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

June 27, 2018

Article 4: Work Schedules

4.4 Assignment of overtime hours ***or extra hours*** shall be made ***as follows:*** ~~within each department at each site by seniority in the classification. Overtime shall first be offered to employees within the department (including all shifts) on a rotating basis by seniority. If the overtime is not accepted by any employee, in the department or site, then it may be offered to employees in the same classification from different departments or sites.~~

1. *Overtime or extra hours shall be offered to CSEA employees by classification at their site by rotating seniority;*
2. *Overtime or extra hours shall be offered to CSEA employees by classification at other sites by rotating seniority;*
3. *If overtime or extra hours are not accepted by any employee in that classification, then it shall be offered to CSEA employees at the site by rotating seniority;*
4. *If overtime or extra hours are not accepted by any employee in that classification or at the site, then it shall be offered to CSEA employees district wide by rotating seniority;*
5. *Each site shall create a list of CSEA employees who are interested in working overtime or extra hours prior to the offering of any overtime or extra hours. This list shall be recreated each school year prior to the offering of overtime or extra hours.*
6. *CSEA employees who want to be on an overtime/extra hours list for work outside of their current job classifications (or for classifications in which they hold seniority) must be able to competently perform the duties of the overtime/extra hours assignment.*

Article 5: Salaries and Fringe Benefits

5.1 ~~***For 2016-17, and 2017-18***~~ ***For the 2019-20 and 2020-21*** school years 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 2015-16 school year, the CSEA bargaining unit will received parity with the same percentage compensation for each of the fiscal years.

(3) For the 2015-16 school year, a two (2)% salary schedule increase shall be applied to 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.

(5) Effective July 1, 2016 the salary schedule shall be increased by 2.5% on an ongoing basis. Retroactive payments shall be issued no later than the December 2016 payroll.

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

(7) Effective July 1, 2018, a three and one half (3.5) percent salary increase shall be applied to the CSEA salary schedule.

5.2 The following language shall be added to section 5.2:

"CSEA employees working thirty (30) hours or more per week shall be required to participate in one of the district's dental plans."

5.3 The following modifications and additions shall be made to section 5.3:

MOVE THE FOLLOWING TO SECTION 9.3:
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. **Employees who have worked in the district for five (5) or more years shall receive a 10% bonus to any district assessment scores.**

PLACE THE FOLLOWING LANGUAGE AS NEW PARAGRAPH #3 IN SECTION 9.3:

The following may be considered when a CSEA member applies for a promotion: an assessment of skills and knowledge; experience in similar positions; **and** ***seniority.***

5.11 Tuberculosis Screening (New Section)
Screening for tuberculosis will be required every four (4) years or as prescribed by applicable law. Skin tests are available through the County Health Department and from certain health plans. The District will provide an annual opportunity for tuberculin screening at no cost to the employee. The District will provide x-ray examinations at District expense under the following conditions:

A. When this service is not provided by the Unit Member's health plan
B. When the Unit Member has had a positive tuberculosis skin test.

Article 8: Leaves of Absence

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" includes 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 or child or stepchild. ***All leave provided in this Section is to be taken in minimum full day increments within thirteen months of the death.***

8.7 Personal Necessity Leave

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.

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**~~ ***30*** days may be granted to a unit member when accrued leave is exhausted. ***Unit members may apply for an additional sixty (60) days.*** 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. Unit members may apply for an additional 30 days. This request can only be made after exhaustion of "differential 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 forthcoming 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.

8.11 Parental/Adoption Leave

A unit member shall upon request be granted ~~two (2)~~ **three (3)** 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)~~ **three (3)** days of family leave without the loss of pay during or immediately following the adoption of a child.

Article 11: Safety

11.5 (New) All employees who drive a vehicle during the course of their employment shall provide proof of a valid driver's license at the time of employment, upon renewal, and at the request of District management. This provision extends to employees who use personal vehicles to drive to and from sites during their workday as well as to those who use any district owned motorized vehicle including but not limited to transport carts and golf carts.

Article 21: Term

CSEA and the San Leandro Unified School District agree to a 3 year term of agreement effective July 1, 2018 through June 30, 2021, or until another agreement has been reached by the parties. For the 2019-20 and 2020-21 school years, either party may reopen Article 5: Salaries and Fringe Benefits plus two additional articles.

The parties hereto have executed this agreement by their duly authorized officers on this 27th day of June 2018.

For the District:

For CSEA: