

CSEA

PREAMBLE

This agreement is made and entered into this **January 21, 2004** and between Stockton Unified School District, hereinafter referred to as the District, and California School Employees Association and its Stockton Chapter 318 or its successors, hereinafter referred to as the Association pursuant to Government Code Section 3540, et. seq.

ARTICLE I RECOGNITION

1.1 Acknowledgement

The District hereby recognizes California School Employees Association as the exclusive bargaining representative for all classified employees in Chapter #318, as described in Appendix A. Attachments are made hereto and incorporated by reference as part of this agreement. All newly created positions, except those that are lawfully certificated, management, confidential, or supervisory, shall be assigned to the appropriate bargaining unit. The determination of management, confidential, or supervisory employees shall be by mutual agreement between the District and The Association. In the absence of mutual agreement, disputed cases shall be submitted to the PERB for resolution. The bargaining units described in Appendix A may be expanded to other classes by mutual agreement of the parties, subject to the rules of PERB.

1.1.1 Classification of Chapter 318 Paraprofessionals

1.2 Non Discrimination

The district shall not discriminate against Association bargaining unit members on the basis of race, color, creed, age, sex, sexual orientation, national origin, political affiliation, marital status, physical handicap, veteran status, membership and/or participation in an employee organization or activities as it applies to the language of this agreement.

ARTICLE II EVALUATION AND PROBATIONARY PERIOD/PERSONNEL FILES

2.1 Evaluations and Probationary Periods

- 2.1.1** Evaluations shall be made based primarily upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.
- 2.1.2** Association members of permanent status shall be evaluated once each year thirty (30) days prior to the last working day of the employee. Such evaluation shall consist of an overview of the prescribed period of time.
- 2.1.3** Any bargaining unit member or the Association shall have the right to utilize the grievance procedure regarding violations of the procedural aspects of evaluations arising under the provisions of this article.
- 2.1.4** Every new bargaining unit member of probationary status shall be evaluated in writing at two (2) months and at four (4) months. In lieu of not recommending permanent status at the end of the six-month probationary period, provided the bargaining unit member received one unsatisfactory overall evaluation, the District may, after consultation with Association Representative and bargaining unit member, extend the probationary period up to a maximum of six (6) additional months, with one additional evaluation.
 - 2.1.4.1** The probationary period for promotional positions shall be six months.

2.2 Procedures

- 2.2.1** Employees shall be given the opportunity to review and comment on any evaluation before it is entered into the District personnel file.
- 2.2.2** Association members shall be required to sign all formal written evaluations; however, the signing of such evaluation shall only acknowledge that The Association member has seen the document. The Association member shall receive a copy of the evaluation.
- 2.2.3** If the Association member disagrees with the substance of the evaluation, the Association member shall be able to appeal the substance of the evaluation with the next higher level of supervision.
- 2.2.4** At any meeting between a District representative and an Association member to discuss a negative evaluation, upon request the Association member is entitled to have a CSEA representative present.

2.3 Personnel Files

- 2.3.1** Association members shall be provided with copies of any derogatory written materials and have an opportunity to comment within six (6) working days before it is placed in the Association member's personnel file. The Association member shall be given no more than two (2) hours release time without loss of pay to review and comment on any negative material placed in the personnel file.
- 2.3.2** Any person who places written material or drafts written material for placement in an Association member'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.
- 2.3.3** No disciplinary action shall be taken for any cause which arose prior to the bargaining unit member becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such Association member when it could be reasonably assumed that the Association member should have disclosed the facts to the District.
- 2.4** The personnel file of each Association member shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against a bargaining unit member based upon materials, which are not in the District personnel file.
- 2.5** All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the Association member.
- 2.6** Upon request of a bargaining unit member, derogatory written materials in the personnel file which are more than two (2) years old (other than the official evaluation) will be placed in a sealed envelope. If there is additional derogatory material that is less than two (2) years old, the District representative and the Association representative will meet to determine how to handle the sealing. The envelope may only be opened by the Director of Labor Relations and designated management level staff in the Human Resources Department and a notation will be made on the envelope upon each opening indicating the date, time, name and reason for the opening.
- 2.7** The employee or authorized (in writing) representative may also have access to the material. There are no restrictions placed upon the use of the material other than those otherwise imposed by law. Disputes over the application of this provision may be submitted to the contractual grievance procedure beginning at Level II.
- 2.8** Any bargaining unit member or the Association shall have the right to utilize the grievance procedure regarding violations of the procedural aspects of evaluations arising under the provisions of this article.

ARTICLE III DUES AND SERVICE FEE

3.1 Employee Rights

3.1.1 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.

3.1.2 Accordingly, membership in the Association shall not be compulsory. An Association member has the right to choose, either to become a member of the Association; or, to pay to the Association a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in Section 3.3.5 below. The District will provide payroll deductions for dues for those Association members who chose to be members of the Association.

3.2 Association Members' Obligation to Exclusive Representative

3.2.1 An Association member who does not fall within one of the exempted categories as set forth in Section 3.3.5 below, and who has not voluntarily made application for membership in the Association within thirty (30) days of either the date upon which this Agreement is executed, or the date upon which said Association member has been employed by the District, whichever is later, must, as a condition of continued employment in the District pay annually or monthly to the Association a service fee in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said Association member.

3.3 Definition of Service Fee

3.3.1 The service fee to be collected from non-Association unit members shall be the amount authorized by Section 3540.1 (i)(2) of the California Government Code.

3.3.2 Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section 3.3.6 herein.

3.3.3 Association members on voluntary leave without pay, and Association members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth in 3.2.1 herein must be exercised within the first ten (10) work days upon return to paid status.

3.3.4 Verification of Service Fee by Association

The Association shall submit a copy of the detailed financial report to any Association member who contests the amount of the fee. The report shall be that which the Association must make available to the Public Employment Relations Board pursuant to Government Code Section 3546.5.

3.3.5 Association members exempted from obligation to pay any Association member may be exempted from payment of any service fees to the Association if that person is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting an "employee organization" as defined in Section 3540.1(d) of the Government Code. Such exempt Association members shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to such service fee to the United Way.

The District, upon written request from the Association, shall require such exempt Association member to submit a written affidavit to the Association verifying the existence and nature of the allowable objection to payment of a service fee and in addition, shall require such exempt Association member to submit proof of payment of amount equivalent to such service fee to the organization listed above.

3.3.6 Procedure for Association Members who Contest the Amount of the Service Fee

The parties agree that, in order to provide a uniform definition of the amount of the service fee, any such disputes involving the amount of such fee must first be deferred to the Public Employment Relations Board for determination, provided that the parties have first complied with the other provisions of this Section.

If, at any time, the Public Employment Relations Board determines that some or all of the representation service fees deducted shall be held in escrow pending a determination of the correct amount of the fee, the District will deposit the amount in an interest bearing escrow account. The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by the PERB.

3.4 Payment Method

3.4.1 An Association member may voluntarily sign and deliver to the District a written authorization to deduct the properly established service fee as defined in Section 3.3 above. Upon receipt of a voluntary authorization duly completed and executed, the District will deduct from the pay of Association members and pay to the Association the normal and regular monthly service fee.

- 3.4.2** In the event that a bargaining unit member who is not exempted from payment under Section 3.3.5 does not pay annually the service fee directly to the Association pursuant to Section 3.3.1 or does not voluntarily sign and deliver to the District an authorization pursuant to Section 3.4.1 above, the Association shall request in writing that the District deduct from the pay of the Association member and pay to the Association the normal and regular monthly service fee without the approval of the Association member. In such case, the District shall begin automatic payroll deduction as provided in Education Code Section 45168 for service fee due from the date of ratification of this Agreement or first date of the Association member's employment, whichever is later. There shall be no charge to the Association for such mandatory service fee deductions.
- 3.4.3** Prior to beginning of such payroll deduction pursuant to Section 3.4.2, the Association will certify to the District in writing that the Association member whose pay is to be affected by the deduction has (1) not joined the Association; (2) not voluntarily tendered the amount of the service fee as defined herein; and (3) has not qualified for an exemption under Section 3.3.5 herein. The Association shall also notify the Association member in writing that due to the Association member's failure to fulfill any of the above three (3) requirements the Association has requested the District to begin automatic payroll deduction of the service fee. The Association shall provide the District with a copy of said written notice to the Association member. Thereafter, the District will begin the automatic deductions.
- 3.4.4** The District is under no obligation to make payroll deductions for periods during which a Association member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.
- 3.4.5** Upon the rehiring of any Association member, the District will treat such Association member as a new member for purposes of this article.

3.5 District's Obligation

The District's sole and exclusive obligations under this Article are to notify any Association member who has failed to comply with the provisions of this Article that, as a condition of employment in the District, such Association member must either become an Association member, pay a service fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to Section 3.3.5 of this Agreement, and to make payroll deductions pursuant to Section 3.4.1 or 3.4.2 of this Agreement. Under no circumstances shall the District be required to dismiss any unit member for failure to fulfill the obligations to pay fees established herein.

3.6 Hold Harmless and Indemnity Provision

The Association as defined in this Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, which are actually brought against the District or any of its agents, in connection with the administration or enforcement of any Section in this Agreement pertaining to service fees. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District which were reasonably necessary to defend the District's interests. The District will provide the Association an accounting of the precise costs incurred by the District.

ARTICLE IV ORGANIZATION RIGHTS AND RESPONSIBILITIES

4.1 Access

Bargaining unit members 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 school sites at reasonable times as agreed to by the parties.

4.2 Use of Facilities

The Association and its members shall have the right to make use of District facilities, equipment and buildings at reasonable hours as agreed to by the parties.

4.3 Bulletin Boards

In school sites frequented by bargaining unit members, one bulletin board or section of a bulletin board shall be designated as the official bulletin board available for the Association to post notices of activities and matters of Association concern. The Association may use the District mail service and employee mailboxes for communications to employees. A copy of all material placed on the bulletin board shall be submitted to the principal/site administrator and shall be distributed only by Association representatives.

4.4 Reports

4.4.1 Seniority Rosters

The District shall provide the Association with a Seniority Roster quarterly. The Seniority Roster shall indicate all bargaining unit members' present classification and current work location.

4.4.2 Service Fee Payer List

The District shall provide the Association with a Service Fee Payer List monthly. The list shall include the bargaining unit members' name, social security number, number and amount of deduction, and work location.

4.4.3 Exceptions List

The District shall provide the Association with an Exceptions List monthly. The list shall indicate all bargaining unit member's social security number, name, date of hire, and work location.

4.5 Personnel Files

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

4.6 Right of Review

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

4.7 Board Agenda

The District shall provide the Association three copies of the Board's agenda and three copies of the agenda back-up material for each Board meeting. The materials shall be made available to the Association without cost.

4.8 Delegate Release Time

The District agrees to provide release time without loss of compensation for the Association chapter delegates to attend the Association Annual Conference.

4.9 State Officer Release Time

The District agrees to provide release time for association members who are Association State Officers to conduct necessary Association business without loss of compensation as agreed to by the parties.

4.10 Negotiation Release Time

The members of the CSEA negotiation teams shall be granted release time with pay to participate in contract negotiations with District officials. Negotiations release time shall not exceed 1200 cumulative hours per fiscal year. The Director of Labor Relations shall authorize additional release time hours as required.

4.11 Contract Distribution

4.11.1 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 each bargaining member with the copy of the agreement printed at the District's expense no later than thirty (30) working days from the date the signature page is received.

4.11.2 The District agrees to provide newly hired bargaining unit members a copy of this Agreement, printed at District expense, within seven (7) work days of ratification of their employment by the Governing Board.

4.12 President's Release Time

The Association Chapter President, or designee (s), shall be granted one hundred twenty (120) days of leave over a period of three (3) years to conduct business pertinent to Association affairs. The District shall grant the Association member paid leave for the first thirty (30) days and will continue to bear the cost of all fringe benefits for the full one hundred twenty (120) days. The Association shall reimburse the District for one-half (1/2) the Association member's salary for each day use beginning with the thirty-first (31st) day. The Association shall reimburse the District for the Association member's full salary for each day beginning with the ninety-first (91st) day. The Association Chapter President shall not use job steward release time except when specifically designated as the job steward in advance in writing under the following circumstances due to a vacancy in job steward position, the absence of a job steward, or a request from grievant that President act as job steward on the bargaining unit members behalf.

ARTICLE V JOB STEWARDS

5.1 Assignment of Job Stewards

The Association shall designate job stewards and shall notify the District in writing of their names and the group they represent. Changes in permanent stewards and/or specific alternatives must be designated in advance by written notification to Human Resources Department, except in an emergency.

5.2 Duties and Responsibilities of Job Stewards

5.2.1 A job steward shall be granted a reasonable amount of time to participate in the investigation, preparation, writing, and presentation of grievances. The job steward shall arrange with the grievant's supervisor for a mutually agreeable suitable time to conduct such business. The leave utilization form shall be submitted upon return to the work site when verbal approval is granted. Prior notification to the immediate supervisor/manager/administrator shall be in writing. If a supervisor/manager/administrator is unavailable the steward shall notify the Director of Labor Relations or his/her designee.

Those designees are
Personnel Operations & Equal Employment Compliance Coordinator
Labor Relations Analyst (Assistant to the Director of Labor Relations)

5.2.2 A job steward shall be granted release time with pay to accompany an OSHA representative conducting an on-site walk-around safety inspection of any area, department, division or other subdivision for which the job steward has responsibilities of representation.

5.2.3 Job stewards shall have the authority to file notice and take action on behalf of Association members who give them written consent relative to rights afforded them under this Agreement.

ARTICLE VI DEFINITIONS

- 6.1 "**District Seniority**" is length of paid status in the District from the first day in paid status except for computing seniority for layoff. Summer school selection shall be determined by seniority within the appropriate classification. Seniority for layoff and seniority for summer school selection is determined by hours in paid status in the classification.
- 6.2 "**Notice**" Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent or official designee of written notice, or first class mail notice to the Office of the Superintendent or official designee, and notice to the Association shall be written notice personally delivered to the President of the local chapter or first class mail notice directed to CSEA Stockton Chapter #318 office.
- 6.3 "**Permanent Employee**" is a regular employee who successfully completes an initial probationary period, which shall normally not exceed six work months of service beyond the initial date of employment.
- 6.4 "**Parties**" refers to entities in the Preamble.
- 6.5 "**Substitute Employee**" is an employee who is replacing a classified bargaining unit member absent from the job due to a leave of absence. Such substitute employment may continue for as long as the absent classified bargaining unit member is on leave. Substitute employees shall not be a part of the classified service.
- 6.6 "**Short-term Employee**" is an employee who is employed for less than 195 working days to perform a service for the District. Upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. For purposes of such definition only, the computation of working days shall include days actually worked, vacation, holidays, and sick leave days to which the short-term employee would otherwise have been entitled if employed as a regular member of the classified service. Short-term employees shall not be a part of the classified service and are not entitled to compensation for vacation, holidays, and such leave while serving as a short-term employee.

ARTICLE VII HOURS AND OVERTIME

7.1 Work Year

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 or capricious reasons.

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 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 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.

7.9 Rest Periods

7.9.1 Bargaining unit members who work five-(5) hours or more will receive two-(2) breaks; one fifteen-(15) minute and one 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 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 in addition to the pay for the holiday.

7.12.4 All hours worked on the sixth and seventh 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 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 eight (8) hour daily work schedule after 5:00 p.m. shall be compensated by a 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 40 cents per hour effective July 1, 2000. The rate will change to 50 cents 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 25 cents per hour for all time worked except that an employee who receives differential pay pursuant to 7.12.1 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 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 7.13.2 herein shall not preclude the District from reducing the workweek so as not to exceed 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 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.

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** A 1% off-the-salary schedule, one-time bonus for the 2002-03 school year only based on annual salary for all bargaining unit members.
- 8.1.3** A 1% salary schedule increase on the salary schedule effective July 1, 2003, for all bargaining unit members.

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 ten (10) 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 ten (10) month salary over a twelve (12) month period.

8.4 Mileage

Any bargaining unit member required and authorized to use his or her vehicle on District business shall be reimbursed at the rate per mile allowable pursuant to Internal Revenue Service regulations. The mileage computation shall include mileage necessary to return to the bargaining unit member's normal job site after the completion of District business if required. All claims for reimbursement must be submitted by the fifth 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 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 Professional Growth

The District agrees to maintain its current Professional Growth Program as provided in Appendix C.

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

8.8 Salary Placement For Employee Who Resigns And Is Reemployed

A classified bargaining unit member who resigns after three 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.

8.9 Paraprofessional Increments

8.9.1 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.

8.9.2 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.

8.10 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.

8.11 Longevity

The District agrees to additionally compensate long service bargaining unit members in accordance with Appendix B attached hereto. Effective July 1, 1996, 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 B. Bargaining unit members working four (4) hours or more shall receive the full dollar amount listed in Appendix B.

8.12 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.

8.13 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.

ARTICLE IX EMPLOYEE EXPENSES AND MATERIALS

9.1 **Physical Examinations**

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment. The bargaining unit member may be required to submit a medical release to return to full duty.

9.2 **Employee Achievement Awards**

The District agrees to consider a program of monetary awards for valuable suggestions, service or accomplishments to bargaining unit members under the provision of Education Code Section 44015. The District agrees to develop the program with representatives of the Association within 120 days after ratification of this Agreement.

9.3 **Tools**

The District agrees to provide tools, equipment, and supplies necessary to bargaining unit members for performance of continuing employment duties. If a particular job would result in damage or destruction of personal clothing of bargaining unit employees, the District shall provide coveralls and/or protective clothing. Such expense shall be borne by the District.

9.4 **Hold Harmless**

The District's obligation, as described herein, shall be limited to coverage through the District's blanket, liability insurance coverage. The District shall notify the Association prior to proposing any changes in its liability policy that could adversely affect coverage provided bargaining unit members.

ARTICLE X FRINGE BENEFITS

10.1 Benefit Specifications

The District's health and welfare benefits are provided for bargaining unit members in the unit employed four (4) hours or more per day, and their dependents.

Unless otherwise agreed, the District will offer each eligible member a choice of at least two (2) HMO's and one (1) POS medical plan throughout the term of the Agreement. A financial review of the POS plan will be conducted during the school year and each fiscal year thereafter. The financial review will be completed no later than February 15th. The purpose of the review will be to determine whether to continue with the same POS provider in the subsequent years or to change to another POS provider. No change will be made in the POS provider unless the Association and the District negotiate such a change.

10.1.1 Payments and Continuation of Payments

Upon agreement, or as soon thereafter as feasible, and continuing throughout the term of the Agreement, the District will offer each eligible member a choice of two (2) HMOs and one (1) POS. The District will pay a health benefit allowance (including medical, employee assistance program, vision, chiropractic and dental) of \$570.25 for 2002-03, effective July 1, 2002.

The District will pay a health benefit allowance (including medical, employee assistance program, vision, chiropractic and dental) of \$661.91 effective July 1, 2003.

Each eligible bargaining unit member 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" for the more costly HMO or POS medical plan will be set prior to the beginning of each fiscal year and may increase over the amount for the prior fiscal year.

Each bargaining unit member who selects the more costly HMO or POS medical plan shall be required to complete a payroll deduction authorization form so that the differential amount above the health benefit allowance may be deducted. Failure to execute a payroll deduction form may result in cancellation of insurance for the bargaining unit member and their dependents for non-payment of premiums.

Effective July 1, 2003, any active bargaining unit member eligible for District medical coverage, may elect not to participate in the District's medical plan with proper verification of coverage under a spouse's medical plan. In such case, the District will offer a spousal rebate of fifty percent (50%) of the lowest medical plan rate.

10.2 Dental Insurance

The District will offer each eligible member a dental plan (with orthodontic) that is substantially equivalent to the current dental plan, with no reductions. The plan will be subject to the health benefit allowance. The full annual maximum benefit of Dental coverage is \$1,500 per covered individual.

10.3 Retiree Insurance Coverage:

10.3.1 CSEA members hired prior to July 1, 2003

A bargaining unit member who retires from the District under PERS regulations and who meets the following criteria will receive medical plan coverage for the CSEA member under the District plan until age sixty-five (65) or are eligible for Medicare:

- 10.3.1.1.1 Ten (10) years of District service immediately preceding retirement.
- 10.3.1.1.2 Retire between the ages of fifty-five (55) and sixty-five (65).
- 10.3.1.1.3 Retire on or after October 27, 1980.

Any qualified CSEA member will have the same right as active employees to select a more costly medical plan and will be obligated to pay the full difference above the least expensive plan.

10.3.2 CSEA members hired after July 1, 2003

Any qualifying CSEA member who retires from the District under PERS regulations and who meets the criteria in 10.3.1 will receive the same medical plan options for the CSEA member as active CSEA members. Any qualifying CSEA member who retires from the District under PERS regulations will be required to make a proportional payment for the medical plan. CSEA and the District reserve the right to mutually amend or modify this benefit in the future for current or future CSEA members. This benefit will last until the age of 65 or until the CSEA member is eligible for Medical/Medicare, whichever comes first.

10.4 Mental Health/Chemical Dependency Program

Unless otherwise agreed, the District will offer each eligible member a managed mental health/chemical dependency program through the HMO or POS if selected. The plan will be subject to the health benefit allowance.

10.5 Vision Care

The District will offer each eligible member a vision plan. The plan will be subject to the health benefit allowance.

ARTICLE XI HOLIDAYS

11.1 Scheduled Holidays

The District agrees to provide all employees in the bargaining unit with fifteen (15) paid holidays, plus one additional floating holiday in accordance with Section 11.1.15

- 11.1.1 New Year's Day - January 1
- 11.1.2 Martin Luther King Day - As legally designated
- 11.1.3 Lincoln's Day - As legally designated
- 11.1.4 Presidents' Day - Third Monday in February
- 11.1.5 Spring Vacation Day - Friday of the week of Spring Recess
- 11.1.6 Memorial Day - Last Monday in May
- 11.1.7 Independence Day - July 4
- 11.1.8 Labor Day - First Monday in September
- 11.1.9 Veterans' Day - November 11
- 11.1.10 Thanksgiving Day - The Thursday proclaimed by the President and the following Friday.
- 11.1.11 Christmas Eve - December 24
- 11.1.12 Christmas Day - December 25
- 11.1.13 Day after Christmas - December 26
- 11.1.14 New Year's Eve - December 31
- 11.1.15 Floating Holiday
One additional holiday designated as a floating holiday shall be granted to employees in the bargaining unit on a date to be selected by the bargaining unit member with the approval of the supervisor which, if elected by the bargaining unit member, will provide for at least three (3) consecutive days off. In subsequent years of this Agreement, it will be a floating holiday unless otherwise agreed to by the parties.

11.2 Additional Holidays

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 a paid holiday for all bargaining unit members. Such determination shall rest with the Governing Board.

11.3 Holidays on a Saturday or Sunday

- 11.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

11.3.2 Any bargaining unit member who is required to work a work week other than Monday through Friday, or if such bargaining unit member consents to a work week including Saturday or Sunday or both and as a result loses a holiday, that bargaining unit member shall be provided a substitute holiday or compensation in the amount the bargaining unit member would have been entitled to had the holiday fallen within his/her normal work schedule.

11.3.3 The operation of this Section shall not cause any bargaining unit member to lose any of the holidays clearly indicated in this Article.

11.3.4 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 bargaining unit members.

11.3.5 Holiday Eligibility

Except as otherwise provided in this Article, a bargaining unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

11.3.5.1 Bargaining unit members who are not normally assigned to duty during the school holidays of December 24, December 25, December 26, December 31, January 1, or Spring Vacation Day, shall be paid for those holidays provided that they were in a paid status during the working day of their normal assignment immediately preceding or succeeding the holiday period.

11.3.5.2 Bargaining unit members who are not normally assigned duty immediately before or after the July 4th holiday, and who are nonetheless in paid status on the working day immediately preceding or succeeding the July 4th holiday shall be paid for the holiday.

ARTICLE XII VACATION PLAN

12.1 Eligibility

Bargaining unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 to June 30 when completing fifty percent (50%) of the month worked.

12.2 Paid Vacation

12.2.1 Bargaining unit members, other than twelve (12) month employees, whose services are not required during the winter and spring recesses shall take their paid vacation at these times. Employees may take the remainder of their paid vacation during any other days, upon mutual agreement, in accordance with Section 12.8.4.2 of this agreement. Any remaining vacation shall be paid at the bargaining unit member's regular hourly rate of pay, in accordance with Section 12.8.4.2 of this agreement.

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. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.

12.2.1 All vacation time earned by bargaining unit members working less than twelve (12) months shall be taken during the fiscal year in which it is earned, unless a carry-over is approved by the Superintendent of Schools.

12.3 Accumulation

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

12.3.1 From the first month of service through the first year of service, vacation shall be earned and accumulated at the rate of 1.00 days of vacation for each month of service, not to exceed twelve (12) days per fiscal year.

12.3.2 Commencing with the second through fifth year of service, vacation shall be earned and accumulated at the rate of 1.25 days of vacation for each month of service, not to exceed fifteen (15) days per fiscal year.

12.3.3 Commencing with the sixth through tenth year of service, vacation shall be earned at the rate of 1.50 days of vacation for each month of service, not to exceed eighteen (18) days per fiscal year.

12.3.4 Commencing with the eleventh through the fourteenth year of service, vacation shall be earned at the rate of 1.75 days of vacation for each month of service, not to exceed twenty-one (21) days per fiscal year.

12.3.5 Commencing with the fifteenth year of service, one additional day of vacation shall be granted and one additional day shall be accumulated for each five- (5) additional years of service through the twenty fourth year of service.

12.3.6 Commencing with the twenty-fifth year of service, employees shall be entitled to an annual vacation of twenty-eight (28) days.

12.3.7 Maximum Vacation Earnings Per Year of Service

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

12.4 Vacation Pay

Pay for vacation days for all bargaining unit members shall be the same as that which the bargaining unit member would have received had (s)he been in a working status.

12.5 Vacation Pay Upon Termination

When a bargaining unit member is terminated for any reason, (s)he shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination. If a bargaining unit member has utilized vacation to cover Winter and/or Spring Recess or for any other reason and such utilization results in a deficit vacation balance, the bargaining unit member's final pay warrant will be reduced by a sufficient amount as to reimburse the District for advanced vacation pay.

12.6 Vacation Postponement

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

12.7 Vacation Carryover

Vacation time earned by bargaining unit members working twelve (12) months shall be taken before December 31 of the following fiscal year, unless carry-over is requested by the employee and is approved in writing by the Superintendent or designee. If the requested

carry-over is denied, earned unused vacation time shall be compensated at the employees regular hourly rate of pay no later than February 15th.

12.7.1 Exceptions to Section 12.7

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. If a bargaining unit member does not elect to carry over the above referenced days, any unused earned vacation time shall be compensated at the bargaining unit members regular hourly rate of pay no later than February 15th. If the bargaining unit member elects to carry over and is unable to use by June 30th, the bargaining unit member shall be compensated at bargaining unit members regular hourly rate of pay no later than July 30th.

12.8 Vacation Scheduling

12.8.1 Vacations shall be scheduled at the convenience of the District, and as nearly as possible at the convenience of the bargaining unit member. All summer vacation schedules shall be arranged for all bargaining unit members and reviewed with the immediate supervisor prior to June 1.

12.8.2 A bargaining unit member who works twelve (12) months shall request vacation five (5) days in advance. Vacation shall be scheduled at times requested by bargaining unit employees so far as practicable with the District's work requirements, and within the District guidelines under 12.2 of this agreement. Earned but unused vacation days may be taken for urgent, unforeseen circumstances upon approval by the responsible administrator.

12.8.3 If there is a conflict between bargaining unit members who are working on the same or similar operations as to when vacations shall be taken, the bargaining unit member with the greatest District seniority shall be given preference.

12.8.4 Bargaining unit members who are employed for less than a twelve-month work year shall take all earned vacation during the school year of accrual. Vacation shall be scheduled as follows

12.8.4.1 Workdays during the winter and spring recesses shall be utilized as vacation days.

12.8.4.2 Vacation days not used to cover the winter and spring recess periods shall be scheduled as follows

12.8.4.2.1 The bargaining unit member will be given projected vacation entitlement at the beginning of the school year and shall submit a schedule of requested vacation dates by the end of September. If the employee fails to submit a schedule, a conference will be held with the employee and responsible administrator to attempt to schedule the projected vacation entitlement.

12.8.4.2.2 The supervisor will consider the request and either approve it as submitted or schedule a conference within ten (10) working days. At the conference, the supervisor and bargaining unit member will attempt to agree on a vacation schedule. If they cannot do so, then the vacation days that can be scheduled will be and the bargaining unit member will be compensated for unused vacation at the end of the school year.

12.8.4.2.3 Once scheduled, the bargaining unit member shall take the vacation except by specific, advance approval by the supervisor.

12.8.4.2.4 Unscheduled days may only be taken if requested at least five (5) working days in advance and approved by the supervisor except that earned vacation days may be taken for urgent, unforeseen circumstances upon approval by the responsible administrator without the five (5) day notice.

12.8.4.2.5 Any accrued vacation remaining at the end of the school year shall be paid at the bargaining unit member's regular hourly rate of pay.

12.9 Interruption of Vacation

12.9.1 Bargaining unit member 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 bargaining unit member supplies immediate notice to his/her supervisor of such interruption or termination.

Vacations shall be rescheduled at times requested by bargaining unit member so far as practicable within the District's work requirements.

12.9.2 Verification of medical confinement shall be provided upon request.

ARTICLE XIII TRANSFER/PROMOTIONS

13.1 Definitions

13.1.1 Transfer

For purposes of this Article, a "lateral transfer" shall consist of a change in work location of a bargaining unit member from one work site to another work site within the same classification, same hours, and same pay, within the District. Such a transfer does not encompass the process of assignment or reassignment of a specific position and responsibilities within the department or work location. A bargaining unit member assigned to more than one work site shall be considered as being transferred only when moved from one District-wide program to another program. A transfer may be initiated by a bargaining unit member ("voluntary") or by the District ("involuntary").

13.1.2 Promotional Opportunities

For purposes of this Article, a "promotional opportunity" shall consist of the upgrading of a bargaining unit member from one classification to a position in a classification with a higher salary range or an increase in days per year in the employee's current classification.

13.1.3 Increase in Hours

For purposes of this Article, an "increase in hours" shall consist of the increase in the employee's hours per day within the same classification within the District. Bargaining unit members applying for a vacancy, which results in an increase in hours per day, shall not be subject to the requirements of Section 13.7.

13.1.4 Vacancy

For purposes of this Article, a "vacancy" is a new position, an opening arising from a resignation, retirement, or termination, or as a result of a voluntary transfer, or any position which is not committed for purposes of leaves, unresolved involuntary transfers, or layoffs.

13.1.4.1 The District may fill any vacancy on an interim basis for a period not to exceed seventy-five (75) calendar days. Any such interim appointments shall be listed pursuant to section 13.2.1 along with the reasons for the appointment.

13.1.4.2 A bargaining unit member may not apply for a transfer or promotion under this Agreement until permanency in his/her initial classification has been achieved.

13.2 General Provisions

13.2.1 The District will provide the Association and Stockton Chapter 318 with a monthly list of all positions filled by substitute or short-term employees. The list will identify the person on leave or the nature and expected duration of the short-term project.

13.2.2 Any bargaining unit member on authorized leave or on the reemployment list may authorize an Association job steward to file on behalf of the bargaining unit member any applications or written materials required by this article

13.2.3 When a new classification is created by the District, the District and the Association shall meet and negotiate all matters within the scope of representation.

13.3 Interim Appointment

13.3.1 The District agrees to provide an opportunity for qualified bargaining unit members to work in “acting status” in preference to hiring substitutes from outside the bargaining unit for interim appointments. Interim appointments shall include vacancies or unpaid leaves of absences of three (3) months or more created by permanent, regular employees who have been granted any leaves under this Agreement. A bargaining unit member who wishes to work in an “acting status” must notify the Human Resources Department within ten (10) days of the interim appointment being posted at all work sites. If two (2) or more bargaining unit members wish to work in an acting status for the same position, the employee with the greatest District seniority will be selected. A bargaining unit member may work in an “acting status” only once during each fiscal year, unless all employees in a classification who wish to work in acting status have been allowed the opportunity to do so and the list has been exhausted. Interim appointments or substitutes hired to replace such bargaining unit members in their regular positions shall not fall under the seventy-five (75) day restriction of Section 13.1.4.1 because no vacancy is thereby created.

13.4 Vacancy Procedures

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

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

- 13.4.1.2 The District shall complete necessary involuntary transfer.
- 13.4.1.3 The District shall offer the position to those bargaining unit members with the same classification and a lesser number of regularly assigned hours. The applicant with the greatest District seniority within the classification shall be given the vacant position provided the most recent evaluation on file has an overall meets or exceed standards.
- 13.4.1.4 The District shall complete all requests for lateral transfers in accordance with Section 13.5.
- 13.4.1.5 The District shall complete all requests for promotions in accordance with Section 13.7.

13.5 Lateral Transfers

- 13.5.1 Notices of vacancies shall be posted simultaneously for at least ten (10) working days on the bulletin board in the District's administrative offices and at each work site during the regular school year. Advertisement of in house/outside applicants will be at the same time. In house applicants shall be processed first in accordance with Section 13.4. Such notices shall be posted as soon as the District determines that a vacancy exists and shall include the position description, location and other special requirements. A copy of the vacancy notices shall be forwarded to the Association president.
- 13.5.2 The request for a lateral transfer shall be sent to the Personnel Department. The bargaining unit member may attach any additional information to the District form that he/she desires.
- 13.5.3 The District shall interview permanent bargaining unit members who request a lateral transfer. The District shall select the most qualified applicant provided the applicant's most recent evaluation on file has an overall "meets standards" rating. ("Overall" means that the Summary Evaluation is "Meets Standards"). If only one employee applicant applies for a lateral transfer, the employee and the site administrator/manager/teacher, as applicable shall meet. The lateral transfer shall be granted to that employee applicant upon mutual agreement.
- 13.5.4 The District shall notify the bargaining unit member requesting transfer, in writing, of the District's acceptance or denial of the request. The District shall provide written reasons for not granting the transfer request within ten (10) working days if so requested in writing by the bargaining unit member.
- 13.5.5 Only one (1) lateral transfer may be granted per bargaining unit member in any one- (1) year from the date of the transfer.

13.6 **Involuntary Transfers**

13.6.1 An involuntary transfer may be initiated by the District and shall be based exclusively on the work-related needs of the District and will not be for disciplinary or capricious reasons. A bargaining unit member shall not have his/her assigned hours reduced, or shift changed, as a result of the District-initiated transfer, but shall be constituted only by mutual agreement with the Association and concurrence of the bargaining unit member.

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The above language is intended to permit the District to transfer an employee, without the employee's consent, unless the transfer would reduce the employee's hours or change his/her shift.

13.6.2 In the event that circumstances require that a bargaining unit member be transferred on an involuntary basis, the bargaining unit member and The Association shall be informed of the reason(s) in writing prior to such action and shall be afforded an opportunity to meet with the Personnel Department regarding the proposed transfer.

13.7 **Promotional Opportunities**

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

13.7.2 If the bargaining unit member meets the minimum qualifications for the vacancy, the bargaining unit member shall be considered for an interview. Only the ten- (10) most highly qualified applicants will be granted an interview. The Personnel Department shall determine whether or not a bargaining unit member meets the minimum qualifications based upon the appropriate job description for the position. If a bargaining unit member is not selected for an interview, the District, shall within ten (10) working days, notify the employee in writing of the reasons(s) the employee was not selected for an interview.

13.7.3 If more than four (4) applicants who are minimally qualified are current bargaining unit members, then the District will not obtain applicants from other than current bargaining unit members for any one position. In such instances, the District shall select on the basis of time in related classifications and qualifications. If four or less applicants are received from the list of current employees the District may interview non-employee applicants. Selection shall be based upon qualifications.

ARTICLE XIV LAYOFF AND REEMPLOYMENT

14.1 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 a thirty (30) calendar days' notice shall be given to the bargaining unit member. The Board of Trustees will take action in public session in the form of a resolution or Board action. A termination interview with the Human Resources Department shall be scheduled during normal work hours.

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

14.3 Layoff Procedures

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

14.3.2 Whenever because of lack of work or lack of funds, it becomes necessary to lay off permanent or probationary bargaining unit members, such layoffs shall be conducted in accordance with procedures set forth in Education Code 45298 and 45308. The names of bargaining unit members laid off shall be placed on reemployment lists in the reverse order of layoff and such eligibility shall continue for 39 months from the date of layoff.

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

14.3.4 Probationary and permanent bargaining unit members shall be notified in writing at least 30 calendar days prior to the date of layoff and the notice shall contain the reason therefor.

14.3.5 In lieu of layoff, a bargaining unit member 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.

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

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

14.3.5.3 Any bargaining unit member 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.

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

14.4 Reemployment Rights

14.4.1 Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed 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 39 months.

14.4.2 Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or 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 24 months provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

14.4.3 Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the bargaining unit member, 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.

14.4.4 A bargaining unit member 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 bargaining unit member shall be considered unavailable.

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

14.4.6 Bargaining unit members on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.

14.4.7 Any Association 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.

14.5 Seniority Rights

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

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 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 out of state. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, foster parent, step-parent, step-son, step-daughter, foster son, foster daughter, aunt, uncle or any relative living in the immediate household of the bargaining unit member.

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

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

15.2 Military Leave

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

15.3 Sick Leave

Bargaining unit members shall be granted one (1) day of sick leave credit for each calendar month in which they perform assigned duties for more than fifty percent (50%) of the regular 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 day of the calendar month after completion of six months of active service with the District.

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

15.4 Industrial Accident And Illness Leave

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

15.4.1 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

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

15.4.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a bargaining unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of exhaustion of benefits under this Section, (s)he shall be entitled to use only so much of his/her accumulated and available normal sick leave, which, when added to the Worker's Compensation award, provides the employee's regular salary.

15.4.3.1 During all fully paid leaves of industrial accident or illness, the bargaining unit member shall endorse to the District any wage loss benefit checks received under the Worker's Compensation Laws of this state.

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

15.5 Break in Service

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

15.5.1 No period of unpaid absence of less than 120 calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.

15.5.2 All time during which an individual is on an approved unpaid leave or on a thirty-nine-- (39) month reemployment list due to layoff shall not constitute a break in service. During such time, the bargaining unit member will not accrue vacation, sick leave, holidays, or other leave benefits.

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

15.6 Personal Necessity Leave

Seven (7) days of 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 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 72 hours after the return of the employee to regular duties. Days of leave taken under this Section shall be deducted from the entitlement of sick leave at the rate of one-half (1/2) day per day of emergency leave. A total of four (4) emergency leave days may be authorized.

15.8 Child-rearing Leave

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

15.9 Adoption 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

When a bargaining unit member employed is absent from his/her 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 bargaining unit member, the amount deducted from the salary due him/her for any month in which the absence occurs shall be the lower of either the sum which is actually paid a substitute employee or Step "A" of the absent bargaining unit member's salary class. Entitlement to 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 of the Education Code if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, vacation, or other available paid leave has been exhausted.

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.

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.

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

15.19.2 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 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 30 days following the completion of their probationary period to enroll in the Catastrophic Leave Program.
- 15.19.2.5 The benefits of this program are limited to a maximum of one hundred twenty-five (125) 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 125-day period.

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 hours. If the employee regularly works three hours a day, the donation will be three 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 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 five (5) member committee comprised of the Association Chapter President and two (2) elected members from Chapter 318 negation team shall be established to determine the eligibility and authorize the catastrophic leave (Chapter 318's committee members shall be comprised of two elected members of the negotiating team with one alternate).

15.19.5.1 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.

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

15.19.5.3 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).

ARTICLE XVI LEAVE OF ABSENCE FOR RETRAINING AND EDUCATION

- 16.1** A leave of absence for retraining and education may be granted to any bargaining unit member upon written verification of participation in a program.
- 16.2** Such leave of absence may be taken in separate six (6) month periods or in any other appropriate period rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 16.3** Study leave cannot be granted to an individual who has not served at least three (3) consecutive years within the District immediately preceding granting of the leave.
- 16.4** No more than one study leave of absence shall be granted in each three- (3) year period.
- 16.5** Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
- 16.6** No more than one retraining leave of absence shall be granted in each three- (3) year period.
- 16.7** The District shall prescribe standards of service, which shall entitle the bargaining unit member to the leave of absence.
- 16.8** Any leave of absence granted under this policy shall not be deemed a break in service for any purpose except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this type of leave, nor shall the bargaining unit member earn vacation pay, sick leave, holiday pay, or other benefits provided under this agreement.

ARTICLE XVII DISCIPLINARY PROCEDURES

17.1 For Just Cause Discipline

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

17.2 Cause For Suspension Or Termination Cause For Discipline Shall Include

- a) Incompetency or inefficiency;
- b) Excessive absence and/or repeated tardiness without authority or sufficient reason;
- 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, pupils, or employees of the District;
- l) 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 bargaining unit members 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;

- 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.

17.3 Procedure For Suspension, Demotion or Termination

17.3.1 Preliminary Written Notice

17.3.1.1 A permanent bargaining unit member shall receive a 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 the disciplinary action will be effective.

17.3.1.2 Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.

17.3.1.3 The bargaining unit member shall have the right to respond either orally or in writing within a specified reasonable time to the superintendent or superintendent's designee. The superintendent's designee shall not have conducted the investigation or have made the initial recommendation for disciplinary action. 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.

17.3.2 Notice Of Suspension Or Dismissal

17.3.2.1 A permanent bargaining unit member 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 bargaining unit member, unless specified otherwise by the District.

17.3.2.2 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 bargaining unit member, 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. No more than twenty (20) working days after submitting a demand for hearing, the employee, through his/her representative, shall select an arbitrator from the list provided by the District as set forth in section 17.3.5.1. Failure to select an arbitrator within twenty (20) working days after receipt of the list shall constitute withdrawal of the appeal.

17.3.3 Administrative Leave

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

17.3.4 Sex Or Narcotics Offenses

Compulsory Leave

Any bargaining unit member 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 Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges pursuant to Education Code Section 45304.

17.3.5 Appeal Procedure

17.3.5.1 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 selected by the bargaining unit member and the Association from a list of five arbitrators provided by the district.

17.3.5.2 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.

17.3.5.3 Rights of Employee

The bargaining unit member 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 bargaining unit member;
- d) Cross-examine all witnesses;
- e) present such evidence Hearing Authority deems necessary;
- f) argue the case.

17.3.5.4 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 admission 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.

17.3.5.5 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 their respective counsel. When hearing testimony on conduct which may bring disrepute to persons other than the accused bargaining unit member, all persons not having a direct interest in the hearing may be excluded.

17.3.5.6 Burden of Proof

The burden of proof shall be upon the party attempting to substantiate the charges.

17.3.5.7 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 conclusions, 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.

17.3.5.8 Report Of Hearings

Hearings may be conducted without stenographic reporter or electronic recording machine unless the bargaining unit member requests in writing, at least three (3) full business days before the day set for the hearing, that such hearing be reported or recorded and pays the cost or fee for such reporting or recording.

17.3.5.9 **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.

17.3.5.10 **Request for Continuance**

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 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

ARTICLE XVIII GRIEVANCE PROCEDURE

18.1 Definition

A grievance is a dispute regarding the interpretation, application, or violation involving a specific term or provision of this collective agreement. A grievant is either a bargaining unit member directly affected by the dispute or the Association on behalf of a specifically named bargaining unit member who otherwise qualifies as a grievant.

18.2 Preliminary Step - Solution of Potential Grievance

Prior to the utilization of the grievance procedure, the bargaining unit member must discuss any problem in an informal conference with his/her immediate supervisor and/or responsible administrator. This shall be arranged by the supervisor and/or the responsible administrator at a mutually convenient time. Other persons may be present at the request of the bargaining unit member.

18.3 Grievance Procedure

18.3.1 Level I

In the event the matter is not resolved at the informal conference, the bargaining unit member may present a grievance in writing to the administrator with immediate administrative responsibility for the position to which the bargaining unit member is assigned.

18.3.1.1 If presented in writing, the grievance shall be on the form provided by the District. All pertinent information should be supplied.

18.3.1.2 The written grievance shall be presented within forty-five (45) calendar days after the bargaining unit member knows or should reasonably have known of the occurrence which gives rise to the dispute.

18.3.1.3 Either party may request a personal conference within five (5) working days of the receipt of the grievance by the supervisor.

18.3.1.4 If a conference is requested, such conference shall be held within ten (10) working days of such request, to be arranged by the supervisor at, a mutually convenient time. The supervisor shall present an answer in writing to the grievant

within ten (10) working days of the conference or fifteen (15) working days after receipt, whichever is later.

- 18.3.1.5** If no answer is received within the time limit established, the grievant may appeal to Level II.

18.3.2 Level II

If satisfactory settlement cannot be obtained at Level I, the grievant may appeal the decision on the form provided by the District to the Superintendent's office or designee within ten (10) working days after receiving the Level I answer.

- 18.3.2.1** A conference may be requested by either party and shall be held with the grievant within ten (10) working days of the receipt of the Level I appeal. This conference shall be arranged at a mutually convenient time. The Level I administrator may also be present at the conference.

- 18.3.2.2** The Superintendent of Schools or the authorized designee may present an answer to the grievant in writing within fifteen (15) working days after the date of the conference.

- 18.3.2.3** If no answer is received at Level II within the time limit established, the grievant may request that the Association pursue the matter to Level III.

18.3.3 Level III

If satisfactory settlement cannot be obtained at Level II, the decision may be referred to an arbitrator within twenty (20) working days or by agreement of the parties.

- 18.3.3.1** The arbitrator shall be selected from a list to be provided by the California State Mediation and Conciliation Service. The manner of selection shall be by alternate strike by the District and The Association until only one name is left. The order of the striking shall be determined by the flip of a coin.

- 18.3.3.2** 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.

18.3.3.3 The arbitrator's recommendation shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted unless agreed to by the parties.

18.3.3.4 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 the terms of this agreement or which adds to, subtracts from, or modifies any of its terms.

18.3.3.5 The cost of any arbitrator including any transcripts will be mutually borne by the parties.

18.4 General Provisions

18.4.1 The grievant must be personally present at each level of the grievance procedure.

18.4.2 The grievant may request a representative at any stage in the grievance procedure. Such representative shall normally be limited to one person at all levels.

18.4.3 All conferences and investigations by or on behalf of the grievant pursuant to this procedure, shall be conducted outside of the time the grievant or other persons involved are responsible for students.

18.4.4 The date of receipt of each writing required pursuant to this procedure shall be determined as follows:

18.4.4.1 The date such writing is personally delivered to the recipient or the day after such writing is deposited in the United States certified mail, addressed to the recipient at his/her last known home address.

18.4.4.2 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.

18.4.5 The presence of advisors may be requested at any stage of the procedure by the administrator hearing the grievance or the grievant.

18.4.6 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 which constitute a separate grievance beyond those originally presented shall not be introduced at any succeeding level.

- 18.4.7** 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.
- 18.4.8** The parties can agree to suspend any time lines during the summer or off track time periods.
- 18.4.9** 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 the right to appeal directly to the Superintendent or designee.
- 18.4.10** Resolution of an individual grievance shall be deemed to rectify the grievance only and shall not necessarily be deemed as establishing precedent.
- 18.4.11** Disposition of grievances shall not be used in the evaluation of bargaining unit members. A grievant may terminate a grievance at any time.
- 18.4.12** Materials utilized in this procedure which were contained in a bargaining unit member's personnel file shall be returned to said file without indication or notation of its use herein.
- 18.4.13** The grievance procedure as presented in this article must be utilized unless portions are waived by consent of the parties.
- 18.4.14** Group grievances may be filed if each grievance involves the same contract provision(s) and the grievance involves the same or related facts and conditions. Group grievances that involve bargaining unit members with different immediate supervisors may be filed at Level II.
- 18.4.15** The District and bargaining unit members will annually hold a training session for Job Stewards and selected managers on the grievance procedures and process.

ARTICLE XIX WORKING CONDITIONS

19.1 Licenses

Bargaining unit members whose initial employment and continued employment require a specific license are required to maintain a valid license at their own expense and on their own time. When a new licensing requirement is imposed by law, the District will pay the additional cost of this new requirement only for current employees on a one-time basis.

19.2 First Aid And CPR Certificates

The District will release current employees from assigned duty on a one time only basis to take the courses required for First Aid and CPR Certificates. Release time will not be available for recertification for First Aid and CPR. The cost of the course is at the employee's own expense. The District will facilitate the scheduling of First Aid and CPR courses for employees. A target date of June 30, 1992, is established for employees who are required to be certified in First Aid and CPR to obtain valid certificates. The parties agree to meet promptly thereafter to discuss further implementation of the First Aid and CPR requirements. New employees and employees promoted to positions requiring First Aid and CPR certificates will have 6 months to obtain valid certificates, at their own expense with no release time provided.

19.3 Compensation For Required Training

An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue employment in a position as directed by the District shall receive compensation as follows

19.3.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which (s)he is entitled.

19.3.2 When the training occurs at any time other than during the employee's regularly assigned working hours, the employee shall be paid in accordance with the Hours and Overtime provisions of this Agreement.

ARTICLE XX SAFETY CONDITIONS OF EMPLOYMENT

- 20.1** The District and the Association shall cooperate in establishing a safety-training program and maintaining safe and healthful working conditions for bargaining unit members. The District shall not require bargaining unit members to be subjected to unsafe conditions. Should a bargaining unit member feel that an unsafe or unhealthy condition exists, the bargaining unit member shall inform the supervisor and/or principal. The supervisor and/or principal shall take whatever steps may be required for the District to meet its obligation to comply with federal, state, or local standards including safety measures rendering protection from bodily harm. The parties recognize the need to work cooperatively in correcting unsafe conditions.
- 20.2** The District, shall provide safety equipment to Association members where required.

ARTICLE XXI CONTRACTING AND BARGAINING UNIT WORK

21.1 Restrictions

Restriction on Contracting Out/Volunteers During the life of this Agreement, the District agrees that it will not contract out work, which has been customarily and routinely performed by bargaining unit members except in accordance with this Agreement unless negotiated with the Association in accordance with law.

21.2 Notice to The Association

Consistent with 21.1, the District shall notify the appropriate chief job steward and the Chapter President of its intent to contract out bargaining unit work, providing at least ten (10) days prior notice. If the Association desires to negotiate it will make such request within five (5) working days of receipt of the notification. This in no manner waives the Association's rights under section 21.1. The notification from the District will be substantially complete and will include relevant and necessary information.

21.3 District and the Association Obligations

- a) Volunteer projects are those projects proposed to be done by volunteers from the school or local community. Volunteers will not be used in lieu of employing bargaining unit members.
- b) The use of volunteers shall be jointly monitored by the Association and District to insure that work previously assigned to bargaining unit members who are laid off, have reduced hours, or whose work year is reduced, is not performed by non-bargaining unit members.

ARTICLE XXII SEVERABILITY

22.1 Savings Clause

If during the life of this Agreement, there exists any applicable law or rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

22.2 Replacement for Severed Provision

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet within thirty (30) days after such determination for the purpose of arriving at a satisfactory replacement for such article or section.

**ARTICLE XXIII RELATIONSHIP OF AGREEMENT
TO BARGAINING OBLIGATION**

- 23.1** It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiations.
- 23.2** During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE XXIV MANAGEMENT RIGHTS

- 24.1** It is understood and agreed that the District retains all of its powers and authority to direct manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to determine its organization; direct the work of its bargaining unit members; determine the times and hours of operation; determine the type and level of services to be provided and the method and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and type of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; and determine the methods of raising revenue. In addition, the district retains the right to hire, assign, classify, evaluate, promote, layoff, terminate, and discipline employees.
- 24.2** The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 24.3** Professional Attire

The District believes that since classified staff serve as role models and so they should maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming. After consultation with the Association, professional attire standards may be established by each individual school site and/or department. The District believes it has an inherent management prerogative to establish dress codes, and, by adopting this Policy, the District does not waive its right.

Intent

It is not the intent of this article to tell individual employees what to wear. Instead, it is the intent of this Policy to deal with situations of inappropriate attire. Any bargaining unit member, or the Association, or a group of employees who have concerns regarding the application or administration of this Policy may address those concerns through the grievance procedures in this collective bargaining agreement. The professional attire provision shall sunset without conditions on June 30, 2005.

This article section does not apply to bargaining unit members who wear uniforms.

ARTICLE XXV NO STRIKE/NO LOCKOUT

- 25.1 During the term of this Agreement, the Association agrees not to engage in a strike, work stoppage, slowdown, or picketing in furtherance thereof. During the term of this agreement, the District agrees not to engage in a lockout.

ARTICLE XXVI YEAR-ROUND ELEMENTARY SCHOOLS

Year Round Elementary Schools Bargaining unit members at Year Round Elementary Schools (YRS) shall be covered by all provisions of the agreement with the specific modifications that follow. Refer to the YRS Side Letter Effective July 1, 1999, in the Appendices section of this contract.

26.1 Assignment

The first option to work the newly extended 12-month positions in the initial year of YRS at a site shall be given to bargaining unit members currently employed at that YRS school site and shall be based on seniority within class. In the event two (2) or more bargaining unit members have identical site seniority within classification, the decision shall be based on district seniority. If a tie still exists, the decision shall be made by lot by a District representative.

26.1.1 If no bargaining unit members currently at the YRS school site chooses to work in the YRS program, the positions shall be posted in accordance with the regular posting procedure in Article XIII of the agreement.

26.1.2 Any present bargaining unit member at a YRS site who declines a 12-month position in the initial year at a YRS site shall be placed in a vacant 10-month position as available in the same classification and in the same number of hours at a different site.

26.2 Vacancies

Any subsequent vacancy that occurs at a YRS site shall be posted in accordance with the regular posting procedures in Article XIII of the contract.

26.3 Increase in Hours

Any increase in hours at a YRS site will be governed by Section 7.5 of the agreement.

26.4 Substitution

26.4.1 YRS bargaining unit members in an off-track status will be permitted to substitute up to fifteen (15) days of any off-track period. Bargaining unit members wanting to work this additional time will complete a form for this purpose in the Human Resources Department.

26.4.2 YRS bargaining unit members who are off-track shall be given the first right of refusal for; 1) any substitute paraprofessional position in a special education class where the practice is to obtain a substitute; and 2) any

paraprofessional vacancy if the principal determines a substitute is needed. This substitute time shall be distributed equitably among YRS bargaining unit members who apply based on seniority in classification, date application is received in the Human Resources Department, site seniority, District seniority, lot.

26.4.3 YRS bargaining unit members at a YRS site shall also be given the first right of refusal for extra time at their own YRS site. This extra time will not extend the workday or work year of the employee involved in accordance with Section 7.4.

26.4.4 YRS bargaining unit members who are off-track shall also have the right to be considered, along with other bargaining unit members based on seniority in classification, as substitutes for, 1) paraprofessionals in summer school and 2) any other classifications for which the bargaining unit member meets the minimum qualification (such as clerical, custodial substitute positions).

26.4.5 YRS bargaining unit members who work additional hours during the off-track periods in their regular classification will be paid at their regular rate of pay. Bargaining unit members who work additional hours during their off-track periods in a different classification will be paid at the substitute (Step A) rate for that classification.

26.5 Holidays

All YRS bargaining unit members shall receive a full fifteen (15) paid holidays plus one (1) paid floating holiday per year as provided in Section 11.1.

26.6 Vacation Scheduling

The procedures set forth in Section 12.8.4 will be followed except that the one-week summer recess will be the equivalent of the spring recess.

26.7 Calendar

The calendar for the **2003/04** school year for year-round schools is attached as Appendix D.

26.8 Payment

In the initial year as a YRS site, A-Track YRS bargaining unit members will be paid in 11-month equal installments, B, C, D - Track bargaining unit members will be paid in 12-month equal installments. In subsequent years, all YRS bargaining unit members will be paid in 12-month equal installments.

26.9 Committee

The parties agree to establish a YRS Committee composed of representatives of the District and of the Association to meet and confer on mutual problems involving YRS. The YRS Committee will generally meet once per month.

26.10 Reopening of Negotiations

The parties agree to reopen negotiations on matters affecting YRS on March 1st of every school year.

26.11 Assignment in Initial Year

In the initial year as a YRS site, YRS paraprofessionals at the school affected will meet and attempt to reach agreement on track assignments. If no agreement is reached, YRS paraprofessionals will indicate their first, second and third choices, and they will be assigned by the principal.

26.12 Work Days

Paraprofessionals at YRS will work one less day than the number of days worked by paraprofessionals at traditional elementary schools.

ARTICLE XXVII DURATION OF AGREEMENT

- 27.1 This Agreement shall be effective from July 1, 2002 through June 30, 2005. There shall be reopeners for salary, health benefits, and two (2) additional items for 2004-05 school year.

APPENDICES

APPENDICES

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TENTATIVE AGREEMENT

STOCKTON UNIFIED SCHOOL DISTRICT
To
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 318 (CSEA)

June 14, 2004

Article 8: WAGES

Article 8.1.2 and 8.1.3 shall be amended as follows:

Zero percent on the salary schedule for the 2004/05 school year.

Article 10.1.1: FRINGE BENEFITS

- Add the following language:

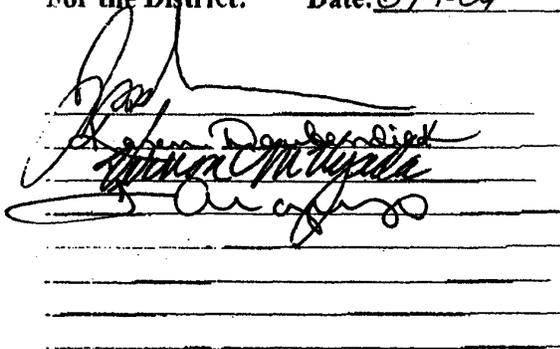
From August 1, 2004 through June 30, 2005, for the lowest cost medical plan, each eligible CSEA member will contribute 50% and the District will also contribute 50% of the cost of the lowest medical plan above \$661.91 per month. The parties agree that from July 1, 2004 through July 31, 2004 the applicable health benefit allowance will be \$716.11 regardless of the health care providers for all eligible bargaining unit members.

From August 1, 2004 through June 30, 2005, for the other HMO and POS plans, the District's contribution will be limited to the same dollar amount as the District would pay for the cost of the lowest medical plan. The CSEA member will be required to pay any additional buy-up for these other HMO and POS plans.

The 50%/50% split of the cost of the lowest cost medical plan, whichever plan it is applied to, will sunset on June 30, 2005. The health benefit allowance for all CSEA Chapter 318 members will return to \$661.91, effective July 1, 2005.

- Effective August 1, 2004, the parties agree that Blue Shield and Kaiser will be the two (2) health care providers.

For the District: Date: 6-14-04



For CSEA Chapter 318

Date: 6/14/04

