

TENATIVE AGREEMENT
Between
Stockton Unified School District (District)
And

California School Employees Association and its Stockton Chapter #318 (CSEA 318)
Reopener Negotiations 2022-2023

November 7, 2023

This agreement concludes Re-Opener negotiations between Stockton Unified School District and the California School Employees Association and its Stockton Chapter #318 (CSEA 318). The parties hereby agree to the following terms subject to the ratification of CSEA 318 and the Board of Education for Stockton Unified School District. All remaining provision in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2022-2023 school year.

1. **Article 7: Hours and Overtime**

- **Article 7.1.1** - Chapter 318 bargaining unit members work assignments shall be set at the beginning of the school year. Any change of assignment after that time shall be based solely on student's need. Such change of assignment shall not be made for arbitrary, **discriminatory, disciplinary** or capricious reasons.
- **Article 7.1.2** - **Bargaining unit members may be moved within their assigned school site and within their classification within the first ten (10) student contact days.**
- **Article 7.1.3** - **Movement of bargaining unit members pursuant to this section shall not be for reasons that are arbitrary, discriminatory, disciplinary or capricious.**
- **Article 7.1.4** - **Movement of bargaining unit members within their school site and within their classification after the first ten (10) work days of the school year shall only be by mutual agreement between the bargaining unit member and the site administrator.**
- **Article 7.8** - All bargaining unit members covered by this Agreement shall be entitled to an uninterrupted, non-compensated lunch period after the bargaining unit member has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time bargaining unit members at or about the midpoint of each work shift. **Bargaining unit members may take their non-compensated lunch period at the beginning or end of their shift with written approval from their supervisor or site administrator. No bargaining unit member shall be compelled to take their lunch at the beginning or end of their shift without their written consent.**

2. **Article 8: Pay and Allowances**

- 2022-2023 - Four percent (4%) one-time off salary schedule (effective 7/1/2022). Payment will be issued no later than end of month February 2024.

3. **Article 10: Fringe Benefits**

- Fringe benefits for 2022-23 to remain status quo, no changes made.

4. Article 15: Leaves

- Article 15.19.2.4 - Newly hired bargaining unit members shall not be eligible to participate in the Catastrophic Leave Program, until the completion of their probationary period. Such employee shall have thirty (30) days following the completion of their probationary period to enroll in the Catastrophic Leave Program. **All permanent bargaining unit members shall have an additional opportunity to enroll in the Catastrophic Leave Program during the open enrollment period of July 1 – September 1 of each year.**

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

- Article 7: Hours and Overtime
- Article 8: Pay and Allowances
- Article 15: Pay and Allowances

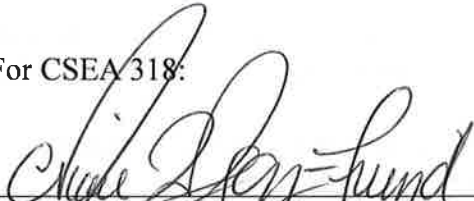
This agreement shall be effective upon ratification by both CSEA 318 and the Stockton Unified School District Board of Trustees and shall continue in effect through June 30, 2024.

Date: 11/7/23

Date: 11/7/23

For CSEA 318:

For the District:



Nicole Wilson-Friend, President



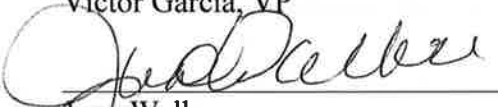
Richard Boyd, Director Labor Relations



Victor Garcia, VP




Mary Aguilar, Labor Relations Analyst



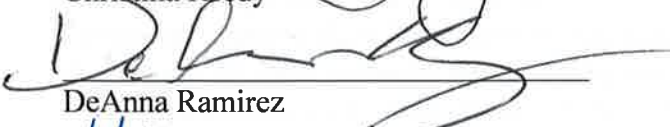
June Walker



Talisha Teague, Labor Relations Analyst



Christina Reedy



DeAnna Ramirez



Louise Barros, Labor Rep

ARTICLE VII HOURS AND OVERTIME

7.1 Work Year

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

7.1.2 **Bargaining unit members may be moved within their assigned school site and within their classification within the first ten (10) student contact days.**

7.1.3 **Movement of bargaining unit members pursuant to this section shall not be for reasons that are arbitrary, discriminatory, disciplinary or capricious.**

7.1.4 **Movement of bargaining unit members within their school site and within their classification after the first ten (10) work days of the school year shall only be by mutual agreement between the bargaining unit member and the site administrator.**

7.2 Workweek

The workweek shall normally consist of five (5) consecutive days, Monday through Friday of eight (8) hours per day and forty (40) hours per week. Newly hired employees' workweek shall be established on the job posting. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in the overtime section of this Agreement.

7.3 Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

7.4 Reduction in Assigned Time

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

7.4.2 The work assignment of bargaining unit members, whose regular work assignment is four (4) hours or more, shall not be reduced to less than four

(4) hours without the employee's written consent.

7.5 **Adjustment of Assigned Time**

Any bargaining unit member in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her **their** regular part-time assignment in the same classification, regardless of location, for a period of twenty (20) consecutive days or more, shall have his/her **their** regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. However, this provision shall not apply where the excess time worked was in a vacant position, provided the appointment does not exceed seventy-five (75) calendar days in accordance with Section 13.1.4.1.

7.6 **Increase in Hours**

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to a qualified bargaining unit member in the appropriate class with the greatest District seniority at the same work location.

If the senior bargaining unit member declines the assignment, it shall be offered to the remaining bargaining unit members in the class in descending order of District seniority until the assignment is made at the same work location.

7.7 **Four/Tens**

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

7.8 **Lunch Periods**

All bargaining unit members covered by this Agreement shall be entitled to an uninterrupted, non-compensated lunch period after the bargaining unit member has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time bargaining unit members at or about the midpoint of each work shift. **Bargaining unit members may take their non-compensated lunch period at the beginning or end of their shift with written approval from their supervisor or site administrator. No bargaining unit member shall be compelled to take their lunch at the beginning or end of their shift without their written consent.**

7.9 **Rest Periods**

7.9.1 Bargaining unit members who work five (5) hours or more will receive two

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

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

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

7.10 **Rest Facilities**

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

7.11 **Voting**

If, in an election, polls open or close less than one hour from the beginning and ending time respectively of an employee's shift, then they may be granted time off in order to vote.

7.12 **Overtime**

7.12.1 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1/2) the regular rate of pay of the employee.

7.12.2 Overtime is defined to include any time worked on site in excess of eight (8) hours in any one day or on any one shift; or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of the regularly assigned starting time or subsequent to the assigned quitting time, as approved by the supervisor.

7.12.3 All hours worked on holidays designated by this Agreement shall be compensated at time and one-half (1/2) in addition to the pay for the holiday.

7.12.4 All hours worked on the sixth (6th) and seventh (7th) consecutive days of work shall be compensated at one and one-half (1-1/2) times the regular rate of pay.

7.13 Pay differentials

Any bargaining unit member who receives any shift differential premium on the basis of ~~his/her~~ **their** shift shall suffer no reduction in pay, including differential, when assigned temporarily to a non-differentiated shift for less than thirty (30) calendar days.

7.13.1 Shift Differential

Any bargaining unit member working four (4) or more hours of ~~his/her~~ **their** eight (8) hour daily work schedule after 5:00 p.m. shall be compensated by a forty (40) cents per hour salary increase over and above a regular day bargaining unit member of the same classification, effective July 1, 2000. The rate will change to 50 cents per hour, effective July 1, 2001. Any classified bargaining unit member who reports to work more than one (1) hour prior to 6:00 a.m. will also receive an additional forty cents (.40) per hour effective July 1, 2000. The rate will change to fifty cents (.50) per hour effective July 1, 2001.

7.13.2 Weekend Differential

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

7.14 Compensatory Time Off

7.14.1 Because of the Fair Labor Standards Act, compensatory time off in lieu of pay as defined in the Education Code will be allowed as defined in Section 7.14.2. The term "hours worked" for these purposes under the Fair Labor Standards Act does not include paid time such as vacation, holidays, or paid leaves. A bargaining unit member shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked.

Such election shall be submitted in writing to the immediate supervisor within two (2) workdays following the overtime worked.

7.14.2 If compensatory time has been elected, an employee may accumulate up to two hundred and forty (240) hours. However, compensatory time must be taken within twelve (12) months of when it was earned regardless of the number of accumulated hours. The bargaining unit member will provide five (5) days advance notice prior to requesting compensatory time off,

unless a shorter notification time is agreed to by the employee and supervisor. The supervisor will respond to such request within a reasonable period of time. If compensatory time is not taken as prescribed above, the bargaining unit member shall be paid in cash at the overtime rate of pay.

7.14.3 The limitation upon earning of compensatory time in Section 7.14.2 herein shall not preclude the District from reducing the workweek so as not to exceed forty (40) hours limit. Such reduction in the workweek can be made only upon the written request of the individual bargaining unit member.

7.15 **Distribution of Overtime**

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

7.16 **Right of Refusal**

Any bargaining unit member shall have the right to refuse any offer or request for overtime or call back time except in emergency situations.

7.17 **Call Back Time**

Bargaining unit members called in for emergency work outside of the regularly scheduled hours or recalled to work after completing their regular shift and have left the District premises, shall be paid for hours actually worked at the rate of time and one-half (1 ½) or a guarantee of four (4) hours at the bargaining unit member's regular rate, whichever is greater.

7.18 **Hours Worked**

For the purposes of computing the number of hours worked, time during which a bargaining unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence shall be considered as time worked by the bargaining unit member.

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ARTICLE VIII PAY AND ALLOWANCES

8.1 Rate of Pay

8.1.1 The basic rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in Appendix A for Paraprofessional Chapter 318, which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

8.1.2 Rate of Pay

~~2020-2021 2% effective July 1, 2020.~~

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

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

2022-2023 4% one-time off salary schedule (effective 7/1/22).

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

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

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

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

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

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

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

all bargaining unit members.

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

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

8.2 Progression on Salary Schedule

8.2.1 Anniversary Date

All bargaining unit members shall have a salary step anniversary date of July 1. In order to implement this section in 2002, all incumbent bargaining unit members whose salary step anniversary date falls after July 1 will have their salary step anniversary date advanced to July 1.

For any bargaining unit members hired after July 1, 2002, their anniversary date shall be July 1, 2003. This change in anniversary date shall not affect the length of the probationary period. Employees with an anniversary date between May 15, 2002 and June 30, 2002 shall receive their anniversary date step increase July 1, 2002.

8.3 Pay Date

All employees in the bargaining unit shall be paid once per month payable on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. The paycheck shall include a record of all customary deductions.

8.3.1 Side Letter agreement:

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

Bargaining unit members may elect to spread their eleven (11) month salary over a twelve (12) month period.

8.4 Mileage

Any bargaining unit member required and authorized to use ~~his or her~~ **their** vehicle on District business shall be reimbursed at the rate per mile allowable pursuant to Internal Revenue Service regulations. The mileage computation shall include mileage necessary to return to the bargaining unit member's normal job site after the completion of District business if required. All claims for reimbursement must be submitted by the fifth (5th) working day of the succeeding month to the Business office if the bargaining unit member is to be reimbursed during that calendar month.

8.5 Out of District Travel

Bargaining unit members on authorized District business shall be reimbursed at the **U.S General Services Administration (GSA) rates** ~~following rates~~ for meals and lodging while outside the District: Breakfast—\$7.00, Lunch—\$8.00, Dinner—\$15.00, Lodging—actual cost. Exceptions to the above schedule may be authorized by the Superintendent or designee but in no case may the reimbursement exceed the actual cost.

8.6 Compensation for Bargaining Unit Members Working Out of Classification

Bargaining unit members assigned temporarily for five (5) or more work days out of fifteen (15) calendar days to a position with a higher classification shall receive the next higher amount on the new salary range for whatever time ~~(s)he~~ **they** fills this temporary position.

Only those bargaining unit members designated in writing by the appropriate director/principal will be considered "assigned" to a position with a higher salary classification. In no event shall an employee working out of classification receive less than five percent (5%) above his/her regular rate of pay.

8.7 Salary Placement For Employee Who Resigns And Is Reemployed

A classified bargaining unit member who resigns after three years of satisfactory service in the District and who is reemployed in the same classification within one year shall be placed at the same step on the salary schedule with reinstatement of rights and privileges which were in effect at the time of the resignation.

8.8 Paraprofessional Increments

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

8.8.2 All units shall be completed prior to September 1 and transcripts submitted to the Human Resources Department prior to November 1. Salary adjustment for unit credit shall be made once each year after transcripts are received and

shall be retroactive to the first day of paid service for the school year as provided in Appendix A and B.

8.9 Payroll Errors

Any payroll error resulting in insufficient payment for bargaining unit members shall be corrected, and a supplemental check issued not later than five (5) working days after the employee provides notice to the payroll department.

8.10 Longevity

The District agrees to additionally compensate long service bargaining unit members in accordance with Appendix A attached hereto. Longevity increments shall be increased by the same percentage applied to the salary schedule. Bargaining unit members working less than four (4) hours shall receive one-half (1/2) the dollar amount listed in Appendix A. Bargaining unit members working four (4) hours or more shall receive the full dollar amount listed in Appendix A.

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

Longevity steps will be increased as follows:

Effective July 1, 2018 - \$50 per month

Effective July 1, 2019 - \$25 per month

Effective July 1, 2020 - \$15 per month

Commencing with the 5th year

Effective July 1, 2020 - \$90.00 per month

Effective July 1, 2021 - \$94.07 per month

Commencing with the 10th year

Effective July 1, 2018 - \$153.32 per month

Effective July 1, 2019 - \$178.32 per month

Effective July 1, 2020 - \$193.32 per month

Effective July 1, 2021 - \$212.96 per month

Commencing with the 15th year

Effective July 1, 2018 - \$170.94 per month

Effective July 1, 2019 - \$195.94 per month

Effective July 1, 2020 - \$210.94 per month

Effective July 1, 2020 - \$232.69 per month

Commencing with the 20th year

Effective July 1, 2018 - \$250.60 per month

Effective July 1, 2019 - \$275.60 per month

Effective July 1, 2020 - \$290.60 per month

Effective July 1, 2021 - \$321.92 per month

Commencing with the 25th year

Effective July 1, 2018 - \$261.58 per month

Effective July 1, 2019 - \$286.58 per month

Effective July 1, 2020 - \$301.58 per month

Effective July 1, 2021 - \$334.21 per month

Commencing with the 30th year

Effective July 1, 2018 - \$506.76 per month

Effective July 1, 2019 - \$531.76 per month

Effective July 1, 2020 - \$546.76 per month

Effective July 1, 2021 - \$608.84 per month

8.11 Promotional Placement

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

8.12 Demotion

A bargaining unit member whose position is reclassified to a lower range shall be placed in the lower range at an equal salary and shall progress to the maximum of the lower range. If the current salary of the bargaining unit member is higher than the maximum of the lower range, the bargaining unit member shall remain at the current salary until future increases bring the lower range high enough to allow progress on the new range.

8.13 Parity

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

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ARTICLE XV LEAVES

15.1 Bereavement Leave

Bargaining unit members shall be granted leave with full pay in the event of the death of any member of the bargaining unit member's immediate family or ~~his/her~~ **their** spouse's immediate family. The leave shall be for a period of three (3) days if the death or funeral takes place in the state, and five (5) days if the death or funeral takes place more than two hundred and fifty (250) miles. The immediate family is defined as ~~husband, wife, spouse, mother, father, parent, sister, brother, sibling, step-sibling, son, daughter, child, mother-in-law, father-in-law, grandmother, grandfather, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, foster parent, step-parent, step-son, step-daughter~~ **step-child, foster son, foster daughter foster child**, aunt, uncle, domestic partner or any relative living in the immediate household of the bargaining unit member.

15.1.1 The District will provide bereavement leave during the work day for bargaining unit members to attend a memorial service or funeral for a deceased staff member within the bargaining unit members' same department. This leave shall extend for the time necessary to attend such service in the local area as long as it is within Stockton City limits.

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

15.2 Military Leave

A bargaining unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

15.2.1 Veteran's Sick Leave per Ed Code 45191.5

(a) (1) In addition to any other entitlement for leave of absence for illness or injury with pay, a classified employee hired on or after, or employed on or after, January 1, 2017, who is a former active duty member of the Armed Forces of the United States or a former current member of the California National Guard or a federal reserve component, with a connected disability rated at thirty percent (30%) or more by the United States Department of Veterans Affairs, shall be entitled to leave of absence for illness or injury with pay of up to twelve (12) days for the purpose of undergoing medical

treatment, including mental health treatment, for ~~his or her~~ **their** service-connected disability.

(2) Credit for leave of absence for illness or injury granted under this subdivision shall be credited to a qualifying classified employee on the effective date of the employee's disability rating decision from the United States Department of Veterans Affairs, or on the first day the qualifying classified employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following twelve (12) months of employment.

15.3 Sick Leave

Bargaining unit members shall be granted one (1) day of sick leave credit for each calendar month in which they perform assigned duties for more than fifty percent (50%) of the regular workdays in the month.

15.3.1 The total number of sick leave days accruing to each school year shall be credited from the first day of paid service in that school year. Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district with the transferring employee pursuant to law. The unused credit at retirement age will count as service credit for retirement purposes.

15.3.2 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

15.3.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each bargaining unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new bargaining unit member of the District shall not be eligible to take more than six (6) days until the first (1st) day of the calendar month after completion of six (6) months of active service with the District.

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

15.4 Industrial Accident And Illness Leave

A bargaining unit member suffering an injury or illness arising out of employment shall be entitled to a leave up to sixty (60) working days in any one (1) fiscal year for any one (1) accident or illness. This leave shall not be accumulated from year to year. The leave shall commence with the first (1st) day of absence and must be reported to the immediate supervisor within twenty-four (24) hours of the injury or illness.

- 15.4.1 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 15.4.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the state, exceed the normal salary.
- 15.4.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a bargaining unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of exhaustion of benefits under this Section, ~~(s)he~~ **they** shall be entitled to use only so much of ~~his/her~~ **their** accumulated and available normal sick leave, which, when added to the Worker's Compensation award, provides the employee's regular salary.
- 15.4.3.1 During all fully paid leaves of industrial accident or illness, the bargaining unit member shall endorse to the District any wage loss benefit checks received under the Worker's Compensation Laws of this state.
- 15.4.4 Any time a bargaining unit member on industrial accident or illness leave is able to return to work ~~(s)he~~ **they** shall be reinstated in ~~his/her~~ **their** position without loss of pay or benefits.

15.5 **Break in Service**

No absence under any paid leave provision of this article shall be considered as a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence.

- 15.5.1 No period of unpaid absence of less than one hundred and twenty (120) calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.
- 15.5.2 All time during which an individual is on an approved unpaid leave or on a thirty-nine (39) month reemployment list due to layoff shall not constitute a break in service. During such time, the bargaining unit member will not accrue vacation, sick leave, holidays, or other leave benefits.

- 15.5.2.1 If at the conclusion of all leaves of absence, paid or unpaid, the bargaining unit member is still unable to assume the duties of ~~his/her~~ **their** position; ~~(s)he~~ **they** shall be placed on a reemployment list for a period of thirty nine (39) months. At any time, during the prescribed thirty nine (39) months, the bargaining unit member is able to assume the duties of ~~his/her~~ **their** position ~~(s)he~~ **they** shall be reemployed in the first vacancy in the classification of ~~his/her~~ **their** previous assignment. ~~His/her~~ **Their** reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Education Code Section 45298 in which case ~~(s)he~~ **they** shall be ranked according to his proper seniority. Upon resumption of ~~his/her~~ **their** duties, the break in service will be disregarded and ~~(s)he~~ **they** shall be fully restored as a permanent bargaining unit member.

15.6 Personal Necessity Leave

Seven (7) days of absence earned for sick leave under Section 15.3 of this Article may be used by the employee, in cases of personal necessity on the following basis

- 15.6.1 The death of a member of the bargaining unit member's immediate family when additional leave is required beyond that provided in Section 15.1 of this Article.
- 15.6.2 As a result of an accident or illness involving a bargaining unit member's person or property or the person or property of ~~his/her~~ **their** immediate family.
- 15.6.3 One (1) day in each school year, which is to be included as a part of the seven (7) days as shown above, may be used for any personal business reason except recreation or employment by another person. A bargaining unit member must request the use of this discretionary sick leave day in advance in writing from the site administrator.
- 15.6.4 Appearance in any court or before any administrative tribunal as a litigant or party. Such other reasons approved by the District.

15.7 Emergency Leave

The Superintendent or designee may authorize leave up to two (2) working days when an accident, sudden illness or injury of a member of the bargaining unit member's immediate household or immediate family as defined herein is hospitalized or delivered to a

physician's office or treatment facility or when the identified person is in need of such emergency treatment. The circumstances of the emergency must be verified in writing to the Superintendent or designee within seventy two (72) hours after the return of the employee to regular duties. Days of leave taken under this Section shall be deducted from the entitlement of sick leave at the rate of one-half (1/2) day per day of emergency leave. A total of four (4) emergency leave days may be authorized.

15.8 Child-rearing Leave

A bargaining unit member who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing ~~his/her~~ **their** child. Such leave shall be for a maximum leave of six (6) months and may be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence.

15.9 Adoption leave

A bargaining unit member who is adopting a child shall be entitled to three (3) days of paid leave for the purpose of caring for the needs of the adopted child.

15.10 Dependent Leave

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

15.11 General Leave

An unpaid leave of absence may be granted to a permanent bargaining unit member at any time upon terms acceptable to the District. Leave under this section, shall not be granted for purposes of study, retraining, or to try other employment. Day to day leave granted under this section requires prior approval of the site/department administrator. Leaves of ten (10) days or more granted under this section requires prior approval of the site/department administrator, the Human Resources Department, and may require Board approval.

15.12 Verification of Illness

The District may request verification of illness any time the District has a reasonable basis to believe that the sick leave has been abused. Such verification, which is at the District Human Resources Department's discretion, may consist of written affidavit or a physician's statement when appropriate.

15.13 Judicial Leave

Each bargaining unit member shall be granted a leave of absence to appear as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the bargaining unit member. The bargaining unit member will be paid the regular salary less the amount received for witness fees, mileage expense excepted.

15.14 Failure to Return from Leave

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

15.15 Extended Illness Leave

All bargaining unit members shall once a year be credited with a total of not less than one hundred (100) working days of paid sick leave, including days to which ~~s/he is~~ **they are** entitled under Section 45191. Such days of paid sick leave in addition to those required by Section 45191 shall be compensated at not less than fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. This leave shall run consecutively after the use of any available industrial, holiday and vacation leave.

15.16 Medical Release

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

15.17 Jury Duty

The bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty. The bargaining unit member shall be paid the bargaining unit member's regular salary less the amount received for jury duty or witness fees. Any mileage allowance provided the employee for jury duty shall not be included in the amount received for jury duty.

15.18 Civic/Community Offices

The District may grant paid or unpaid leaves of absence to bargaining unit members desirous of voluntarily participating in civic or community activities. Such leave requires prior approval of the District even if absence is to be day to day. Activities subject to this provision include, but are not limited to, elected office, state, county, or, city commission appointments, and Grand Jury appointments.

15.19 Catastrophic Leave Program

The Association and the District agree to create a catastrophic leave bank to provide additional sick leave benefits for enrolled members. Such leave shall be from hours from Chapter 318 bargaining unit members.

Definition: "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because ~~he or she has~~ **they have** exhausted all of ~~his or her~~ **their** sick leave and other paid time off, i.e., Vacation, Floating Holiday, Comp Time or any other accrued time.

- 15.19.1 Purpose: To provide additional paid sick leave benefits for permanent employees who suffer a catastrophic long-term illness or injury, which incapacitates the bargaining unit member or an immediate family member as defined by the collective bargaining agreement.
- 15.19.2 Eligibility: In order to be eligible to participate in the Catastrophic Leave Program, the following must apply:
 - 15.19.2.1 A bargaining unit member must have exhausted all of ~~his/her~~ **their** accrued sick leave, vacation and compensatory time and continue to be absent on account of catastrophic illness or injury.
 - 15.19.2.2 The bargaining unit member must request the leave in writing to the Chapter President and attach a physician statement certifying verification of the catastrophic illness or injury.
 - 15.19.2.3 Participation in the program is voluntary, but the bargaining unit member must have previously become a member of the Catastrophic Leave Program through donation (in accordance with section 15.19.3 below) in order to be eligible to receive its benefits.
 - 15.19.2.4 Newly hired bargaining unit members shall not be eligible to participate in the Catastrophic Leave Program, until the completion of their probationary period. Such employee shall have thirty (30) days following the completion of their probationary period to enroll in the Catastrophic Leave Program. **All permanent bargaining unit members shall have an additional opportunity to**

enroll in the Catastrophic Leave Program during the open enrollment period of July 1 – September 1 of each year.

15.19.2.5 The benefits of this program are limited to a maximum of one hundred twenty-five (125) ~~sixty (60)~~ working days per catastrophic illness or injury. Such leave will be at the bargaining unit member's regular salary. Employee's benefits and employment status shall remain in full effect during this one hundred twenty-five (125) ~~sixty (60)~~ day period.

[Parties agreed to remain status quo 11.7.23](#)

15.19.3 Donations and Utilization: To donate to the Catastrophic Leave Program, bargaining unit employees must:

15.19.3.1 Initial donation: Prior to June 1, 2003, an irrevocable donation form will be provided to all bargaining unit members authorizing a two (2) day deduction of sick leave to be made to the catastrophic leave bank. Following the initial donation, an annual deduction of one (1) day of accrued sick leave will be withdrawn from each participating member's sick leave balance on July 1.

Such day shall be at the bargaining unit member's regular scheduled hours. For example, if an employee regularly works eight (8) hours a day, the donation will be eight (8) hours. If the employee regularly works three (3) hours a day, the donation will be three (3) hours.

15.19.3.2 A member wishing to withdraw from the program must do so in writing during May 1 - May 30, and such member is prohibited from future enrollment in the program. CSEA and the District may meet and negotiate to approve specific open enrollment periods or provisions other than contained above.

15.19.3.3 A member must have at least five (5) days of accrued sick leave after donation. A member shall be able to donate more than the annual donation for participation.

15.19.3.4 In the event that the catastrophic leave bank falls below seven

hundred and fifty (750) hours, the Association can request additional donations on behalf of a qualified bargaining unit employee. Such donations shall be irrevocable and if not used, remain in the catastrophic leave bank.

15.19.4 Committee: A three (3) member committee comprised of the Association Chapter President and two (2) ~~elected~~ members from Chapter 318 negotiation team shall be established to determine the eligibility and authorize the catastrophic leave. The Labor Relations Representative may attend at the request of the committee.

15.19.4.1 The committee shall meet with a representative from the District's Human Resources Department to review and approve all applications for leaves to be charged to the Catastrophic Leave Program.

15.19.4.2 In future years, this committee may determine that the annual assessment in May is unnecessary and will notify the District in writing.

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

15.20 Family Medical Leave Act (FMLA) California Family Rights Act (CFRA)

The District will comply with Federal law pursuant to the Family Medical Leave Act of 1993 (FMLA) and State law pursuant to the California Family Rights Act of 1993 (CFRA).

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