DRAFT TENTATIVE AGREEMENT

FOR THE 2014-15 CONTRACT REOPENER

Between the

SAN LEANDRO UNIFIED SCHOOL DISTRICT

And the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Chapter #94

January 21, 2015 – 3:45pm

The San Leandro Unified School District (District) and the California School Employees Association *and its* Chapter #94 (CSEA) agree to modify the current agreement as described below. Except as described herein, the agreement shall remain in full force through June 30, 2015.

ARTICLE 5: SALARIES AND FRINGE BENEFITS

5.1 A 3.25% salary schedule increase shall be applied to the 2014-15 CSEA salary retroactive to July 1, 2014. If any other recognized bargaining unit receives compensation above a 3.25% salary schedule increase for the 2014-15 school year, the parties shall reopen 2014-15 negotiations on additional compensation for CSEA.

ARTICLE 19: STAFF LAYOFFS

See attached article.

The parties agree to form a committee to develop procedures for the exercise of laid-off employees' bumping rights. The committee shall have an agreement adopting these procedures by March 31, 2015.

For CSEA:

Carol Alvarez 1/21/15

Carol Alvarez **(Date)**

CSEA President

1/21/15

Ryan H. Apperson **(Date)**

CSEA Labor Relations Representative

Karen Perez 01/21/15

Karen Perez, CSEA **(Date)**

Marsha Martin 01/21/15

Marsha Martin, CSEA **(Date)**

For SLUSD:

1/21/15

John Thompson **(Date)**

San Leandro Unified School District

1-21-15

Mark Martinelli **(Date)**

District Counter 2:44

CSEA Counter Proposal

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ARTICLE 19: STAFF LAYOFFS

19.1 Reasons for Layoffs

The Governing Board may lay off unit members for lack of work or lack of funds. Layoff is separation from a position due to lack of work, lack of funds or as a result of displacement (bumping), reduction of hours, work year or classification with lower wages.

19.2 Notice of Layoff

All layoffs shall be implemented in the manner prescribed by law. Notice shall be by personal hand delivery or sent by certified mail and signed for by the employee sixty (60) days before the layoff becomes effective. A copy of each notice to bargaining unit members shall be sent to the Union.

19.3 Negotiation

In the event the District determines that it is necessary to lay off unit members due to lack of work or funds, it shall notify the Union in writing (president and agent). The parties will negotiate the impact of any positions that have been eliminated. In instances of reductions in hours, work year or classification, the parties will negotiate whether to reduce the positions as well as any impact should the reductions take place.

19.4 Order of Layoff

19.4.1 Every layoff shall be in reverse order of seniority within classification; seniority shall be by hire date in classification.

19.4.2 The employee in the classification to be laid off with the least seniority in that classification shall be laid off first; if two or more employees have the same seniority, seniority status shall be assigned by lot. Once the tied seniority order is established it shall be recorded on classification seniority list and in the unit members' personnel files. CSEA may have a witness present for the drawing of lots.

19.5 Reemployment Rights

19.5.1 This article will take effect after the provisions of Transfer ~~and Promotions~~ have been exhausted with current unit members.

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19.5.2 Employees who have been laid off shall be placed on a reemployment list for the classification from which they were laid off. Employees who were laid off from their classification remain on the reemployment list for 39 calendar months. Employees who accept in lieu of layoff, reduction in hours, work year or classification with a lower salary shall be retained on the reemployment list for the classification from which they were removed for 63 calendar months. Impacted employees shall be recalled to service in their previous classification in reverse order of layoff.

1/21/15 from date of layoff

RHA 1/21/15 from date of layoff.

19.5.3 The District shall contact persons on the reemployment list to offer employment in positions in their classification for which they have rights based on their seniority. The employee has five (5) days to respond to the offer of employment. Employees accepting a position shall have ~~three~~ two (3) 2 weeks to report to the new position.

Persons on the reemployment lists are responsible for keeping the Human Resources Department informed of their correct telephone numbers, addresses or other mode of contact.

19.6 Bumping Rights

An employee laid off in the same job class from his/her present classification may bump into a lateral position for which they have seniority or the next lowest classification in which the employee has greater seniority. The employee may continue to bump into lower classifications in which they have seniority to avoid layoff.

19.7 Eligibility to Compete in Promotional Exams

Former unit members on the reemployment list have the right to apply and compete for any vacant positions to which laid off workers do not have rights. It is the responsibility of the employees on the reemployment list to monitor the vacancy postings and to apply within the set timelines for any positions for which they qualify. Employees are considered qualified when they meet the minimum qualifications in the classification job description. Current unit members not impacted by layoff retain their rights to compete for the vacant positions as well. In the selection process, if the district does not select a current employee, it must ~~appoint~~ give preference to a qualified laid off employee who properly applied to the vacant positions ~~over~~ prior to considering any outside applicants. from the reemployment list.

19.8 Retirement In Lieu of Layoff Remove

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An employee may retire in lieu of layoff or any alternative thereto without losing his/her rights to reemployment as provided by law. The District shall not hire another employee during the time required to process return to work from retirement papers if the employee accepts reemployment within the notification period.

19.9 Improper Layoff

Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

19.10 Reassignments

Seniority by hire date in classification shall be utilized to determine which unit members in impacted classifications at specific work sites are to be reassigned when the District has not declared a layoff.

19.10.1 The District shall provide as much advance notice as is reasonably possible to employees who are to be impacted by this section. The employee shall be given an opportunity to express any preferences for assignment to vacant positions. The Assistant Superintendent/HR or designee shall assign the displaced employee to a vacant position considering the assignment, the expressed preferences of the employee and the preferences of the administrators.

19.11 Opportunity to Substitute

Employees on the reemployment list may request to be placed on the substitute list for work in their classification and in other classifications for which they qualify. When possible, the substitute clerk will attempt to contact substitutes on the reemployment list before contacting other persons