Tentative Agreement
Between the
San Leandro Unified School District's
And the
California School Employees' Association
for
Reopener Contract Negotiations for 2017-18

August 9, 2017

Article 5: Salaries and Fringe Benefits

For the 2017-18 school year, a two (2) percent salary increase shall be applied to the CSEA salary schedule effective July 1, 2017.

Article 8: Leaves of Absence
The following language shall replace section 8.8 of the agreement:

8.8 Catastrophic Illness or Injury Leave

The purpose of the catastrophic leave bank is to provide paid leave to bargaining unit members who have experienced a catastrophic illness or injury, or have had a qualified family member experience a catastrophic illness or injury that requires the member to be absent from work. The catastrophic leave bank shall only be available to participating members of the bank.

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 for a period of thirty (30) 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-in-law and father-in-law.

8.8.3 "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.

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 (in hourly equivalents) of donated leave credit shall be deducted the next pay period.

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. 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 thirty (30) or more consecutive calendar days. 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.

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

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

If fewer than 60 days of leave are in the catastrophic leave bank, or it is determined that the leave balance in the bank is insufficient to meet the expected claims, the district and CSEA may mutually agree to seek an additional contribution of days. Should this occur, everyone who wishes to remain eligible must participate in each subsequent contribution. Conversely, unit members who had previously opted out of participating may donate a day of accrued leave or vacation to join the catastrophic leave bank. CSEA may annually request the names of members participating and the total number of days remaining in the bank.

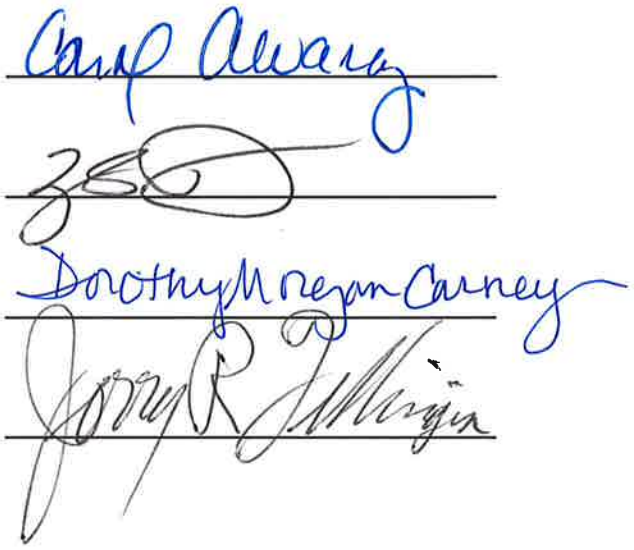
Should the district and CSEA mutually agree to dissolve the catastrophic leave bank, current participants shall receive a pro-rata share of the banked days.

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Signatures:

For the CSEA:



For the SLUSD:

