

CONTRACT BETWEEN  
STOCKTON UNIFIED SCHOOL DISTRICT  
AND  
OPERATING ENGINEERS LOCAL UNION #3,  
POLICE UNIT



**July 1, 2007 – June 30, 2010**

# CONTRACT

Between

STOCKTON UNIFIED SCHOOL DISTRICT

And

OPERATING ENGINEERS LOCAL UNION #3  
POLICE UNIT

STOCKTON UNIFIED SCHOOL DISTRICT

Lily Cervantes, Director Labor Relations  
Jim West, Chief of Police

OPERATING ENGINEERS LOCAL #3 POLICE UNIT

Don Dietrich-President OE3 Public Employees Division  
Robert Matthews-President, OELU #3, Police Unit  
Karen Lee-Vice President, OELU #3, Police Unit  
John Penaflor-Secretary/Treasurer, OELU #3, Police Unit

Ratified by Board of Education December 11, 2007  
Ratified by OELU Police Unit December 9, 2007

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## PREAMBLE

This agreement is entered December 6, 2007, by and between the Stockton Unified School District, hereinafter referred to as the "District," and the Operating Engineers Local Union #3, Police Unit or its successors, hereinafter referred to as OELU #3, Police Unit, pursuant to Government Code Section 3540, et seq.

ARTICLE 1  
RECOGNITION

1.1 Acknowledgment:

The District hereby recognizes the Operating Engineers Local Union #3, Police Unit as the exclusive bargaining representative for all classified employees in the Police Officers Unit, which has been recognized by the Board of Education as OELU #3, Police Unit. All newly created positions, except those that are lawfully management, confidential or supervisory shall be assigned to the appropriate bargaining unit. Disputed cases shall be submitted to the Public Employment Relations Board for resolution.

1.2 Scope of Representation:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. Terms and conditions of employment mean health and welfare benefits, leave, transfer policies, safety conditions of employment, procedures to be used for the evaluation of employees, organizational security and procedures for processing grievances.

- 1.2.1 All matters not specifically enumerated are reserved to the District and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the District to consult with any employee or employee's organization on any matter outside the scope of representation.

## ARTICLE 2

### CHECK-OFF AND ORGANIZATIONAL SECURITY

#### 2.1 Check Off:

OELU #3, Police Unit shall have the sole and exclusive right to have membership dues, initiation, and/or service fees deducted for employees in the bargaining unit by the District. The District shall pay to the designated payee within fifteen (15) days of the deduction of all sums so deducted.

#### 2.2 Dues Deduction:

2.2.1 The District shall deduct in accordance with the OELU #3, Police Unit dues and service schedule, dues from the wages of all employees who are members of OELU #3, Police Unit on the date of the execution of this agreement, and who have submitted dues authorization forms to the District.

2.2.2 The District shall deduct dues in accordance with the dues and service fee schedule established by OELU #3, Police Unit from the wages of all employees who, after the date of execution of this agreement, become members of OELU #3, Police Unit and submit to the District dues authorization form.

2.2.3 The District shall immediately notify the OELU #3, Police Unit Job Steward if any member revokes a dues authorization.

2.3 Each employee in the unit who fails voluntarily to acquire or maintain membership in OELU #3, Police Unit shall be required as a condition of continued employment, beginning on the thirtieth (30th) day following the beginning of such employment or on the sixtieth (60th) day after the effective date of this Agreement, whichever occurs later, to pay to the OELU #3, Police Unit a service charge as a contribution toward the Administration of this Agreement and the representation of such employee. The service charge shall be in the same amount and payable at the same time as the OELU #3, Police Unit's regular dues, exclusive of any initiation fees. OELU #3, Police Unit will notify each member of the unit of the amount of dues or charge payable. The District will deduct such dues or charges from the salary of each employee in the unit as indicated by OELU #3, Police Unit.

#### 2.4 Religious Objection:

If an employee in the bargaining unit belongs to a recognized religious sect who does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted monthly from that employee's paycheck and deposited in a scholarship fund established by the District. If the District does not have a scholarship fund, the amount deducted will be deposited by the District with a recognized charitable organization designated by the employee, but in no event shall the charitable organization be a religious sect.

2.5 Hold Harmless Cause:

OELU #3, Police Unit shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

2.6 Release Periods:

Nothing contained in this article shall deprive bargaining unit employees of the right to terminate their obligation to OELU #3, Police Unit in accordance with Government Code Section 3540.1(i)(1) and 3546(b).

## ARTICLE 3

### MANAGEMENT

- 3.1 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 employees; determine the times and hours of operation; determine the type and level of service 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 operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work as legally allowed under the Education and Government Codes; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate and discipline employees.
- 3.2 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.
- 3.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement, exclusive of wage and fringe benefit provision, in emergency circumstances arising from unforeseen events or an act of God. Such changes, if any, will remain in effect only for the duration of the emergency.
- 3.4 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner at a different time.
- 3.5 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in this Agreement unless such dispute is otherwise grievable under another article of the Agreement.

## ARTICLE 4

### ORGANIZATIONAL RIGHTS

- 4.1 In addition to the rights and/or privileges contained in any other section of this Agreement, OELU #3, Police Unit shall be permitted to:
  - 4.1.1 Access at reasonable times to areas in which unit members work;
  - 4.1.2 Use designated institutional bulletin boards, mailboxes and the intra-school mail system for the posting or transmitting of information or notices. Posted or transmitted material shall neither be personal nor defamatory in nature. A copy of all material placed on the bulletin board shall be submitted to the principal/site administrator and shall be distributed only by OELU #3, Police Unit representatives;
  - 4.1.3 Use of institutional facilities and buildings, subject to the Civic Center Act requirements;
  - 4.1.3 The right to be supplied with a roster of all bargaining unit members within three (3) months of the effective date of this Agreement and once a year thereafter. The roster shall indicate the unit member's present classification;
  - 4.1.4 Receive one (1) copy of public Board of Education materials on or before scheduled meeting dates of the Board of Education;
  - 4.1.5 OELU #3, Police Unit shall have the right to review, at reasonable times, material in possession or produced by the District which is relevant and necessary for OELU #3, Police Unit to fulfill its role as the exclusive bargaining representative. The District agrees to provide OELU #3, Police Unit with copies of all public information which shall be made available upon request.

## ARTICLE 5

### SAFETY CONDITIONS

- 5.1 The responsibility for providing for reasonably safe working conditions, which are in conformance with applicable law and which are within fiscal constraints, shall be the District's. Employees shall be responsible for complying with safety procedures and practices and for reporting to the immediate supervisor as soon as possible any unsafe condition, facility or equipment. The parties recognize the need to work cooperatively in correcting unsafe conditions.

## ARTICLE 6

### HOURS AND OVERTIME

- 6.1 Workday and Workweek: The length of the workweek and the workday shall be designated by the District for each unit member.
- 6.2 The workweek for full-time unit members shall normally consist of forty (40) hours within a five (5) consecutive day period and the workday shall normally consist of eight (8) hours.
- 6.2.1 The District may establish a workweek of less than forty (40) hours or a workday of less than eight (8) hours.
- 6.2.2 This article shall not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- 6.3 The workday for full-time unit members shall normally consist of eight (8) hours including an on duty meal period.
- 6.3.1 The District may establish a ten (10) hour day, four (4) day workweek upon concurrence of an individual employee or the majority of a group of employees affected.
- 6.3.2 Employees shall not be permitted to shorten their workday by forgoing rest breaks and/or meal breaks.
- 6.4 The District shall designate and have the right to change the starting times of all shifts.
- 6.4.1 In the event a new position or assignment is created or an existing one becomes vacant, the District shall consider and may grant requests from unit members to fill these assignments.
- 6.4.2 Shift assignments will normally be done every six months from January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup> unless unforeseen circumstances require an adjustment in these assignments or for training needs or probationary status. In the event it is necessary to adjust shift assignments at any other time, the District shall notify OELU #3, Police Unit as soon as practicable.
- Shifts shall be selected by bid based upon seniority. Seniority for the purposes of this article shall be based upon service time with the Stockton Unified School District Police Department
- An officer may not bid the same shift for more than three consecutive shifts. Shifts shall be defined as day shift, swing shift, or graveyard shift.
- Officers bidding a site location with a commitment of a full year will count the selection one consecutive bid.

For the classification of Police Officer II, only one Police Officer II can bid and receive a site officer assignment.

If both Police Officer II have bid for by seniority and have received the same shift hours, for training purposes, one of those Police Officer II may be moved to another shift to accomplish said training. The Police Officer II shall return to their original shift upon completion of said training.

The District will give seven (7) working days prior to changing shifts for training purposes.

The Chief of Police may reassign personnel to meet operational needs or for identified performance issues.

6.4.3 If a substitute is hired for an absent bargaining unit member, the substitute shall fill the position of that absent bargaining unit member.

6.5 Meal and Rest Breaks: The District agrees that the employee lunch and rest periods shall be included within their workday. Employees shall schedule with their supervisor or designee these breaks when the work load will most allow them to be taken. The employee agrees that these breaks are not release time and they are subject to be called for assignment.

6.6 Length of Breaks:

6.6.1 A thirty (30) minute meal period shall be allocated for each eight (8) hours of assigned duty.

6.6.2 A fifteen (15) minute rest period shall be allocated for each four (4) hours of assigned duty.

6.7 Overtime Hours:

6.7.1 All overtime hours as defined in this section shall be compensated at a rate equal to time and one-half of the regular rates of pay of the employee.

6.7.2 Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week except as provided for in Section 6.3.1.

6.8 Compensatory Time Off:

6.8.1 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 6.8.2. The term "hours worked" for these purposes under the Fair Labor Standards Act does not include paid time such as vacation, holidays, or paid leave. An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked. Such election shall be submitted in writing to the immediate supervisor within two (2) workdays following the overtime worked.

- 6.8.2 If compensatory time has been elected, an employee may accumulate up to a maximum of 160 hours of overtime. Compensatory time must be taken within 12 months of when it was earned regardless of the number of accumulate hours. If compensatory time is not taken as prescribed above, the employee shall be paid in cash at the overtime rate of pay.
- 6.8.3 The limitation upon earning of compensatory time in 6.8.2 herein shall not preclude the District from reducing the workweek so as not to exceed 40 hours limit. Such reduction in workweek can be made only upon the written request of the individual employee.
- 6.8.4 Compensatory time shall be granted without impairing the services rendered by the District and scheduled at times requested by unit employees so far as practicable within the District's work requirements.

6.9 Holiday Hours Worked: 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.

6.10 Differentials

Swing/Graveyard Shifts: Any employee working four (4) or more hours of his/her daily work schedule during swing shift and or graveyard shift will receive the following shift differential:

- Swing shift – fifty (50) cents per hour (*Swing shift is defined as immediately following regular daytime shift*).
- Graveyard – Seventy-five (75) cents per hour (*Graveyard shift is defined as immediately following swing shift*).

Weekend Differential: Classified employees who are regularly assigned to work on Saturday or Sunday will receive a differential pay of fifty (50) cents per hour for day shift, fifty (50) cents per hour for swing shift and seventy-five (75) cents per hour for graveyard shift.

6.11 Overtime: The District agrees to distribute overtime opportunity as equitably as practical among all employees. The supervisor shall inform the employee as to the method of compensation being offered, either compensatory time or overtime pay, at the time overtime is offered.

6.12 Call Back Time: Is an unscheduled request to return to work.

6.12.1 Unit employees called in for work outside of the regularly scheduled hours or recalled to work after completing their regular shift and having left the District premises, shall be paid according to the following schedule:

- 2 hours or less worked = 3 hours at time and one-half of regular rate of pay.
- 2-4 hours worked = 4 hours at time and one-half of regular rate of pay.
- 4 hours or more worked = Actual hours worked at one and one-half times the regular rate of pay.

- 6.13 Hours Worked: For the purposes of computing seniority on the basis of the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.
- 6.14 Stand-by Pay: Employees designated as being on stand-by status shall receive an additional four (4) hours a week pay at the overtime rate of pay, for each week they are assigned to Stand-by status. If the unit member designated as being on stand-by status receives and responds to a call, they shall receive call back pay, in addition to stand-by pay.
- 6.14.1 The District may establish a twenty-eight (28) day pay period consisting of fourteen (14) twelve (12) hour workdays, for certain police officer shifts.
- 6.14.2 Weeks one (1) and three (3) of the pay period will consist of three workdays and four non-workdays. Weeks two (2) and four (4) of the pay period will consist of four workdays and three-non-workdays. The start order may vary between weeks one (1) and three (3) and weeks two (2) and week four (4).
- 6.14.3 Notwithstanding section 6.7.2 of the parties' collective bargaining agreement, employees regularly assigned to a twelve (12) hour shift will accrue overtime only for hours in a paid status in excess of forty (40) hours in a workweek. For the purpose of this Side Letter Agreement, a workweek shall begin on Monday and end the following Sunday.
- 6.14.4 Employees regularly assigned to a twelve (12) hour shift agree to accept compensatory time off in lieu of paid overtime pursuant to paragraph 6.8 for eight (8) hours of overtime per month.
- 6.14.5 Employees regularly assigned to a twelve (12) hour shift will not be required to work overtime for shifts coverage only when the Chief of Police or designee determines there is no other practicable alternative. However, such employee may accept overtime assignments for special events.
- 6.14.6 Employees assigned to a twelve (12) hour shift who are required to testify in court or at an administrative hearing at a time other than when they are on-duty will be placed on phone notification status. The time on this status shall be non-compensable until the employee arrives at the office to log on duty prior to testifying. Compensable time shall end after the employees have completed their testimony for the day. (We pay from office to the court and back).
- 6.14.7 The District shall periodically review the efficiency and effectiveness of the twelve (12) hour shift to determine whether the shift should be continued.
- 6.14.8 Court/Administrative Hearings/Department Meetings:
- Employees who attend court hearings, administrative hearings, and/or department meetings outside of the employee's regular work hours shall receive payment for a minimum of three (3) hours, or the actual time (including travel time), whichever is greater.

## ARTICLE 7

### HOLIDAYS

#### Article 7.1 District Holidays

- 7.1.1 New Year's Day
- 7.1.2 Martin Luther King, Jr. Day
- 7.1.3 Lincoln Day \*
- 7.1.4 President's Day \*
- 7.1.5 Friday of the week of Spring recess
- 7.1.6 Memorial Day \*
- 7.1.7 Independence Day
- 7.1.8 Labor Day
- 7.1.9 Veteran's Day \*
- 7.1.10 Thanksgiving Day \*
- 7.1.11 Day following Thanksgiving
- 7.1.12 Christmas Eve
- 7.1.13 Christmas Day
- 7.1.14 Day after Christmas
- 7.1.15 New Year's Eve
- 7.1.16 Floating Holiday - One (1) additional holiday designated as a Floating Holiday shall be granted to employees in the bargaining unit on a date to be selected by the employee with the approval of the supervisor which if elected by the employee will be provided for at least three (3) consecutive days off.

\* Or such other day in lieu thereof as designated by the District

#### 7.2 Holidays on Regular Days Off:

When a scheduled holiday falls on a regular day off, the employee may take either the day before or the day after their regular day off as the holiday. Additionally, the employee may elect to hold the holiday and use it as an additional floating holiday. The employee may also elect to receive eight (8) hours (straight time) pay in lieu of time off for the holiday.

#### 7.3 Pay for Holiday Work:

Worked performed by employees on legal or declared holidays shall be considered as overtime without regard to the number of hours worked on other days of the week and shall be compensated in accordance with the overtime provisions of the salary schedule. Such overtime pay shall be in addition to the employee's regular compensation.

7.4 Sick on Holidays:

Any employee who is assigned to work on a legal or declared holiday and who is absent from duty because of sick leave shall be compensated at straight-time holiday pay or the employee may hold the holiday for an alternate holiday, and their accrued sick leave is debited by eight (8) hours.

7.5 Additional Holidays:

Employees are also entitled to holidays declared by the President or Governor of California or any other day designated and approved by the Board of Education.

7.6 Holiday Eligibility:

Except as otherwise provided in this article, an employee must be in paid status during any portion of the working day immediately preceding or succeeding the holiday to be paid for the holiday. This article shall not be interpreted so as to provide a holiday to any employee when the day in question does not fall within the employee's assigned work year.

7.7 Overtime on Holiday:

Any employee who is in overtime status on a holiday should be compensated with an additional eight (8) hours straight time pay or the employee may hold the holiday for an alternative holiday.

## ARTICLE 8

### PAY AND ALLOWANCES

#### 8.1 Rate of Pay

Effective July 1, 2007 the salary schedules for all Operating Engineers Local Union No. 3 Police Unit shall be increased by 3.53%.

##### 8.1.1 Income Protection

Effective July 1, 2006, the District may terminate the income protection plan at such time as the District deems appropriate; provided that the District shall give OELU Police Unit a thirty-day (30) notice of the effective date after it has been determined.

#### 8.2 Progression on Salary Schedule:

A new employee who successfully completes an initial probationary period of twelve (12) months and becomes a permanent employee of the District will be advanced one (1) increment on the salary schedule and shall thereafter serve twelve (12) calendar months before becoming eligible for each subsequent step increment on the salary schedule. Employees must have a satisfying or better overall evaluation to be eligible for a full step increase on the salary schedule.

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.

##### 8.2.1 Anniversary Date

All bargaining unit members shall have a salary step anniversary date of July 1. In order to implement this new section in 2002, all incumbent bargaining unit members whose salary step anniversary date falls after July 1 will have their salary step anniversary date advanced to July 1. For any bargaining unit members hired after July 1, 2002, their anniversary date shall be July 1, 2003. This change in anniversary date shall not affect the length of the probationary period. Employees with an anniversary date between May 15, 2002 and June 30, 2002 shall receive their anniversary date step increase July 1, 2002.

#### 8.3 Mileage:

Any employee in the bargaining unit required and authorized to use his/her personal vehicle on District business shall be reimbursed for all miles driven on behalf of the District in accordance with Board Policy 4233 which provides such reimbursement at the allowable rate established by the Internal Revenue Service.

8.4 Out-of-District Travel:

Employees in the bargaining unit on authorized District business shall be reimbursed in accordance with Board Policy 4233 which is incorporated herein by reference. Exceptions to the above-mentioned policy may be authorized by the Superintendent or designee, but in no case may the reimbursement exceed the actual cost.

8.5 Payroll Errors:

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

8.6 Professional Growth:

The District agrees to provide the Professional Growth program as contained in Appendix A.

8.7 Salary Placement for Employee who Resigns and is Reemployed:

A classified employee who resigns after three (3) years of satisfactory service in the District and who is reemployed in the same classification within one year shall be placed at the same step on the salary schedule with reinstatement of rights and privileges which were in effect at the time of the resignation.

8.8 Longevity:

The District agrees to additionally compensate long service employees in accordance with the following:

Commencing with the 16th year of service - \$31.00 per month

Commencing with the 21st year of service - \$42.00 per month

Commencing with the 26th year of service - \$56.00 per month

Payment shall become effective on the first (1st) day of the month following the employee's anniversary date. Years of service need not be uninterrupted.

8.9 Due to the special needs and requirements of Police Officers to belong to PORAC and Legal Defense Fund of PORAC, the Police Unit requests an additional payroll deduction slot with the monies withheld deposited to the Police Unit bank account. The purpose of the deduction is to pay the quarterly assessments by PORAC for the benefits granted membership. With the understanding that all Police Officers I and II must participate, or all Police Officers I and II and Telecommunicators must participate.

8.10 Cost of Living Adjustments

Effective July 1, 2008 and July 1, 2009 the parties continue their commitment to the concept of “total compensation”. The bargaining unit shall receive the State Funded COLA.

If the bargaining unit chooses to place towards benefits, then it shall receive 100% of the State Funded COLA.

If the bargaining unit chooses to place it on salary, it shall receive the State Funded COLA less the statutory costs of benefits.

If the bargaining unit chooses to apply part to salary and part to benefits, then the part applied to salary shall be reduced by the statutory cost of benefits.

8.11 Market Equity Adjustments:

Effective July 1, 2007, all sworn personnel shall receive a market equity adjustment of 3.5% to base salary.

Effective July 1, 2008, all sworn personnel shall receive a market equity adjustment of 4.5% to base salary.

Effective July 1, 2009, all sworn personnel shall receive a market equity adjustment of 2.5% to base salary.

## ARTICLE 9

### VACATION

#### 9.1 Eligibility:

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis -- July first (1st) to June thirtieth (30th) when completing more than fifty percent (50%) of the work days within the month.

9.2 Except as otherwise provided in this Article, paid vacation shall be taken no later than January thirty-first (31st) of the fiscal year immediately following the fiscal year in which it is earned. Where requested by the employee, the paid vacation shall be approved in the fiscal year in which it is earned, if granting it does not interfere with District work requirements and needs.

#### 9.3 Accumulation:

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

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

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

9.3.3 Commencing with the seventh (7th) through thirteenth (13th) year of service, vacation shall be earned at the rate of one and one-half (1.50) days for each month of service, not to exceed eighteen (18) days per fiscal year.

9.3.4 Commencing with the fourteenth (14th) through the twentieth (20th) year of service, vacation shall be earned at the rate of one and three-quarters (1.75) days for each month of service, not to exceed twenty-one (21) days per fiscal year.

9.3.5 Commencing with the twenty-first (21st) year of service, employees shall be entitled to a maximum annual vacation of twenty-four (24) days.

#### 9.4 Vacation Pay Upon Separation:

Bargaining unit employees will be entitled to receive compensation for accrued vacation leave at the time of their separation from the District.

9.5 Vacation time earned by bargaining unit employees shall be taken before January thirty-one (31) of the following fiscal year, unless carry-over is approved in writing by the Superintendent or designee.

9.5.1 Except as provided in Section 9.5, any bargaining unit employee who has been employed for more than four (4) years may elect to carry-over five (5) days of vacation to the second half of the following year upon receiving prior approval from his/her immediate supervisor.

9.6 Vacation Scheduling:

9.6.1 Vacation shall be scheduled at the times requested by bargaining unit members unless it would result in the inability to meet the District's work requirements.

9.6.2 If there is a conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest District seniority shall be given preference unless the least senior employee's request has prior written approval.

## ARTICLE 10

### LEAVES

#### 10.1 Bereavement Leave:

Employees shall be granted leave with full pay in the event of the death of any member of the employee's immediate family. 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, grandfather, grandmother, 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, or any relative of either spouse living in the immediate household of the employee.

10.1.1 The District will provide bereavement leave during the work day for classified employees to attend a memorial service or funeral for a deceased staff member unless such leave would have an adverse impact on the operation of the Department. This leave shall extend for the time necessary to attend such service in the local area.

#### 10.2 Military Leave:

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

#### 10.3 Sick Leave:

Unit members shall be granted one (1) day of sick credit for each calendar month in which the employee is in full pay status for more than fifty percent (50%) of the regular work days in the month.

10.3.1 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 as permitted by law.

10.3.2 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.

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

10.3.4 Temporary disability resulting from pregnancy, birth or miscarriage shall be treated as an illness for the purposes of sick leave.

10.4 Industrial Accident and Illness Leave:

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

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

10.4.2 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this State at the time of the exhaustion of benefits under this Section, he/she 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.

10.4.3 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

10.5 Break in Service:

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

10.6 Personal Necessity Leave:

Six (6) days of unused sick leave earned under Section 10.3 of this Article may be used by the employee in case of personal necessity on the following basis:

10.6.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 10.1 of this Article;

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

10.6.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction;

10.6.4 Such other reasons approved by the District.

10.6.5 Except in emergency and/or unforeseen circumstances classified employee shall request the use of sick leave for personal necessity under any of the reasons listed above in writing from his/her immediate supervisor. Two (2) days advance permission is required. An employee may be required to submit additional proof to substantiate personal necessity.

10.6.5.1 Discretionary Day:

One (1) day in each school year, which is to be included as a part of the six (6) days as shown above, may be used for any personal business reason except recreation or employment by another person. A classified employee must request the use of this discretionary sick leave day in advance in writing from the administrator. Such leave may be denied if it would, in the sole judgment of the District, have an adverse impact on the operation of the Department.

10.7 Emergency Leave:

The Superintendent or designee may authorize leave up to two (2) working days when an accident, sudden business or injury of a member of the employee's immediate household or immediate family as defined herein is hospitalized or delivered to a physician's office or treatment facility or when the identified person is in need of such emergency treatment. The circumstances of the emergency must be verified in writing to the Superintendent or designee within seventy-two (72) hours after the return of the employee to regular duties. Day 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.

10.8 Child Rearing Leave:

An employee may be granted an unpaid leave of absence from the date of the birth or the adoption of a child. Such leave shall be for a maximum period 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.

10.9 Adoption Leave:

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

10.10 General Leave:

A leave of absence may be granted in six (6) month increments up to a maximum of one (1) year to an employee on unpaid basis at any time upon terms acceptable to the District.

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

10.12 Judicial Leave:

Each classified employee shall be granted a leave of absence to appear as a witness in court other than a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. The employee will be paid his/her regular salary less the amount received for witness fees, with the exception of mileage expense. Such leave shall not be provided for OELU #3, Police Unit related activities or actions.

10.13 Failure to return to the District after the expiration of an approved leave except under unusual circumstances shall subject employees to disciplinary action.

10.14 Extended Illness Leave:

When a person employed in the classified service 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 employee, 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 employee's salary class.

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

10.16 Reemployment List:

When all available paid leaves of absence have been exhausted, and if the employee is not medically able to return to work, he/she shall be placed on a reemployment list for a period of 39 months.

10.16.1 An employee who has been placed on a reemployment list, and who has been medically released for return to duty, and who fails to accept a position in his/her prior classification, shall be dismissed.

10.17 Jury Duty:

An employee shall be entitled to leave without loss of pay when he/she is required to perform jury duty. If an employee is not due to appear for jury duty until an afternoon court session, he/she shall be expected to work his/her morning schedule. If an employee is required to appear for morning court session and is sent home before noon, he/she shall be expected to work his/her usual afternoon schedule.

10.17.1 The employee shall be paid the employee'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.

## ARTICLE 11

### LEAVE OF ABSENCE FOR RETRAINING AND EDUCATION

- 11.1 A leave of absence for retraining and education may be granted to any bargaining unit member, upon written verification for participation in a program.
- 11.2 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.
- 11.3 Study leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.
- 11.4 No more than one study leave of absence shall be granted in each three (3) year period.
- 11.5 Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
- 11.6 No more than one retraining leave of absence shall be granted in each three (3) year period.
- 11.7 The District shall prescribe standards of service which shall entitle the employee to the level of absence.

## ARTICLE 12

### HEALTH AND WELFARE BENEFITS

#### 12.1 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) HMOs 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 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 OELU #3, Police Unit and the District negotiate such a change.

##### 12.1.1 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.

##### District Contribution YR 2007/08

The District will pay a health benefit allowance of \$855.67 dollars for YR 2007/08 for each eligible bargaining unit member to be applied towards the District's medical plan which includes the employee assistance program, vision, chiropractic, and dental benefits. The medical plan commences October 1, 2007 through September 30, 2008.

Each eligible bargaining unit member is obligated to pay the full difference above the District's health benefit allowance of \$855.67 dollars if he/she has chosen a more costly HMO or POS medical plan. 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.

During the 2007/08 school year, OELU Police Unit and SUSD will participate in health benefits plan modification efforts with the goal of controlling the premium cost of health benefits.

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

## 12.2 Dental Insurance

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.

## 12.3 Retiree Insurance Coverage:

### 12.3.1 OELU #3 Members Hired Prior to July 1, 2003:

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

12.3.1.1 Ten (10) years of District service immediately preceding retirement.

12.3.1.2 Retire between the ages of fifty (50) and sixty-five (65).

12.3.1.3 Retire on or after October 27, 1980.

Any qualified OELU#3 members 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.

### 12.3.2 OELU#3 Members Hired After July 1, 2003

Any qualifying member who retires from the District under PERS regulations and who meets the criteria in 12.3.1 will receive the same medical plan options for the bargaining unit member as active bargaining unit members. Any qualifying bargaining unit member who retires from the District under PERS regulations will be required to make a proportional payment for the medical plan. OELU#3 and the District reserve the right to mutually amend or modify this benefit in the future for current and/or future bargaining unit members. This benefit will last until the age of 65 or until the bargaining unit member is eligible for Medical/Medicare, whichever comes first.

## 12.4 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.

12.5 Vision Care

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

12.6 PERS Public Safety Retirement

The District shall implement a PERS Public Safety Retirement benefit factor of 3% @ 50 effective no later than July 1, 2008. Implementation is subject to final approval from CalPERS and Stockton Unified School District Board of Education.

## ARTICLE 13

### GRIEVANCE PROCEDURE

#### 13.1 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 unit member directly affected by the dispute or OELU #3, Police Unit on behalf of a specifically named unit member who otherwise qualifies as a grievant.

#### 13.2 Preliminary Step - Solution of Potential Grievance:

Prior to the utilization of the grievance procedure, the employee 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 employee.

#### 13.3 Grievance Procedure:

13.3.1 Level I: In the event the matter is not resolved at the informal conference, the employee may present a grievance in writing to the administrator with immediate administrative responsibility for the position to which the employee is assigned.

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

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

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

13.3.1.5 If a conference is requested, such conference shall be held within five (5) 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 five (5) working days of the conference or ten (10) working days after receipt, whichever is later.

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

13.3.2 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 five (5) working days after receiving the Level I answer.

- 13.3.2.1 A conference may be requested by either party and shall be held with the grievant within five (5) 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.
- 13.3.2.2 The Superintendent of Schools or the authorized designee may present an answer to the grievant in writing within five (5) working days after the date of the conference.
- 13.3.2.3 If no answer is received at Level II within the time limit established, the grievant may request that OELU #3, Police Unit pursue the matter to Level III.
- 13.3.2.4 Level III: If satisfactory settlement cannot be obtained at Level II, the decision may be referred to an arbitrator within ten (10) working days or by agreement of the parties.
- 13.3.2.5 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 union until only one name is left. The order of the striking shall be determined by the flip of a coin.
- 13.3.2.6 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 hearing's have been waived, then from the date the final statements have been submitted to the arbitrator.
- 13.3.2.7 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.
- 13.3.2.8 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.
- 13.3.2.9 The cost of any arbitrator including any transcripts will be mutually borne by the parties.

#### 13.4 General Provisions:

- 13.4.1 The grievant must be personally present at each level of the grievance procedure.
- 13.4.2 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.
- 13.4.3 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.

- 13.4.4 The date of receipt of each writing required pursuant to this procedure shall be determined as follows:
- 13.4.4.1 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.
  - 13.4.4.2 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.
- 13.4.5 The presence of advisors may be requested at any stage of the procedure by the administrator hearing the grievance or the grievant.
- 13.4.6 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.
- 13.4.7 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.
- 13.4.8 Time limits set forth in this procedure may be extended by mutual consent of the grievant or representative and of the Superintendent or designee.
- 13.4.9 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.
- 13.4.10 Resolution of an individual grievance shall be deemed to rectify the grievance only and shall not necessarily be deemed as establishing precedent.
- 13.4.11 Disposition of grievances shall not be used in the evaluation of employees. A grievant may terminate a grievance at any time.
- 13.4.12 Materials utilized in this procedure which is contained in an employee's personnel file shall be returned to said file without indication or notation of its use herein.
- 13.4.13 The grievance procedure as presented in this article must be utilized unless portions are waived by consent of the parties.
- 13.1.14 Group grievances may be filed if each grievance involves the same or related facts and conditions. Group grievances that involve employees with different immediate supervisors may be filed at Level II.

## ARTICLE 14

### CONCERTED ACTIVITIES

- 14.1 It is agreed and understood that there will be no strike, work stoppage, slow-down or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the OELU #3, Police Unit, or by any of the OELU #3, Police Unit, agents or members during the term of this Agreement, including compliance with the request of other bargaining units to engage in such activity. The District agrees not to engage in a lockout during the term of this Agreement.
  
- 14.2 The OELU #3, Police Unit recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operation of the District by unit members who are represented by OELU #3, Police Unit, the OELU #3, Police Unit agrees in good faith to take all necessary steps to cause those unit members to cease such action.

## ARTICLE 15

### EMPLOYEE EXPENSES AND MATERIALS

#### 15.1 Uniforms:

If an employee is required by the District to wear uniforms, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device, shall be furnished to the employee by the District under the following conditions:

- 15.1.1 The employee must sign for and be responsible for the articles issued to him/her;
- 15.1.2 Articles damaged beyond repair, as determined by the District, during the employees required course of employment shall be replaced at no cost to the employee;
- 15.1.3 The employee must reimburse the District for lost articles and/or for articles damaged through negligence or misuse;
- 15.1.4 To obtain replacement, the damaged or worn-out articles must be turned in. If all or any part thereof is not turned in, the employee must pay for replacement with the District retaining ownership of same;
- 15.1.5 Upon termination of employment, the employee is to return all articles issued and signed for. The employee will be financially liable for full set or any part thereof not returned.

#### 15.2 Required Uniforms:

In view of the requirement that all police officers must wear uniforms, the District agrees to provide three (3) uniforms for each employee pursuant to the regulations set forth in this Article.

- 15.2.1 The District agrees to provide reasonable and customary cleaning cost for such uniforms.
- 15.2.2 The District retains and reserves the right to select the type of uniform and to direct the employee as to where such uniform shall be obtained.
- 15.2.3 Replacement of uniforms for the period of this contract shall be at the discretion of the District. Nothing contained herein shall be construed to require the District to supply replacement.

15.3 Physical Examinations:

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

15.4 Hold Harmless:

The District will provide such legal support to employees as is available through the District's blanket liability insurance policy.

## ARTICLE 16

### LAYOFF AND REEMPLOYMENT

- 16.1 Classified employees shall be subject to layoff for lack of work or lack of funds. After due consideration of District priorities, financial status and projections, the Board of Trustees and Administration may make a firm decision to reduce specific services/programs affecting the employment status of the regular classified staff. Such action shall take place in accordance with procedures provided by Sections 45114, 45117, 45298, 45308 of the Education Code.
- 16.2 Order of Layoff (Procedure):
- 16.2.1 Whenever a bargaining unit employee is laid off, the order of layoff within the class shall be determined by length of service. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.
- 16.2.2 For purpose of this article, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.
- 16.2.3 "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service.
- 16.2.4 Bargaining unit employees who are laid off shall have the right to exercise bumping rights into any current or previously held class, providing they meet minimum qualifications and providing that the class in which they are bumping is equal or lower than that class in which the employee is serving.
- 16.2.5 No regular bargaining unit employee shall be laid off from any position while employees serving under limited-term appointment are retained in positions of the same class in the same organizational unit unless the regular bargaining unit employee declines the limited-term position.
- 16.3 Notification of Layoff (Procedure):
- 16.3.1 The District shall transmit a copy of the board agenda to the union regarding any proposed layoff. This shall constitute notice to the union of said layoff.
- 16.3.2 Within a reasonable time of a written request by the union, the District will provide the union with a seniority roster and a list of employees to be laid off.
- 16.3.3 The District shall notify the affected employees in writing a minimum of thirty (30) calendar days prior to the date of any layoffs, except in the event of an actual and existing financial inability to pay salaries to classified employees or for causes not foreseeable or preventable by the governing board, where less than thirty (30) days notice may be given.

16.4 Reemployment from Layoff:

- 16.4.1 Employees laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional placement processes within the District during the period of thirty-nine (39) months.
- 16.4.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided that the same tests for fitness under which they qualified for appointment to the class shall still apply.
- 16.4.3 An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by mail to the last address given the District by the employee.
- 16.4.4 A laid off employee shall notify the District of his or her intent to accept or refuse reemployment within five (5) work days following the delivery/or first notice of mailing of the reemployment notice. Failure to respond constitutes a refusal. After three refusals, for reemployment, an employee shall be considered unavailable for reemployment and shall not be notified of future vacancies until the laid off employee notifies the Personnel Office, in writing, that he/she is available for reemployment.
- 16.4.5 Upon return to work, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority.
- 16.4.6 Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.

## ARTICLE 17

### DISCIPLINARY PROCEDURES

17.1 The disciplinary procedures set forth in this article shall satisfy all administrative appeal rights and protections afforded by the Public Safety Officers Procedural Bill of Rights, Government Code Sections 3300, et seq. to the extent such rights are applicable to bargaining unit members.

17.2 For-Cause Discipline:

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

17.3 Cause for Suspension or Termination:

Cause for discipline shall include the following items listed. However, this list does not constitute all of the causes for discipline.

17.3.1 Incompetency or inefficiency; unsatisfactory performance of job.

17.3.2 Absence and/or repeated tardiness without authority or sufficient reason;

17.3.3 Insobriety or unauthorized use or possession of alcohol or narcotics during duty hours;

17.3.4 Insubordination;

17.3.5 Dishonesty; Theft

17.3.6 Conviction of a felony or misdemeanor, any crime involving moral turpitude, or any crime bringing discredit upon the District. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed a conviction. Convictions for offenses listed as infractions in the Vehicle Code will not result in suspension or termination.

17.3.7 Immoral or unprofessional conduct;

17.3.8 Evident unfitness for service;

17.3.9 Physical or mental condition unfitting for service;

17.3.10 Persistent violation of or refusal to obey the school laws of the state or rules and regulations of the district;

17.3.11 Discourteous treatment of the public, staff or pupils;

17.3.12 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;"

17.3.13 For employees who drive a vehicle in the regular course of their employment:

17.3.13.1 Failure to maintain a good business driving record;

17.3.13.2 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;

17.3.14 Neglect of duty;

17.3.15 Intentional misrepresentation or concealment of any fact in connection with obtaining employment;

17.3.16 Willful damage to public property, excessive waste of public supplies or equipment, or excessive carelessness with district property or funds;

17.3.17 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;

17.3.18 Failure to comply with procedures, rules and policies adopted for operation of the Police Department.

17.3.19 The willful misuse or damage to property of SUSD, its employees or the general public except if required by officer's lawful performance of his or her duty.

17.3.20 Consistent patterns of sick leave that may constitute abuse.

17.3.21 Possession of or being under the influence of illegal drugs as defined by State and/or Federal law while on duty.

#### 17.4 Procedure for Suspension or Termination:

##### 17.4.1 Preliminary Written Notice:

17.4.1.1 A permanent classified employee shall receive a preliminary written notice of any proposed suspension without pay 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.

- 17.4.1.2 Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.
- 17.4.1.2.1 The classified employee shall have the right to respond either orally or in writing, within a specified reasonable time to the Superintendent or Superintendent's designee. The 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.

17.4.2 Notice of Suspension or Dismissal:

- 17.4.2.1 A permanent classified employee who is suspended without pay, or terminated, shall be given written notice of the specific charges by the Superintendent or his authorized representative. The dismissal or suspension shall be effective the day of service of the notice; and all pay shall cease as of that date, and benefits shall continue until the end of the month in which the written notice is served upon the employee, unless specified otherwise by the District.
- 17.4.2.2 The notice shall contain a statement of his rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than eight (8) calendar days after service of the notice on the employee, and said notice shall be accompanied by a paper, the signing and filing of which the Superintendent or his 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.

17.4.3 Administrative Leave:

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

17.4.4 Sex or Narcotics Offenses: Compulsory Leave:

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

17.4.5 Appeal Procedure:

17.4.5.1 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 employee and OELU #3, Police Unit from a list of five arbitrators provided by the California State Mediation and Conciliation Services.

17.4.5.2 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.

17.4.5.3 Rights of Employee:

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

17.4.5.3.1 be represented by counsel or any other person at such hearing;

17.4.5.3.2 testify under oath;

17.4.5.3.3 compel the attendance of other employees of the District to testify on behalf of the accused employee;

17.4.5.3.4 cross-examine all witnesses;

17.4.5.3.5 present such evidence as the Hearing Authority deems necessary;

17.4.5.3.6 argue the case.

17.4.5.4 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.

17.4.5.5 Exclusion of Witnesses:

The Hearing Officer may, at his/her 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 employee, all persons not having a direct interest in the hearing, may, be excluded.

17.4.5.6 Burden of Proof:

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

17.4.5.7 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.

17.4.5.8 Report of Hearings:

Hearings may be conducted without stenographic reporter or electronic recording machine unless the employee 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.

17.4.5.9 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.

17.4.5.10 The Hearing Officer 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 18

### POLICIES AND PROCEDURES

18.1 Department Policies and Procedures:

Bargaining unit members agree to comply with procedures, rules and policies adopted for operation of the Police Department.

18.2 Physical Examinations:

Bargaining unit members employed on or after December 10, 1985, shall have a physical examination every two years by a physician selected by the District.

18.3 P.O.S.T. Training:

Bargaining unit members shall complete all training required by State law, P.O.S.T. regulations, and/or District rules, regulations and policies to maintain the appropriate certifications for their assigned classification.

ARTICLE 19

JOB STEWARD

19.1 Assignment of Job Steward:

OELU #3, Police Unit shall designate a job steward and shall notify the District in writing of the name of such. If a change is made, the District shall be advised in writing of such change.

19.2 Duties and Responsibilities of Job Steward:

After receiving permission from the immediate supervisor, a job steward may participate in the investigation, preparation, writing and presentation of grievances. The job steward shall arrange with the grievant's supervisor for a suitable time to conduct such business.

## ARTICLE 20

### SEVERABILITY

20.1 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 the 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.

20.2 The District and OELU #3, Police Unit, upon mutual consent, shall meet and negotiate in an attempt to replace the severed clause.

## ARTICLE 21

### RELATIONSHIP OF AGREEMENT TO BARGAINING OBLIGATIONS

- 21.1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations.
- 21.2 During the term of this Agreement, the union 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 union 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 22

### WORKING CONDITIONS

- 22.1 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:
- 22.1.1 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 he/she is entitled.
  - 22.1.2 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 23

### PROCEDURES FOR EVALUATION

- 23.1 An evaluation of an employee shall be placed in a personnel file only after an opportunity for discussion between the employee and the evaluator has been afforded. 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.
- 23.2 Unit members of permanent status shall normally be evaluated every year. Such evaluation shall consist of an overview of the prescribed period of time.
- 23.3 Procedures:
- 23.3.1 Employees shall be given the opportunity to review and comment in any evaluation before it is entered into the District Personnel File.
- 23.3.2 Unit members shall be required to sign all formal written evaluations; however, the signing of such evaluation shall only acknowledge that the unit member has seen the document. A unit member shall receive a copy of the evaluation.
- 23.3.3 If there are any deficiencies noted, the employee shall be informed of how the District will assist in correcting them.
- 23.4 Personnel Files:
- 23.4.1 Unit members shall be provided with copies of any derogatory written materials, including letters of reprimand and negative evaluations, and have an opportunity to comment within thirty (30) calendar days before it is placed in the unit member's personnel file. The unit 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.
- 23.4.2 Any person who places written material or drafts written material for placement in a unit 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.
- 23.4.3 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing district.

- 23.5 The personnel file of each unit member shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the District personnel file.
- 23.6 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 unit member.
- 23.7 Any employee in the bargaining unit or OELU #3, Police Unit shall have the right to utilize the grievance procedure regarding violations of the procedural aspects of evaluations arising under the provisions of this article.
- 23.8 Every unit member of probationary status shall be evaluated in writing twice during the probationary period; once in the first three (3) months and once prior to the end of the probationary period.
- 23.9 Upon written request of a unit member, derogatory written materials exclusive of performance evaluations in the personnel file which are more than three (3) years old may be placed in a sealed envelope. Personnel management shall review the request to determine if granting the request is appropriate and shall notify the employee of the decision to grant or deny the request. Once sealed, the envelope may only be opened by the Assistant Superintendent, Human Resources, or designee. A notation will be made on the envelope upon each opening indicating the date, time, name and reason for the opening. Any decision to deny the request shall not be subject to the grievance procedure.

## ARTICLE 24

### DURATION OF AGREEMENT

- 24.1 This agreement shall be effective July 1, 2007 and shall continue in effect until midnight June 30, 2010.

# APPENDICES

# APPENDIX A

STOCKTON UNIFIED SCHOOL DISTRICT  
701 North Madison Street  
OPERATING ENGINEERS LOCAL UNION #3, POLICE UNIT  
Professional Growth Program

District will provide a Professional Development Program for OELU (Police) Bargaining Unit Members as follows:

A. EXCLUSIONS:

Any class, workshop, seminar, or course work which is required, either by statute or regulation, to maintain the employee's P.O.S.T. certification is excluded.

B. PRIOR APPROVAL:

Employees must receive prior approval of a planned Professional Development Program when the employee is in a degree program in Public Administration, Criminal Justice, Police Science or Law at an accredited college or university as follows:

1. Courses not excluded under Section A shall be submitted annually by July 15th, for review by the Chief of Police and approved by the Personnel Department.

C. PROFESSIONAL GROWTH INCREMENTS:

Once per year, at the satisfactory completion of the course and upon submission of official transcripts, the District will provide a lump sum professional growth increment as follows:

\$50.00 per unit

\$40.00 for 20 hours of instruction in non-graded courses

For ungraded course work, suitable documentation from the instructor will be considered in lieu of official transcripts. Satisfactory completion is defined as letter grade C or better.

Maximum of 5 units or \$250.00 per year, per employee.

D. DEGREE INCREMENTS:

D.1 Intermediate P.O.S.T. and/or Bachelor Degree in Criminal Justice  
\$500 Annual Stipend

D.2 Advanced P.O.S.T. and/or Masters Degree in Criminal Justice  
\$1000 Annual Stipend

D.3 Employees who qualify for stipends under D.1 and D.2 shall not be eligible for increments described in Section C herein.

# APPENDIX B

## SALARY SCHEDULE

**OPERATING ENGINEERS LOCAL UNION #3  
POLICE UNIT  
SALARY SCHEDULE  
Effective July 01, 2007**

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**FINGERPRINT CLERK  
Range 33**

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<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Monthly	2,523	2,648	2,780	2,919	3,067
Hourly	14.56	15.28	16.04	16.84	17.69

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**TELECOMMUNICATOR  
Range 35**

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<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Monthly	2,649	2,781	2,919	3,064	3,220
Hourly	15.28	16.04	16.84	17.68	18.58

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**POLICE OFFICER I  
Range 47**

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<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Monthly	3,671	3,855	4,049	4,251	4,464
Hourly	21.18	22.24	23.36	24.53	25.75

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**POLICE OFFICER II  
Range 70**

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<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Monthly	3,882	4,087	4,300	4,527	4,766
Hourly	22.40	23.58	24.81	26.12	27.50

**LONGEVITY INCREMENTS:**

Commencing with the 16th year           \$31 per month  
 Commencing with the 21th year           \$42 per month  
 Commencing with the 26th year           \$56 per month

**Market Equity Adjustments:**

**Effective July 1, 2007**, all sworn personnel shall receive a market equity adjustment of 3.5% to base salary.

**Effective July 1, 2008**, all sworn personnel shall receive a market equity adjustment of 4.5% to base salary.

**Effective July 1, 2009**, all sworn personnel shall receive a market equity adjustment of 2.5% to base salary.

# APPENDIX C

## SCHOOL CALENDAR (S)

**School Calendars have not been approved. Once they have been board approved they will be added. Please visit the SUSD website for calendar updates at [www.stockton.k12.ca.us](http://www.stockton.k12.ca.us)**