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ARTICLE 5: SALARIES AND FRINGE BENEFITS

5.1 For the 2022-23 and 2023-24 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) Effective July 1, 2021, a five and nineteen hundredths percent (5.19%) salary increase shall be applied to the CSEA salary schedule.

5.2 The fringe benefit amount shall be $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. 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 When a classified employee of the District is promoted to a position in a higher classification, the employee will be placed on the salary step which is equivalent to at least one (1) full step beyond the employee placement in the former position but not beyond the highest step. The employee's 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. (Salary step placement language for promotions can be found in sections 5.3, 9.3.1 and 9.6.)

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 Personnel Services.

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

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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 l, 1988, new retirees who qualify in Section 5.42A shall be eligible to continue the benefits set forth in Section

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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.

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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.

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5.84 Approval Procedure:

5.841 Approval of course work will be done by the Assistant Superintendent for Administrative Services 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 Administrative Services 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.

5.851.1 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.

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

5.856.1 Approval of courses for professional growth credit must be obtained in advance from the Assistant Superintendent of Administrative Services or designee on a form provided by the Personnel Services Office.

5.857.1 Salary credit must be completed and transcripts or grade reports forwarded to the Personnel Services 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:

5.861.1 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.

5.861.2 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 unit 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).

5.9 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. The bilingual stipend shall only be approved for those unit members who

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regularly facilitate or communicate in a second language and who have passed the District-administered bilingual examination. The list of designees for bilingual duties shall be adopted by the District annually.

The District and CSEA agree to the following:

1. Administrators will submit requests for bilingual stipends (monthly or hourly differential) on the Translation Stipend Request Form annually no later than June 1st of the prior school year.
2. No later than June 30 of the prior school year the District shall: review these requests; schedule and administer bilingual testing to determine if candidates are qualified to perform translation services; and approve or deny submitted requests.
3. The District shall provide this opportunity annually. Candidates who do not pass the qualifying exam may retake the exam the following year if they continue to be recommended by the sites/departments.
4. Candidates who pass one part of the exam (oral or written) may provide bilingual assistance in the area that they passed with agreement from the site administrator, and shall be eligible for the stipend. They may retake the test in the area they did not pass when the district provides another testing opportunity.
5. Candidates who are approved for the stipend (or differential pay rate) shall receive the greater of either the translator hourly pay rate or a 5% differential increase in their hourly rate or monthly pay effective with the first paycheck of the new fiscal year (after July 1).
6. Administrators may submit requests for additional bilingual stipends for first year CSEA employees and CSEA employees who have transferred sites during the summer on the Translation Stipend Request Form any time prior to October 1. For qualified submissions, the stipend shall be reflected on the next month's paycheck.

5.10 Sequestered Paychecks for Non-working Months

Bargaining unit members who work less than 12 months shall have the ability to defer a portion of their pay to cover non-working months. The District's payroll department shall adopt a procedure to sequester employee compensation to cover the non-working months. Any requests for deferred payroll must be submitted to the Business Office no later than June 30th in order to begin withholdings for the next school year. Newly hired employees shall be given the option for withholding in their new-hire paperwork.

5.11 Tuberculosis Screening

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:

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1. When this service is not provided by the unit member's health plan.
2. When the unit member has had a positive tuberculosis skin test.

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Veronica Ochoa
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2/10/2022

Veronica Ochoa, CSEA Chapter President — Date

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2/10/2022

Janell Hampton, CSEA SBFO LRR — Date

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Grozelia Ward
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2/10/2022

Grozelia Ward, Director of Personnel Services SLUSD — Date

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ARTICLE 6: HOLIDAYS

6.1 All Bargaining Unit members shall be entitled to the following holidays provided that they were in paid status in their normal assignment on the last regularly scheduled work day immediately prior to the holiday or the work day immediately after the holiday:

Independence Day

Labor Day

Admission Day (or day designated by the Board of Education in lieu thereof during the school year)

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Martin Luther King, Jr. Day

Lincoln's Birthday Holiday

Washington's Birthday Holiday

Spring Recess Holiday

Memorial Day

Juneteenth

Full time (12 month 260 day employees) affected by Leap Year will be given, during a leap year, an additional day off to be scheduled individually by mutual agreement between the employee and his/her supervisor.

6.2 The Association and District will meet and discuss, upon the request of either party, the holidays for the coming school year prior to distributing the employee calendar.

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2/10/2022

Veronica Ochoa, CSEA Chapter President — Date

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2/10/2022

Janell Hampton, CSEA SBFO LRR — Date

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2/10/2022

Grozelia Ward, Director of Personnel Services SLUSD — Date

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ARTICLE 11: SAFETY

11.6 Absence Because of Epidemics or Emergencies

In the case of official quarantine of the unit member or the unit members' place of residence, as defined and declared by the Federal, State, or County Health Officer, or for any period during which the Bargaining Unit Member's place of employment in the district is closed because of quarantine, epidemic, or other conditions involving the health or safety of employees, provided that the employee is in active and paid status, the Bargaining Unit Member shall be paid the member's regular salary, and shall not have leave days deducted.

11.7 School or Worksite Closure

Prior to a decision to close a school or worksite and assign Bargaining Unit Members to work remotely , CSEA President or designee will need to be notified 72 hours in advance.

None of the above is intended, nor shall it be interpreted, to deprive or diminish any rights of the unit members or the Association prescribed in this Agreement or statute.

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2/10/2022

Veronica Ochoa, CSEA Chapter President — Date

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Janell Hampton, CSEA SBFO LRR — Date

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2/10/2022

Grozelia Ward, Director of Personnel Services SLUSD — Date

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ARTICLE 21: TERM

CSEA and the San Leandro Unified School District agree to a 3-year term of agreement effective July1, 2021 through June 30, 2024, or until another agreement has been reached by the parties. For the 2022-2023 and 2023-2024 school years, either party may reopen Article 5: Salaries and Fringe benefits plus two additional articles.

California School Employees Association

Local San Leandro Chapter #94, CSEA

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1/26/2022

Veronica Ochoa**,** CSEA Chapter President Date

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1/28/2022

Janell Hampton, CSEA SBFO LRR Date

San Leandro Unified School District

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Zarina Zanipatin
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1/28/2022

Zarina Zanipatin, Assistant Superintendent Date

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ARTICLE 7: VACATION

After each year during the first two (2) years with the District, an employee will be entitled to 5/6 of a working day of vacation for each full month worked.

After two (2) continuous years with the District, an employee will be entitled to 1 day of vacation for each full month worked.

After four (4) continuous years with the District, an employee will be entitled to 1 and 1/4 days of vacation per full month worked.

After ten (10) continuous years with the District, an employee will be entitled to 1 and 2/3 days of vacation per full month worked.

After twenty (20) continuous years with the District, an employee will be entitled to 1 and 5/6 days of vacation per full month worked.

This shall be interpreted to mean that during the fifth year, the employee will commence earning vacation at the rate of 1 and 1/4 days per month, during the tenth year, at the rate of 1 and 2/3 days per month and during the twentieth year, at the rate of 1 and 5/6 days per month.

New unit members starting on other than the first working day of the month will begin earning vacation on the first day of the following month. For them, earned vacation shall not become a vested right until completion of six (6) months of employment.

Vacation entitlement for employees working less than a twelve (12) month year shall be calculated as a ratio proportionate to the full twelve (12) month working year.

Vacation schedules shall have prior approval of the immediate supervisor. The fiscal year (July 1 to June 30) has no relationship to vacations.

The district shall participate in the Classified School Employee Summer Assistance Program (CSESAP) in any year that the program exists and is funded by the state.

In any year CSESAP is an option for qualifying CSEA members, employees who work assignments of less than (12) months, all unused vacation will be paid out monthly.

If the CSESAP program is discontinued by the state, for less than (12) month employees**,** all annual vacation unused at the end of the current school year will be paid in a single check in June.

The maximum accruable vacation for (12) month employees shall be two years including the year in which the vacation is earned. Any vacation accrued beyond this amount shall be converted to its current value and paid in a single check in July.

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Should a member terminate from employment with the District, the unit member shall be entitled to be paid for all vested vacation pay earned and accumulated up to and including the date of termination.

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Veronica Ochoa
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Veronica Ochoa, CSEA Chapter President — 2/10/2022 Date

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Janell Hampton, CSEA SBFO LRR — 2/10/2022 Date

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Grozelia Ward, Director of Personnel Services SLUSD — 2/10/2022 Date