Tentative Agreement
between the
California School Employees' Association
and the
San Leandro Unified School District

June 3, 2015

The California School Employees' Association and the San Leandro Unified School District have reached a tentative agreement on successor contract negotiations for the 2015-16 school year. Agreements were reached in the following articles: Article 5, Article 8, Article 9, Article 19, and Article 21. Specific language changes are attached to this cover page.

For the District:

For CSEA:

ARTICLE 5: SALARIES AND FRINGE BENEFITS

5.1 For ~~2012-13, 2013-14, 2014-15~~ **~~2015-16,~~ 2016-17~~,~~ and 2017-18** school year either party may reopen the salary and fringe benefit article plus two additional articles **in accordance with the provisions of Article 21**.

(1) The Association reserves the right to direct in a timely manner the allocation of any compensation that results from the forgoing terms.

(2) If any other recognized bargaining unit receives additional compensation improvement for the ~~2008-2009, 2009-2010~~ **2015-16, ~~2016-17, and 2017-18~~** school year, the CSEA bargaining unit will receive parity with the same percentage compensation for each of the fiscal years.

(3) For the 2015-2016 school year, a two (2)% salary increase shall be applied across the CSEA salary schedule effective July 1, 2015.

(4) CSEA will forgo an additional .29% of total compensation as a donation to the job study process in an effort to reach internal equity between bargaining unit classifications. Both parties agree to designate individuals to meet and negotiate the effects of adjusting this internal inequity. If the parties are unable to reach an agreement by September 1, 2015, the .29% will be added to the CSEA salary schedule, retroactive to July 1, 2015 and payable on a separate check by November 30, 2015.

~~For the 2013-2014 school year, a three (3) % salary increase shall be applied across the CSEA salary schedule retroactive to July 1, 2013. The retroactive pay shall be provided in a separate check no later than February 28, 2014. If any other recognized bargaining unit receives compensation above a 3% salary schedule increase for 2013-2014, the parties shall reopen 2013-2014 negotiations on additional compensation for CSEA.~~

~~(4) 4% salary schedule increase shall be applied to the CSEA salary retroactive to July 1, 2013. This amount is in addition to the 3% salary schedule increase found in the agreement reached between the parties on December 12, 2013.~~

5.2 ~~The fringe benefit amount for those selecting medical coverage shall be increased by $300 for fulltime twelve (12) month employees from $4,355 to $4,655. For fulltime employees not selecting medical coverage, the fringe benefit amount shall be increased by $300 from $2,925 to $3,225 for a full time twelve (12) month employee. This increase will go into effect January 1, 2014. Such amounts are to be prorated for unit members who work less than full time (12 months) in the same ration as the regular work hours per day, days per week, weeks per month or months per year.~~

~~Notwithstanding the above pro-ration procedure, unit members who work five days a week, seven and one-half hours per day, for at least ten (10) full months per year shall be eligible for up to the $4,655 annual maximum if they elect medical coverage under a District plan. If a unit member does not elect medical coverage under a District plan or does not meet the minimum hours requirement described above, pro-ration shall be based on full-time being defined as twelve (12) months of employment, five days a week, and seven and one-half hours per day.~~

The fringe benefit amount shall be ~~$5,538~~ *$5,755.68* for fulltime twelve (12) month employees. This amount is to be prorated for unit members who work less than full time (12 months) in the same proration as the regular work hours per day, days per week, weeks per month or months per year.

5.3 When a classified employee of the District is promoted to a position in a higher classification, he/she will be placed on the salary step which is equivalent to at least one (1) full step beyond his/her placement in the former position but not beyond the highest step. His/her new anniversary date shall be established as of the first of the month following the date of promotion, unless the date of the promotion falls on the first of the month. A bargaining unit member who is an applicant for a position and has not passed all District tests applicable to the position within the past two years shall be required to pass the District skill tests before consideration for that position. A Bargaining Unit Member who has held a similar position or who can show evidence of successfully completing (C grade or better) an applicable course shall not be required to take the District skill tests.

5.3.1 For approved step increases which are Anniversary date driven, including Anniversary and longevity, a classified employee must be sent a status change form within 15 working days of the Anniversary.

For mass changes to the salary schedule, a status change form will be sent to all classified employees within 20 working days of the County approved, ratified salary schedule.

For any other salary or status change, a status change form will be sent to the employee within 15 working days of the approval by Human Resources.

5.4 The District shall pay health insurance premiums for retired unit members as follows:

5.41 Individuals who were part of the CSEA unit and were receiving health benefits paid by the District as retirees shall continue to receive the health plan in which currently enrolled on the date of this agreement. The maximum amount of the District contribution shall be the amount paid by the District for the retired individual on July 1, 1984.

Persons receiving retiree health benefits on July 1, 1984, will receive the supplemental health plan when qualified for MediCare, or at age 65, whichever comes sooner. Dental insurance is not included in this provision. Benefits under this provision shall be integrated with MediCare or other medical benefits but the District shall pay no part of the cost of MediCare.

5.42 For unit members retiring after July 1, 1984, the following conditions will apply:

A. To qualify for retiree health benefits, the unit member must be 58 years of age and have had ten (10) years of consecutive service with the district.

B. For the member qualified in Section 5.42A, the District will pay health plan premiums until the member qualifies for another health plan including but not limited to, military, government, or MediCare or until the member reaches age 65, at which time the District contribution will terminate.

C. For any unit member retiring after July 1, 1988 and before June 30, 2001, the District's contribution is limited to the actual cost of the health plan in effect for retirees or $900 per year prorated per full-time equivalent (FTE) whichever is lower.

D. For any unit member retiring after July 1, 2001, the District's contribution is limited to the actual cost of the health plan in effect for retirees or $1,200 per year prorated per full-time equivalent (FTE) whichever is lower.

E. Qualified retirees may subscribe to the District supplemental health plan after age 65 at their own expense and with the approval of the health plan carrier.

F. Benefits under this provision shall be integrated with MediCare, or other medical benefits, but the District shall pay no part of the cost of MediCare.

G. Dental insurance is not included in this provision.

H. Effective July I, 1988, new retirees who qualify in Section 5.42A shall be eligible to continue the benefits set forth in Section 5.42C for one additional year beyond age 65 for each 5 years of consecutive service with the district beyond the minimum 10 years

of consecutive service with the district needed to qualify for retirement.

5.43 For unit members hired after July 1, 1996, the provisions of this article shall not apply. Coverage under this article is determined by the contractual language in effect at the time of retirement.

5.5 Bargaining unit members will be advised annually of their accumulated sick leave.

5.6 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental written check issued within five (5) workdays.

5.7 Implement a Section 125 Plan at no cost to the District. The plan may be used for a broad range of purposes including qualified medical expenses, medical premium payments, and dependent care all as authorized by law and subject to plan limitations.

5.8 Professional Growth Program (Amended 12/01)

5.81 Purpose:

Professional growth is the continuous, purposeful engagement in study and related activities designed to enhance the high skill level of classified employees. Professional growth consists of organized courses, programs and/or activities designed to improve the performance of classified employees and/or to provide training for employees to gain new skills and/or abilities related to their present position or to expand their opportunities to advance in the areas of current or anticipated needs within the District.

5.82 Eligibility:

5.821 All regular employees are eligible to enter the professional growth program after three (3) full years of service in the District.

5.822 If employees terminated for reductions in force are Subsequently reemployed within thirty-nine (39) calendar months, they are entitled to all previously earned professional growth awards.

5.823 Employees laid off shall not be eligible to participate in the program until and unless they return to regular employment.

5.824 Employees will not be eligible for credit if the professional growth is taken, (1) at the request of their administrative immediate supervisor to improve skills as a result of a questionable or unsatisfactory evaluation, (2) while on paid time, and/or (3) when the District pays for the course, program and/or activity, whether on work time or on non work time

5.83 Criteria for Awards:

5.831 Professional growth credits may be earned through participation in any of the following categories of activity:

5.831.1 University and community college courses
5.831.2 Adult School courses (15 hours equal one unit).
5.831.3 Trade schools (including business colleges).
5.831.4 Job-related workshops, institutes, seminars, and conferences (15 hours equal one unit).

5.832 Such course work shall relate to the following skill areas:

5.832.1 Communication Skills (Speech, English, bilingual ability, etc.)
5.832.2 Interpersonal Relations Skills (management, psychology, sociology, etc)
5.832.3 Technical Skills (shorthand, typing, software skills)

5.832.4 Such other skill areas as determined by the District as reasonable related to job requirements.

5.833 It is anticipated that course work shall be related to improvement of job performance in the position occupied by the employee or to meet the requirements of a current or anticipated position within the District to which the employee reasonably aspires.

5.84 Approval Procedure:

5.841 Approval of course work will be done by the Assistant Superintendent for Human Resources or designee. If a course is denied for professional growth credit, the employee may appeal to the Review Committee. This appeal must be made within fifteen calendar days from receiving notice of the denial.

5.842 The Review Committee shall consist of two regular employees from the bargaining unit chosen thereby and two administrators appointed by the Superintendent.

5.843 The employee appealing the process may make an oral or written presentation to the committee; the Assistant Superintendent for Human Resources shall have the same opportunity.

5.844 The Review Committee may review the course in question and make by consensus or majority vote a final decision as to whether or not the course is to be accepted for credit.

5.85 General Rules and Regulations:

5.851 Ten (10) approved and successfully completed semester units are required for each professional growth increment. No more than ten (10) units shall be allowed for credit during any one year, and no more than forty (40) units may be accumulated for the professional growth program.

5.852 Credit for professional growth increments will be granted for satisfactory achievement, a grade of "C" or better, or in the case of a Pass/Fail course, a grade of "Pass".

5.853 Quarter units will be pro-rated to semester units.

5.854 Workshops, seminars, and other professional growth activities will be granted credit based on one (1) semester unit for each fifteen (15) hours of attendance.

5.855 Courses for professional growth credit may not be repeated for credit unless approved in advance by the District.

5.856 Approval of courses for professional growth credit must be obtained in advance from the Assistant Superintendent of Human Resources or designee on a form provided by the Human Resources Office.

5.857 Salary credit must be completed and transcripts or grade reports forwarded to the Human Resources Office by June 30th of each year. Increments shall become effective July 1st of each year. Courses completed from July 1st through August 31st will be credited September 1st. Employees must be on paid status to receive any portion of the payment and such payments shall cease when employment is terminated for any reason.

5.86 Professional Growth Allowance and Payment:

5.861 Bargaining Unit Member who have successfully completed four (4) years in the District will be eligible for a professional growth allowance of $50 per unit with a maximum of ten (10) units in any one year, and 40 units total.

5.862 In determining the number of units qualifying for payment in a particular year, as with all other qualifying units, shall be multiplied times the bargaining unit member's full-time equivalent status. For example, if 4 units are earned and the bargaining unit member works .5 FTE, 2 units shall qualify for payment in that year. In a second year, if the same bargaining unity member becomes full-time (1.0 FTE) and acquires 4 additional units, the number of units qualifying for PGI is 8 (this includes the prior year's units and all units multiplied by the then current 1.0 FTE status).

~~**5.87 Bilingual Stipend:**~~

~~**A bilingual stipend equivalent to 5% of the unit members' step and column placement shall be paid to District-approved bargaining unit members directed by their supervisor to regularly facilitate or communicate in a second language.**~~

ARTICLE 9: TRANSFERS and PROMOTIONS

9.1 **Vacancies**

Unit positions determined to be vacant and open shall be posted internally for five (5) working days prior to any external posting. Postings shall include the hours and location of the vacant position.
~~**Eligible bargaining unit members shall be considered before a new hire can be employed.**~~ ***In the case of vacancies, all internal applicants shall be given consideration prior to recruiting from outside the District.*** **Job announcements will be posted on working days that the District Office is open. However, no announcements will be posted during winter and/or spring recesses.**

9.2 Transfers

A transfer is an action, which results in the movement of a Bargaining Unit member from one site or, if at District Office, from one department ~~**position**~~ to another within the same job classification and range.

9.2.1 Employee Initiated Transfers

Bargaining Unit members may submit a request for a transfer at any time by notifying the Human Resources Office of their desire to be transferred. **Employees requesting transfer shall indicate the position and site they prefer to be transferred to within the internal vacancy posting period.** ~~**The District Human Resources Department shall develop an employee update form that will be provided to employees for use when applying for a transfer.**~~

Eligible bargaining unit members should also put in transfer applications for each vacancy they are interested in. When one or more unit members apply for a transfer to a vacant position, the applicant with the most seniority will be transferred provided the needs of the District are otherwise fulfilled.

An employee who has once passed a written and/or performance test for a specific job classification will not be required to be re-tested for a transfer within the same classification ~~**unless the job requirements have changed since the test was taken or the specific needs of the job for which the employee has applied for transfer requires a skill that is not regularly being used by the employee.**~~

~~9.3.1 Normally notice of such a transfer will be provided at least five (5) working days prior to the change unless in case of emergency. Upon request the intent of the~~

~~transfer shall be discussed with the bargaining unit member. This request shall be made in writing to the Human Resources Office.~~

9.2.2 District Initiated Transfers

Bargaining unit members may be transferred by the Superintendent of Schools when it is determined to be in the best interest of the District.

In cases of District initiated transfers *solely* due to lack of work needed at a particular site and/or greater need at another site, the District will first seek volunteers. If no volunteers are available, the transfer will be accomplished on the basis of reverse seniority, calculated by hire date with the District.

If the District initiates involuntary transfer for any other reason, the District will use the process below:

A District initiated transfer shall require advance approval by the Assistant Superintendent of Human Resources or designee. An employee shall be given written notice of a District-initiated transfer, at least five (5) working days prior to the effective date of transfer.

An employee is entitled to a conference concerning a District-initiated transfer with the Assistant Superintendent of Human Resources or designee, upon request. An employee who is subject to a District initiated transfer, shall be given a list of known vacancies and shall have the opportunity to express preference.

The determination of the placement of an employee who is subject to a District initiated transfer shall include consideration of the employee's preference of vacancies, the employee's seniority and the employee's qualifications. *However, placement of the employee shall be at the discretion of the District.*

~~**9.2.3** An employee who has once passed a written and/or performance test for a specific job classification will not be required to be re-tested for a transfer within the same classification unless the job requirements have changed since the test was taken or the specific needs of the job for which the employee has applied for transfer requires a skill that is not regularly being used by the employee.~~

9.*3* Promotions

A promotion is the movement of a unit member from his/her current classification to a classification with a higher salary range.

In the case of promotions, all internal applicants shall be given consideration*, and all qualified internal applicants shall be interviewed *prior to recruiting from outside the District.

~~**If a vacancy is not filled through transfer or reemployment, it shall be posted for five (5) additional working days, prior to any external posting, so that internal candidates may apply for promotion. Unit members may apply for appointment to the vacancy through promotion. If a vacancy is not filled by an internal applicant, then the District may recruit candidates from outside the District.**~~

9.3.1 Bargaining Unit Members who are promoted to a higher paid classification shall be placed on the salary schedule of the new classification at the step of the schedule **which would provide a salary increase of at least** ~~of not less than~~ five percent (5%). Step increases shall occur on an annual basis on the anniversary date of the promotion. ~~consistent with District Policy.~~

~~**9.3**~~ ~~Job announcements shall be posted at the District Office and at school sites and shall remain posted for five (5) working days before being advertised outside the District. Eligible bargaining unit members shall be considered before a new hire can be employed Job announcements will be posted on working days that the District Office is open. However, no announcements will be posted during winter and/or spring recesses.~~

9.3.2 Bargaining Unit Members will be informed in writing of the results of their written and/or performance tests.

Internal applicants who are deemed unqualified shall be given, *upon written request,* a written explanation as to why he/she was deemed unqualified so that he/she may correct any deficiencies.

Internal applicants who are not granted an interview shall be given, *upon written request,* a written explanation.

All bargaining unit member will be notified of their appointment time and date at least ~~three (3)~~ **five (5)** days prior to taking a test, ***unless there is mutual agreement for an earlier date***, for a new position, ~~or an in-district transfer~~ **not including a transfer.**

~~Unsuccessful~~ ***Upon written request*** **internal** applicants **not chosen** for a position will receive **written** notice **and an explanation as to why he/she was not chosen within ten (10) working days of the decision**. ~~if they have not been selected.~~

9.4 The District agrees to provide "cross training" to Bargaining Unit Members consistent with its needs and resources; meanwhile, nothing in this collective bargaining agreement shall prohibit such cross training. Cross training is training conducted by a fellow Bargaining Unit Member at his/her work site performing his/her duties while the trainee observes or participates. (Supervisory involvement may or may not occur). Other mutually agreeable forms of cross training may also occur. Normally, cross training shall be in blocks of not less than one work day. Once such cross training has occurred, the Bargaining Unit Member shall be credited for promotional consideration with having had prior experience in that position. Cross training shall not affect either Bargaining Unit Member's seniority.

9.5 **Any unit member may apply for a temporary promotion for a vacant position due to an approved unpaid leave of absence for 90 days or more. If selected the unit member will be paid at a rate appropriate for the position. If feasible in instances of longer leaves, the District at its discretion may divide the leave into segments and allow multiple qualified applicants to be temporarily promoted for a specific segment of the leave time. When the unit member on leave returns, the temporarily promoted unit member shall be returned to his/her original assignment/position at the appropriate pay rate. The exception shall be if his or her position no longer exists. In this case, s/he shall be afforded layoff rights as if the person had not taken the temporary promotion.**

ARTICLE 8: LEAVES OF ABSENCE

8.1 Any permanent Bargaining Unit member with justifiable reason may, upon request, be granted a leave of absence by the Board. No leave of absence may be extended beyond the close of the current school year except by renewal by the Board. A unit member who has been on leave for more than one (1) year will not be eligible for a renewal, except as otherwise indicated in this section or approved by the Superintendent. The member's salary is computed upon a per diem basis when adjustments are necessary.

Unless otherwise specified by the District, all unit members on leave must notify the District by March 1 as to whether he/she will return to employment for the following year. The District shall notify all unit members on leave of absence by February 1 regarding the March 1 notice deadline. Such notice will be binding on the District and the Bargaining Unit Member, and failure to subsequently fulfill the commitment on March 1 will be considered a voluntary resignation unless unusual circumstances warrant reconsideration by the Board of Education.

8.2.1 Sick Leave

Sick leave of one (1) day per month effective on the last day of each month, cumulative to ten (10), eleven (11), or twelve (12) days a year depending on the service year of the unit member shall be allowed. Such sick leave is accumulative indefinitely.

~~**The annual sick leave allotment is accrued** of one (1) day per month effective on the last day **July 1st** of each month **year**, cumulative to ten (10), eleven (11), or twelve (12) days a year depending on the service year of the unit member shall be allowed. Such sick leave is accumulative indefinitely.~~

8.2.2 Use of Sick Leave During Pregnancy

Disability relating to pregnancy while a unit member is rendering paid service to the District shall be treated as an illness when certified by the unit member and her doctor that she is physically disabled from performing her assigned duties. In case of absences of more than five (5) days and upon request by the District, a certificate of illness or injury must be presented to the Superintendent's Office, signed by a regularly licensed physician by whom the unit member has been treated for illness or injury. Medical verification for other absences may be requested in advance by the District under circumstances which reasonably justify such request.

8.2.3 Extended Illness or Injury Leave (Ed. Code § 45196 "Entitlement to other sick leave")

When an employee 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 not exceed the sum which is actually paid a substitute employed to fill his/her position during his/her absence.

8.3 **Industrial Illness or Accident Leave (Ed. Code § 45192)**

A unit member who is absent from duty because of illness or injury resulting from an accident or condition, which qualifies under State Worker's Compensation Law, shall be granted an occupational leave for each such accident. The number of **days in a ~~school~~ fiscal year** for any one such leave or the total number of days in one school year for more than one such leave shall not ~~exceed~~ **be less than** sixty (60) days. Only absences **that** are supported by a doctor's certificate and are the result of work-connected injury or illness can be paid under the occupational leave policy.

During the period an employee is receiving his/her regular salary from the District, he/she is required to assign to the District all temporary disability payments received from the District's Worker Compensation Administrator. Charges to the unit member's **industrial illness or accident** leave balance shall be reduced only by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the District.

Personal illness leave, earned vacation leave, and compensatory time, if any, shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. He/she may be placed on unpaid leave of absence at which time he/she shall be granted paid health insurance benefits in the same manner as though he/she were an active regular employee of the District for this thirty-nine (39) month period.

When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

An employee while receiving occupational leave benefits must remain in the State of California unless the Board of Education or designee authorizes travel outside the State.

8.4 Bereavement Leave

No deduction in salary or sick leave entitlement will be made for absence due to death in the immediate family. The term "immediate family" (OK) **includes** ~~to~~ the following persons: mother, father, grandmother, grandfather or grandchild of the member of the Bargaining unit or spouse**/Registered Domestic Partner** of the member of the Bargaining Unit, and the spouse**/Registered Domestic Partner**, son, son-in-law, daughter, daughter-in-law, stepchild, stepparent, brother or sister, **brother-in-law, sister-in-law** of the member of the Bargaining Unit, or any relative living in the immediate household of the member of the Bargaining Unit. Not more than three (3) days of absence, or five (5) days, if travel over 200 miles is necessary, shall be allowed under this section (200 miles one way, 400 miles round trip). Up to an additional five (5) days leave shall be granted in the event of the death of a spouse, child **or ~~parent~~ stepchild.**

8.5 **Military Leave**

Unit members requiring a leave for military service shall submit a request to the Superintendent for Board approval. Such leave shall expire after ninety (90) days from date of service discharge. ~~The unit member shall be reinstated to his/her position upon written request subject to District verification that he/she is capable of performing the duties of the position.~~ He/she shall have an absolute right to be restored to his/her former office or position and status formerly held by him/her upon the termination of such military duty **in a manner consistent with SLUSD Board Policy 4361.5.**

A unit member with more than one year's service in the District shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence, but not in excess of thirty (30) days in any one fiscal year.

8.6 **Jury Duty**

When a unit member is required to be absent to serve on jury duty, the unit member shall receive his/her regular salary. All jury duty fees (excluding reimbursement for meals, mileage, or parking) shall be endorsed and returned to the District.

8.7 **Personal Necessity Leave**

A unit member of the District may use his/her accumulated sick leave in cases of personal necessity. Use of sick leave under this article is limited to ten (10) days in any school year.

Unit members may use up to two (2) **~~four (4)~~** of the above ten days of personal necessity leave without disclosing the purpose of the leave. However, such

leave requires advanced notification, must comply with the general purpose of personal necessity leave, and no more than five (5) percent of the unit or ten (10) percent from any one site may use such leave on the same day.

A personal necessity is defined as an activity which is serious in nature, cannot be reasonably disregarded, can only be performed during the normal school day, and cannot be performed before or after school hours.

~~**such as death** Death in the family, serious illness or accident involving the unit member or his/her property or a member of his/her immediate family (as defined in the bereavement leave section of this article), certain types of medical and dental services or other personal necessities. which are allowed at the discretion of the Superintendent or designee are included as personal necessity leave. Absences for social or recreational activities, departing early or returning late for duty are not defined as personal necessity.~~

Acceptable reasons for the use of personal necessity leave include:

1. **Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions;**
2. **An accident involving the employee's person or property or the person or property of a member of the employee's immediate family;**
3. **A serious illness of a member of the certificated employee's immediate family;**
4. **A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order;**
5. **Fire, flood, or other immediate danger to the home of the employee;**
6. **Personal business of a serious nature, which the employee cannot disregard.**

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters, which can be taken care of outside of working hours. ~~**The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.**~~

A unit member shall request such a leave in writing at least three (3) days in advance**, when possible**~~, except for a, b, and d above~~. Upon return, a unit member may be required to submit additional proof to substantiate the personal necessity.

Advance permission shall not be required of any employee in cases involving the death of a member of the employee's immediate family, an

accident involving the employee's person or property or the person or property of a member of his/her immediate family, or the serious illness of a member of his/her immediate family. However, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable. After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

~~Reasons which shall be considered as personal necessity under this policy shall be limited to the following:~~

~~a. Death of a member of the unit member's immediate family. (This would be in addition to normal bereavement leave and according to the definition in section 8.4.) With the approval of the Superintendent or designee, up to one day per year may be used to attend the funeral of a close, personal friend.~~

~~b. Accident involving unit members person or property, or the person or property of his/her immediate family, of such an emergency nature that the immediate presence of the employee is required during the work day.~~

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

~~d. Serious or critical illness of a member of the immediate family, calling for services of a physician, and of such an emergency nature that the immediate presence of the unit member is required during the work day.~~

8.8 Catastrophic Illness or Injury Leave

A donor unit member ("donor") may donate eligible ~~sick~~ leave credits to a recipient unit member ("recipient"), who has a catastrophic illness or injury. Donations of ~~sick~~ leave credits shall be in accordance with the provisions of the Education Code section 44043.5 and this section of the contract.

Definitions: The following definitions shall apply to this section of the contract:

8.8.1 "Catastrophic illness or injury" means an illness or injury which, on the basis of medical opinion, is expected to incapacitate the recipient **or a family member** ~~from working~~ for a period of sixty (60) or more consecutive calendar days**, requiring the employee to take time off work to care for themselves or to care for that family member.**

8.8.2 For the purposes of the catastrophic leave bank, "family member" is limited to the children, spouse /registered domestic partner, and parents of the bargaining unit member. "Children" includes but is not limited to, step-children, foster children, and other dependents. "Parents" shall include mother and father-in-law.

8.8.3 "Eligible ~~sick~~ leave credits" means ~~fully paid leave of absence for illness or injury accrued by a donor in the performance of service for the District.~~ **vacation leave and sick leave accrued to the donating employee.**

Eligible ~~sick~~ leave credits may be donated by a donor to a recipient only if all of the following conditions are met:

8.8.3.1 The recipient or his or her spouse, guardian, conservator, attorney or other duly authorized person submits a written request to the District requesting such ~~sick~~ leave credits. The request shall be accompanied by written medical verification, satisfactory to the District, that the recipient has an illness or injury which is expected to incapacitate him or her from working for a period of sixty (60) or more consecutive calendar days.

8.8.3.2 The recipient has exhausted all vacation leave, fully paid leave or absence for illness or injury and other fully paid leave.

If a request for donation of eligible ~~sick~~ leave credits is approved by the District, unit members shall be given notice of the request as follows: The District shall notify CSEA of the approved request and shall send written notice of the approved request to each work site for posting and/or distribution to employees.

The catastrophic leave bank shall be available only to those participating members.

~~**The purpose of the bank is to provide paid leave to bargaining unit members who have experienced a catastrophic illness or injury either personally or within their family.**~~

~~**A qualifying "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a family member for an extended period of time, requiring the employee to take time off work to care for that family member.**~~

An employee's industrial injury leave does not qualify as an injury or illness under this definition, provided the employee is eligible for coverage under Workers Compensation.

All new employees will automatically become members of the bank unless within 60 days of employment they notify the district in writing that they do not wish to join. If the employee does not opt out, the 1 day of donated leave credit shall be deducted the next pay period.

All current bargaining unit members will automatically become members of the bank unless ~~within 60 days of ratification~~ they notify the district in writing *prior December 1, 2015* that they do not wish to join. If the employee does not opt out, the 1 day of donated leave credit shall be deducted the ~~next~~ *January 2016* pay period.

Joining the bank shall require the donation of at least 1 day per school year. ~~Current bargaining unit members will be given the opportunity within 60 days of the adoption of this language to notify the district in writing that they do not wish to join catastrophic leave bank.~~ Thereafter everyone who wishes to continue to be eligible must participate in each subsequent leave bank contribution. Automatic contributions shall take place on ~~July~~ *January* 1 of each year.

Bargaining unit members may, in writing, opt out coverage within 30 days following each subsequent requirement for contributions of one (1) additional ~~sick~~ day for the leave bank. When a member opts out he/she forfeits the right to request Catastrophic Leave Benefits under this section.

A maximum of 60 days may be granted to a unit member when accrued leave is exhausted. All catastrophic leave grants must be preceded by written request describing the catastrophic illness or injury and how the bargaining unit member qualifies for the leave as defined in this section. Initially the Assistant Superintendent of Human Resources and the CSEA President shall evaluate and act upon the request. If they are in agreement their decision shall be final.

In the event they are not in agreement after consideration of the request, the association and the district shall appoint a neutral third party to facilitate an agreement. If such agreement is not forth coming the neutral third party shall make the final decision regarding the request. It is intended that this be done on an expedited basis.

8.8.4 Pursuant to a notice of a request for donation of eligible ~~sick~~ leave credits, a donor may, upon signed written notice to the District donate **additional**

eligible ~~sick~~ leave credits for use by the recipient subject to the following conditions and limitations:

A donor may offer to donate up to **an additional** five (5) days (in hourly equivalents) of eligible ~~sick~~ leave credits, provided he or she has not less than ten (10) days in hourly equivalents ~~of sick leave credits remaining~~ **of eligible leave remaining** after making such donation. The offer to donate shall be in writing ~~on a District-prescribed form~~ and shall state the name of the donor, the name of the recipient, the number of days **and type** of eligible ~~sick~~ leave credits offered for donation and the expiration date of the offer to donate ~~sick~~ leave credits.

8.8.5 Eligible ~~sick~~ leave credits may be donated in minimum increments of one (1) day (in hourly equivalents).

~~Offers to donate eligible sick leave credits shall be recorded in order of receipt. Such offers and actual transfers of sick leave credits shall be confidential.~~

8.8.6 A recipient may use donated eligible ~~sick~~ leave credits for catastrophic illness or injury for a maximum period of twelve (12) consecutive months for any one catastrophic illness or injury.

8.8.7 Actual transfers of eligible ~~sick~~ leave credits from a donor to a recipient are irrevocable. Eligible ~~sick~~ leave credits which are not used in full by a recipient on or before the expiration date of the offer, however, shall be returned to the donor in the order in which they were received.

8.8.8 A recipient shall use any ~~sick~~ leave credits that he or she continues to accrue on a monthly basis, prior to using donated ~~sick~~ leave pursuant to this section.

8.9 Family and Medical Leave

Employees shall be entitled up to twelve (12) work-weeks of ~~unpaid~~ leave within a 12 month period for family and medical reasons under the federal Family Medical Leave Act of 1993 and the California Family Rights Act ("family medical leave"). Additional time may be requested for instances of caring for **service members** who have incurred serious injuries while on active duty. The following provisions shall be interpreted in accord with those statutes and their regulations.

1. An employee is eligible if he/she has been employed by the District for at least twelve months and has completed 1,250 hours of service in the last twelve (12) months.

2. Family medical leave shall be available ~~for the following purposes:~~ **to address qualifying exigencies (subject to The Family and Medical Leave Act 29 USC § 2600 et sec. and the California Family Rights Act Gov. Code, § 12945.2.) *Sick leave may be applied concurrently with the Family Medical Leave Act (FMLA) & California Family Rights Act (CFRA).* These exigencies include but are not limited to:**

   a. Birth of the employee's child;

   b. Placement of a child with the employee for adoption or foster care;

   c. Care for the employee's child, spouse or parent with serious health condition;

   d. The employee's own health condition that keeps the employee from performing his/her job function.

3. Family medical leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave.

4. An employee may be required to provide medical certification whenever a serious health condition of his/her family member is the reason for the leave. Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided. For the employee's own serious health condition, the medical verification rules of sick leave, extended illness leave, or other applicable leave will be utilized.

5. When advance notice is possible, an employee must provide thirty (30) days advance written notice of the need for leave. If the need for leave is unforeseen, written notice must be given as soon as possible. Failure to provide written notice may delay the granting of leave.

6. An employee taking family medical leave will continue to participate in the District provided health plan under the same terms and conditions, which applied prior to the first day of the employee's leave. An employee is required to make premium payments to the same extent made by the employee prior to the leave to maintain his or her health benefits during the leave period. If the employee fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage. An employee may at his or

her expense participate in all other employee benefits plans offered by the employer during leave.

8.10 Child Rearing Leave

Upon request, the Board may provide a unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her child. Such leaves shall normally be requested in increments of between three and six months and intended to coincide with segments of the work assignment (such as through the end of the semester for an instructional assistant). If such a leave is approved it may be extended for a maximum of one (1) year in total duration.

~~The~~ **Whenever possible the** initial leave ~~must~~ **should** be requested and the start date identified at least four (4) weeks prior to the anticipated date on which the leave is to commence. If an extension of this Child Rearing Leave is sought, the application ~~must~~ **should** be made at least six (6) weeks prior to the expiration of the original leave.

Leaves under this Article (including this section) are intended to run concurrent with all legally required leaves under the California Family Rights Act and/or Family Medical Leave Act. Furthermore, nothing in this Article is intended to result in leave rights less than would have existed independently under law.

8.11 Parental/Adoption Leave

A unit member shall upon request be granted two (2) days of parental leave without loss of pay during or immediately after the birth of the member's child. A unit member shall upon request be granted two (2) days of family leave without the loss of pay during or immediately following the adoption of a child.

8.12 Family School Partnership Leave **(See Labor Code Section 230.8)**

Unit members through established relationship as being the parent, guardian, or grandparent having custody of one or more children in ~~the kindergarten~~ **preschool** through grade twelve (12), shall be entitled to utilize up to eight (8) hours during a calendar month and up to forty (40) hours during each school year to participate in activities of the school for which the child attends

The member shall utilize existing vacation, personal leave or compensatory time off for purpose of this leave to be paid leave. The member shall also have the option of exercising this leave entitlement as an unpaid leave.

Members must provide his/her supervisor forty-eight (48) hours notice to request to utilize this leave. Lesser notice of request shall be permitted and honored when justifiable extenuating circumstances exist.

~~8.13 California Family Rights Act/Family and Medical Leave Act~~

~~The District shall comply with the applicable provisions of the California Family Rights Act and the Family Medical Leave Act. Nothing herein shall be construed to delete any rights in the contract or the Education Code. Sick leave may be applied concurrently with the Family Medical Leave Act (FMLA) & California Family Rights Act (CFRA).~~

~~Specifically, the Acts permit leave for birth of a child, placement of a child for adoption or foster care, to care for a spouse, child or parent with a serious health condition, or a serious health condition which renders the employee unable to perform job functions.~~

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.

In order to determine what options individual employees may have, the District and CSEA *designees* ~~negotiations teams~~ will identify each individual's options based on his/her seniority and which positions are available that keeps him/her closest to whole. Closest to whole is defined as to which positions to which the employee has rights in terms of hours per day. Closest to whole may result in an increase in hours and/or days for individual employees.

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 the District~~. **The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first.**

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 the classification seniority list and in the unit members' personnel files. CSEA may have a witness present for the drawing of lots.

19.6.2~~-3~~ An employee may bump in a different job classification in which he/she has seniority if a vacant position is available.

19.6.34 Bumping will be based solely on seniority ~~regardless of the number of hours worked in the position being eliminated and the number of hours in the least senior position that the affected employee would bump into.~~

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 give preference to a qualified laid off employee from the reemployment list who properly applied to the vacant positions prior to considering any outside applicants.

19.***8*** 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.***9*** 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.***9***.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.***10*** 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

Article 21: Term

CSEA and the San Leandro Unified School District agree to a 3-year term of agreement effective July 1, 2015 through June 30, 2018, or until the parties have reached another agreement. For the 2016-17 and 2017-18 school years, either party may reopen salary and fringe benefits plus two additional articles.

California School Employees Association
Local San Leandro Chapter #94

Carol Alvarez

6/13/15
Date

California School Employees Association
Labor Relations Representative

Ryan H. Apperson

6/3/15
Date

San Leandro Unified School District

John Thompson, Ed.D.

6/3/15
Date