counsel or any other person at such hearing;
- b) testify under oath;
- c) compel the attendance of other employees of the District to testify on behalf of the accused employee;
- d) cross-examine all witnesses;
- e) present such evidence Hearing Authority deems necessary;
- f) argue the case.

15.3.5.4 Evidence: The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper an admissions of such evidence over objection in civil actions.

Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

15.3.5.5 Exclusion of Witnesses: The Hearing Authority may, at its discretion, exclude witnesses not under examination except the employee and the party attempting to substantiate the charges against the employee and the respective counsel. When hearing testimony on conduct which may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.

15.3.5.6 Burden of Proof: The burden of proof shall be upon the party attempting to substantiate the charges.

15.3.5.7 Findings and Decision: Upon completion of the hearing, a written decision shall be signed and filed by the Governing Board, which shall constitute its decision.

If the hearing is not before the Governing Board, written findings and recommendations shall be submitted by the Hearing Officer to the Governing Board for its approval.

If the Governing Board accepts such findings and conclusion, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must review the record or provide for an additional opportunity to be heard, after which it may adopt the findings and conclusions made by the Hearing Officer, or make its own findings and conclusions.

15.3.5.8 Report of Hearings: All Hearings shall be recorded by electronic recording machine unless the District or the employee requests in writing at least three full business days before the day set for the hearing that such hearing be reported or recorded by a stenographic recorder. The requesting party shall pay the cost or fee for such reporting.

15.3.5.9 Transcripts of Hearings: Transcripts of hearings shall be furnished to any person on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the district, the cost shall be determined by the employee in charge of business affairs of the district. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

15.3.5.10 The Hearing Authority may grant a continuance of any hearing upon such terms and conditions as it may deem proper. Any request for continuance made less than forty eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

## ARTICLE 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 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 thirty (30) 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.

### 16.3 Reemployment Rights:

Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of thirty-nine (39) months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or who choose to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list, in accordance with their proper seniority.

An employee on a reemployment list may decline three offers of reemployment in the former class and status. After the third refusal, no additional offers need be made and the employee shall be considered unavailable.

Refusal of an offer of short-term or limited part-time employment, shall not affect the standing of any employee on a layoff list.

Employees on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.

Any unit member who is subject to layoff for lack of work or lack of funds and who elects service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The district shall notify the Board of Administration of the Public Employees Retirement System of the fact that the retirement was in lieu of layoff for lack of work or funds. If the bargaining unit member is subsequently subject to reemployment and accepts in writing, within five (5) days, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed the request for reinstatement from retirement.

### 16.4 Seniority Rights:

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

**ARTICLE XVII: RELATIONSHIP OF AGREEMENT TO BARGAINING  
OBLIGATIONS**

17.1 In the event that any provisions of this Agreement are rendered or declared invalid by any applicable rule, regulation or order issued by governmental authority (including existing or subsequently enacted legislation or decrees of any court of competent jurisdiction), such determination shall not in any way affect the remaining provisions of this Agreement.

17.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

They, therefore, each voluntarily and without qualification, waive the right for the life of this Agreement to negotiate collectively except by agreement of both parties.

17.3 In the event of invalidation of any section of this Agreement, pursuant to Section 16.1, the parties agree to meet and negotiate on the topic within thirty (30) days after such notice of invalidation to negotiate a replacement section.



## ARTICLE XVIII: MANAGEMENT RIGHTS

18.1 The 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 as those rights, powers or authority which are specifically abridged or modified by this Agreement arrived at through the process of collective bargaining.

18.1.1 There will be no strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities or to other interference with the operation of the Stockton Unified School District by the SUSU or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

## **ARTICLE XIX: CONCERTED ACTIVITIES**

- 19.1 The Association recognizes the duties and obligations of its representatives to comply with the provision of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down, or other interference with the operations of the Stockton Unified School District by employees who are represented by the Stockton Unified Supervisory Unit, the Association agrees to take all necessary steps to cause those employees to cease such action. The District agrees not to engage in a lockout during the term of this Agreement.
- 19.2 Any employee violating this Article shall be subject to discipline up to and including dismissal by the District.

## ARTICLE XX: DURATION OF AGREEMENT

- 20.1 This agreement shall be effective as of July 1, 2019 and shall continue in effect until midnight June 30, 2022. 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.

## ARTICLE XXI: UNIFORMS

- 21.1 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.
- 21.2 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 per every other fiscal year.
- 21.3 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 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 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.

# APPENDIX

## A

Stockton Unified School District  
 Supervisory Unit Salary Schedule  
 Effective Date: 7/1/2019 \*

TITLE	RANGE	STEP					
		A	B	C	D	E	
PLANT SUPERVISOR	20	Monthly	3,837	4,030	4,230	4,442	4,661
		Hourly	22.14	23.25	24.40	25.63	26.89
SENIOR PLANT SUPERVISOR	22	Monthly	4,130	4,334	4,552	4,787	5,019
		Hourly	23.83	25.00	26.26	27.62	28.96
LONGEVITY CALCULATION	25	Monthly	4,507	4,732	4,966	5,215	5,479
		Hourly	26.00	27.30	28.65	30.09	31.61
FOOD SERVICE OPERATIONS SUPERVISOR	30	Monthly	5,097	5,352	5,623	5,904	6,198
		Hourly	29.41	30.88	32.44	34.06	35.76
ACCOUNTING SUPERVISOR	31	Monthly	5,222	5,487	5,760	6,048	6,350
		Hourly	30.13	31.66	33.23	34.89	36.63
TRANSPORTATION OPERATIONS SUPERVISOR VEHICLE MAINTENANCE SUPERVISOR FOOD SERVICE NUTRITION SPECIALIST	33	Monthly	5,487	5,760	6,048	6,350	6,667
		Hourly	31.66	33.23	34.89	36.63	38.46
REPROGRAPHICS/MAILROOM SUPERVISOR CUSTODIAL OPERATIONS SUPERVISOR LANDSCAPE MAINTENANCE SUPERVISOR	34	Monthly	5,623	5,904	6,198	6,508	6,835
		Hourly	32.44	34.06	35.76	37.55	39.43

\*Base salary amounts increased 3% effective 7/1/2019  
 Base salary amounts increased 2% effective 7/1/2018  
 Base salary amounts increased 4% effective 7/1/2017

Stockton Unified School District  
 Supervisory Unit Salary Schedule  
 Effective Date: 7/1/2019 \*

TITLE	RANGE	STEP					
		A	B	C	D	E	
WAREHOUSE SUPERVISOR GROUNDS UTILITY SUPERVISOR CARPENTER-ROOFING LOCKSMITH SUPERVISOR PAINTING-GLAZIER SUPERVISOR WELDER FABRICATOR SUPERVISOR CHILD NUTRITION PROGRAM SUPERVISOR	35	Monthly	6,005	6,304	6,619	6,950	7,295
		Hourly	34.64	36.37	38.19	40.10	42.09
DATABASE APPLICATION SUPERVISOR NETWORK SUPERVISOR	39	Monthly	6,360	6,677	7,013	7,360	7,729
		Hourly	36.69	38.52	40.46	42.46	44.59
ELECTRICAL-AUDIO VISUAL-ALARMS-VIDEO SURVEILLANCE SUPERVISOR PLUMBING-HVAC-EMS SUPERVISOR	41	Monthly	6,874	7,218	7,581	7,956	8,354
		Hourly	39.66	41.64	43.74	45.90	48.20
NETWORK SUPERVISOR 10%	42	Monthly					9,018
		Hourly					52.03

**LONGEVITY INCREMENTS:**

Commencement of the 5th year of service: \$68.00 a month  
 Commencement of the 10th year of service: \$132.00 a month  
 Commencement of the 15th year of service: \$203.00 a month  
 Commencement of the 20th year of service: \$270.00 a month  
 Commencement of the 25th year of service: \$338.00 a month  
 Commencement of the 30th year of service: \$428.00 a month  
 Commencement of the 35th year of service: \$496.00 a month

**DEGREE STIPENDS:**

Bachelors Degree Stipend: \$1,358.00 per year  
 Masters Degree Stipend: \$2,116.00 per year

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\*Base salary amounts increased 3% effective 7/1/2019  
 Base salary amounts increased 2% effective 7/1/2018  
 Base salary amounts increased 4% effective 7/1/2017

# APPENDIX

## B



## PROFESSIONAL GROWTH PROGRAM

### I. Voluntary Professional Growth Program

The purpose of the Voluntary Professional Growth Program is to improve skills within job classifications, to improve understandings of and relationships with students, teachers, parents, and other employees, and to encourage employees to contribute more to the educational program of the schools.

### II. Professional Growth Committee

A Professional Growth Committee shall be formed for the purpose of evaluating activities for Professional Growth credit and making recommendations concerning the operation of the program to the Personnel Department.

- A. Membership: The committee shall consist of one representative from each of the seven classifications of employees; namely, clerical, custodial, food services, grounds, transportation, maintenance and operations, and paraprofessional. In addition, the following administrative personnel will be included on the committee; one representative each from Adult Education and Business Office. The Personnel Department designee shall serve as permanent secretary advisor to the committee as an ex-officio member.
- B. Nominating and Elections Procedure: Nominating and balloting procedures for the Professional Growth Committee shall be conducted by the Personnel Department and will follow the pattern as outlined:
1. An announcement will be made that nominations are open for each of the seven classifications.
  2. Nominations will be made by employees in each classification on forms provided by the Personnel Office.
  3. The Personnel Department will check each name submitted for eligibility; the requirements being that the employee is working in that classification and is willing to accept the nomination.
  4. A ballot containing all names ruled eligible will be sent to every classified employee within each classification with the ballots being returned to the Personnel Office for tabulation.
- C. Administrative Representatives: Administrative representatives shall be appointed by the Adult Education Principal and the Deputy Superintendent. Each elected and appointed member shall have an equal vote.

- D. Terms of Office: The terms of office of elected members shall be for overlapping terms of three school years.

For the initial committee, terms shall be determined by lot for three members - 3 years; two members - 2 years; two members - 1 year.

- E. Vacancies: A vacancy in one of the elected positions shall be filled for the balance of the unexpired term by committee appointment of the person receiving the second highest number of votes in the most recent election of a representative from the classification. If such person is not available or unwilling, appointment from the classification shall be by majority vote of the committee.

- F. Parliamentary Procedure: Excepting as otherwise provided by the committee rules, the latest edition of "Robert's Rule of Order, Revised" shall govern parliamentary authority for the conduct of all meetings.

- G. Duties and Functions: It shall be the duties of the committee to:

1. Elect a chairperson and vice-chairperson each year from among the committee members.
2. Evaluate and make recommendations on policies and procedures to implement and operate the Professional Growth Program to the Personnel Department.
3. Establish necessary meeting schedules and procedures for the conduct of committee business.
4. Establish criteria for approval or disapproval of educational activities.
5. Place unit values on all Professional Growth activities.
6. Review and approve or disapprove employee application for credit.
7. Make recommendations on granting Professional Growth increments to eligible employees who qualify for an award to the Personnel Department.

- H. Appeal of Decisions: Decisions of the Professional Growth Committee may be appealed to the Assistant Director of Personnel or designee who will have the final decision responsibility.

### III. Eligibility of Employees for Participation in the Professional Growth Program

- A. Eligible employees are persons in regular classified service working 50% or more who have served at least one year in permanent status immediately prior to the school year for which application for a Professional Growth increment is made.

Excluded Classified Employees:

1. Limited part-time employees
  2. Short-term employees
  3. Hourly employees
  4. Substitute employees - short-term or long-term
  5. Probationary employees
  6. Employees paid on a unit and experience salary schedule
- B. Satisfactory Performance: In order to qualify for a Professional Growth increment, the classified employee must evidence overall satisfactory on-the-job performance, according to the latest performance evaluation filed.
- C. Self Improvement: This program is not intended to restrict in any way the training and self-improvement efforts a classified employee may undertake on his own initiative. However, such training shall be considered as applicable to a Professional Growth increment only if it meets the requirements specified by this policy and implementing regulations of the Professional Growth Committee.

IV. Professional Growth Activities

Subject to approval by the Professional Growth Committee, increment units may be earned in the following types of Professional Growth activities:

- A. First Aid: Required for initial Professional Growth increment:

Standard first aid course conducted by qualified Red Cross or YMCA first aid instructor taken after the date of hire and verified by certificate of completion.

1/2 unit for 10 hours - planned instruction

- B. Community Relations: Required for initial Professional Growth Increment:

One course selected from the Professional Growth Committee list of approved courses in the area of community relations and ethnic studies. Unit credit as provided by selected course. Maximum of 4 units in this area for each Professional Growth award.

- C. Safety Instruction: Course in Safety Instruction approved by Professional Growth Committee.

1/2 unit for 10 hours - planned instruction

- D. College, community college, private business college, or trade school courses approved by Professional Growth Committee.

Semester units or increment units granted for satisfactory completion of course - passing grade required.

E. Adult Education Courses Approved by Professional Growth Committee

1. Graded Courses: Semester unit or increment units granted for satisfactory completion of course - passing grade required.
2. Ungraded Courses: Increment points may be earned as follows for ungraded courses if approved by the Professional Growth Committee.

Total Hours Required to Complete Course	Maximum Unexcused Absences Allowable	Unit Credit
5 - 9	None	.25
10 - 15	None	.5
16 - 20	1	1.0
21 - 30	1	1.5
31 - 40	2	2.0
41 - 50	2	2.5
51 or more	2	3.0

The candidate must apply on a form provided which includes a statement by the instructor that the course has been satisfactorily completed.

- F. Institutes, Lectures, Seminars, and Workshops: Approved in-service education activities that are related to the employee's area of employment may be used to accrue Professional Growth increment points. These activities must be conducted on the employee's personal time and if District funds are involved for support, at least 40% of the actual and necessary expenses must be paid by the employee. Advance approval of the Professional Growth Committee is required.

1 unit for 20 hours of attendance, with a maximum of 3 units in this area for each Professional Growth Award.

- G. In-service Training: Employees may receive Professional Growth increments for the conduct of approved in-service training or in-service education. The employee may serve as an organizer, leader, speaker, or consultant. However, no fee or overtime compensation shall be paid by the District if in-service growth increment units are to be granted. Credit in this area must have advanced approval of the Professional Growth Committee.

2 units for 20 hours, including preparation, participation, and follow-up activities maximum 6 units for each professional growth award.

- H. Repeat Courses: Courses for Professional Growth increments may not be repeated for credit unless special advance permission is given by the Professional Growth Committee.

- I. Classification Changes: If an employee's job classification changes after he has initiated a Professional Growth plan, he shall apply for consideration of application of activities in the new classification. The Professional Growth Committee shall make recommendation to the Personnel Department regarding such credit. Any units previously credited toward salary advancement shall not be eligible.
  - J. Verification: College and community college course work must be verified by official transcript. All other work must be official verification acceptable to the Professional Growth Committee.
  - K. Timelines: All units must be submitted within five (5) years of completion of the course.
- V. Professional Growth Award
- A. Amount: A Professional Growth Award is a one-time, lump sum payment of five percent (5%) of current annual base salary awarded upon completion of 15 semester units or equivalent increment points.
  - B. Frequency: One such award may be earned every three years with a maximum of five awards to be granted to any eligible regularly employed classified employee as defined, subject to the conditions set forth in Board policy and regulations of the Professional Growth Committee.
  - C. Time of Payment: Such award shall be granted in a lump sum payment during the first month following the completion of the Professional Growth Award requirements, and upon certification of satisfactory service.
  - D. Payroll Deductions: Earned increments shall be paid in addition to the employee's regular salary and shall be subject to customary payroll deductions for retirement, social security, withholding tax, etc.
  - E. Pay Status: An employee must be in paid status during the previous month to receive any Professional Growth increment he/she has been granted. In the event of a layoff, death, retirement, or disability, the employee will receive a completed earned increment in a lump sum payment.
  - F. No Credit Courses: No credit will be given for any Professional Growth activities prior to the employee's beginning date of employment.
  - G. Credit Upon Reemployment: If a classified employee who is engaged in a Professional Growth Program is terminated for any reason and is subsequently reemployed in another or the same classification, application must be made to the Professional Growth Committee for consideration of credit towards the Professional Growth Award.

- H. Professional Growth Records: Records concerning the Professional Growth Program shall be maintained by the Human Resources Department.
- I. Implementation: The implementation of this program will permit employees meeting all eligibility requirements to receive credit for activities undertaken.
- J. Ineligible Employees: Paraprofessionals or other employees who receive advancement on the salary schedule on a unit basis are not eligible to receive a separate Professional Growth Award.
- K. Board Authority: Inherent in the Professional Growth Program is the authority of the Board of Education to discontinue the plan. Such notice shall be given if necessary by written notification sent to all classified employees by June 30 of any year.

# APPENDIX

## C

TENTATIVE AGREEMENT  
 BETWEEN  
 STOCKTON UNIFIED SCHOOL DISTRICT (District)  
 AND  
 STOCKTON UNIFIED SUPERVISORY UNIT (SUSU)

June 7<sup>th</sup>, 2019

This agreement concludes successor negotiations between Stockton Unified School District and the Stockton Unified Supervisors. The parties hereby agree to the following terms subject to the ratification of 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 the 2019-2020, 2020-2021 and 2021-2022 school years.

Both parties have agreed to accept the negotiated components included herein:

1. ARTICLE XII – Wages

a.

2019-2020      3% increase on the respective salary schedules effective July 1, 2019  
 2020-2021      2% increase on the respective salary schedules effective July 1, 2020  
 2021-2022      Reopeners for Salary and Benefits

b. Tax-Sheltered Annuities

The District will contribute a matching \$25 a month toward any District eligible tax-sheltered annuity (403B or 257B) provided a unit member voluntarily contributes a minimum of \$25 per month to the plan. An enrollment form will be made available for plan selection.

c. Longevity Increments:

Year	Current	Proposed Increase	Monthly Cost	
5 <sup>th</sup>		1.5%	\$65.00	new
10 <sup>th</sup>	1.5%	3%	\$132.00	
15 <sup>th</sup>	3%	4.5%	\$197.00	
20 <sup>th</sup>	5%	6%	\$263.00	
25 <sup>th</sup>	7%	7.5%	\$306.00	
30 <sup>th</sup>	9%	9%	\$416.00	(Status quo)
35 <sup>th</sup>	11%	11%	\$481.00	(Status quo)

2. Article VIII: Fringe Benefits

d. Increase District's medical contribution to \$1,609.30. Medical Rebate will remain status quo.

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

a. Preamble



- b. Article I - Recognition
- c. Article VIII - Fringe Benefits
- d. Article IX - Association Rights
- e. Article X - Dues and Representation / Service Fee
- f. Article XI - Leaves
- g. Article XII - Wages
- h. Article XIII - Hours
- i. Article XX - Duration of Agreement
- j. Article XXI - Uniforms
- k. Appendices (update based on new TA)

4. The District will present revisions to job descriptions and will meet to negotiate with SUSU the conditions of said revisions on or before October 1, 2019. The parties agree to mediate unresolved disputes based on job descriptions and placement.

5. ARTICLE XX - Duration and Reopeners

This Tentative Agreement completes negotiations for .019-2020, 2020-2021 school years. The parties agreed to maintain a "re-opener" for future negotiations on Article XII wages and Article VIII Fringe Benefits for fiscal year 2021-2022.

This agreement shall be effective as of July 1, 2019 and shall continue in effect until midnight June 30, 2022 upon ratification by both SUSU and District's Board of Trustees.

Date: June 7, 2019

For Union:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For District:

[Signature]  
Craig R. Wells  
[Signature]  
Claudia M  
[Signature]

District