
**ARTICLE XII
VACATIONS**

- A. Employees shall earn paid vacation pursuant to this Article. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- B. Upon separation from service, the employee shall be entitled to a lump sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- C.
 - 1. Eight-hour Employees shall earn vacation according to Schedule X.
 - 2. Years of Service Completed - Change from Anniversary Date to Vacation Accrual Date
 - a. For less than 12-month employees, July 1 shall be known as the Vacation Accrual Date.
 - b. Twelve month employees actual date of hire shall be the date for advancing in vacation steps according to Schedule X.
 - c. Beginning July 1, 2005, less than 12 month employees shall receive vacation pay on a monthly basis.
 - d. Beginning July 1, 1988: All less than 12-month employees shall be advanced to the next step as of July 1, 1988, and shall advance in steps, in accordance with Schedule X, each applicable July 1 thereafter.
 - e. New Employee: Such employees in paid status shall be advanced to Step 2 on the vacation schedule (Schedule X) on July 1 and shall continue to advance each applicable July 1 thereafter.

SCHEDULE X

Step (Years of Service Completed)	12-Month Employees			*10-Month Employees	
	Earned Days/Yr	Hrs/Mo	Hrs/Yr	Hrs/Mo	Hrs/Yr
1	10	6.67	80	6.67	67
2	11	7.33	88	7.33	73
3	12	8.00	96	8.00	80
4	13	8.67	104	8.67	87
5	15	10.00	120	10.00	100
6	15	10.00	120	10.00	100
7	16	10.67	128	10.67	107
8	16	10.67	128	10.67	107
9	17	11.33	136	11.33	113
10	17	11.33	136	11.33	113
11	18	12.00	144	12.00	120
12	18	12.00	144	12.00	120
13	19	12.67	152	12.67	127
14	19	12.67	152	12.67	127
15	20	13.33	160	13.33	133
16	20	13.33	160	13.33	133
17	21	14.00	168	14.00	140
18	21	14.00	168	14.00	140
19	22	14.67	176	14.67	147
20 and up	22	14.67	176	14.67	147

*For the purpose of vacation calculation employees, whether full-time (8-hour) or part-time (less than 8 hours), employed for school days only or less than 10 months shall be considered to be 10-month employees.

- D. Unused vacation days earned as of the anniversary date in any one fiscal year shall be taken before the following anniversary date, except:
1. A maximum of five (5) unused days may be carried forward to the following year provided that the employee desiring this privilege shall secure the written permission of his/her principal or immediate supervisor and provided further that the employee has a definite objective in requesting the carrying forward of the five (5) days. At no time shall any employee have more than five days over their annual vacation earned.
 2. If the employee is not permitted to take his/her full vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the Governing Board.
- E. Less than 8-hour employees shall earn vacation according to the following procedure:

1. For the purposes of this section, unit members employed in excess of 7.5 hours/day shall be considered to be 8-hour employees and the provisions of Subsection C and Schedule X shall apply. Unit members employed 7.5 or less hours/day shall receive that pro rata share of the Hrs/Yr on Schedule X, in accordance with the number of months worked per year, as their hours worked bear to 8 as shown by the "Factor" on Schedule Y below. Hours worked shall be rounded to the next highest number on Schedule Y (i.e., 6-3/4 hours = 7.0; 6-1/4 hours = 6.5, etc.).

Schedule Y

<u>Hours Worked</u>	<u>Factor</u>	<u>Hours Worked</u>	<u>Factor</u>
7.5	.938	4.5	.563
7.0	.875	4.0	.500
6.5	.813	3.5	.438
6.0	.750	3.0	.375
5.5	.688	2.5	.313
5.0	.625	2.0	.250

- a. For a full year of service, find hours worked/day (if over hours given on chart, go to the next higher number). Multiply "Factor" given by appropriate Hrs/Yr on Schedule X.

Example: You're employed 6-1/4 hours per day, go to 6.5 hours on Schedule Y (Factor = .813). You're a 10-month employee and have worked 10 years; you are on Step 10 of Schedule X. The Hrs/Yr at that level for full-time (8-hour) employees = 113. Thus you would calculate your yearly vacation entitlement as follows:

$$.813 \text{ (Factor)} \times 113 \text{ (Hrs/Yr)} = 91.86 \text{ hours}$$

- b. For a partial year of service, multiple "Factor" given in Schedule Y by Hrs/Mo given in Schedule X by number of months worked. Using the same employee as above, but the employee only works through December 30, then quits, the calculation is:

$$.813 \text{ (Factor)} \times 11.33 \text{ (Hrs/Mo)} \times 4 \text{ (Sept-Dec)} = 36.84 \text{ hrs}$$

Note: Factors are determined by dividing the number of hours worked by 8.

2. The provisions of C.1 (10-month employees) and C.2. a, b and c (changing over to July 1 anniversary date) shall apply to less-than-8-hour employees as well.

F. The date for computing eligible days of vacation shall be the anniversary date for 12-month employees as in C; the date shall be the last day worked in each fiscal year for less-than-12-month employees.

G. Vacation Scheduling:

1. Vacations shall be scheduled at times approved by the District.
 - a. An employee may request to use accrued vacation on the first day of their calendar work year.
 - i. Vacation requests will be submitted to the immediate supervisor for input and will be approved or denied by the department manager/administrator.
 - b. The employee shall submit their vacation request at least one (1) month prior to the time-off being requested. In the event that one month notice is not provided, the employee may not be allowed to take this leave, unless it is determined that unforeseen circumstances have arisen.
 - c. Vacation request shall be approved or denied within ten (10) working days from the date submitted, sooner if possible.
 - d. Already approved vacation shall not be affected by seniority.
 - e. Seniority shall be given consideration when employees within the same or similar classification at a given site submit their vacation request at the same time and indicate the same preference as to time for taking vacation.

H. Interruption of Vacation:

1. An employee may be permitted to interrupt or terminate vacation leave in order to begin sick leave, provided the employee provides verification of the illness or injury.
2. If an employee's vacation was scheduled during a time when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed and the District shall consider such request in accordance with vacation dates available at that time.

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5ARTICLE XIII

LEAVES

Tentative Agreement
May 2021

A. Sick Leave:

1. Each classified employee employed eight (8) hours a day, five (5) days a week, twelve (12) months a year, shall be entitled to twelve (12) days leave of absence for illness or injury with full pay. Such leave is accumulative from year to year.
2. Each classified employee employed eight (8) hours a day, five (5) days a week for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

Each classified employee employed less than eight (8) hours a day, five (5) days a week, twelve (12) months a year, shall be entitled to their pro-rata share of sick leave as outlined in 1. & 2. of this Article.

3. Sick leave shall be reported annually in October to each unit member. The report shall show the total number of hours of sick leave available (current year plus accrued).

Monthly Employees:

- a. Sick leave hours shall be calculated by multiplying the number of hours worked per day by the number of months worked per year:

Example:

$8 \text{ (hrs worked/day)} \times 12 \text{ (mo/yr)} = 96 \text{ hrs}$

$8 \text{ (hrs worked/day)} \times 10 \text{ (mo/yr)} = 80 \text{ hrs}$

$4 \text{ (hrs worked/day)} \times 12 \text{ (mo/yr)} = 48 \text{ hrs}$

$4 \text{ (hrs worked/day)} \times 10 \text{ (mo/yr)} = 40 \text{ hrs}$

- b. For the purposes of this section, school day only employees shall be considered to have worked 10 months.
- c. Sick leave hours shall be adjusted with any change in regular hours and/or months worked.
- d. If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceed his/her average assigned time by 50 minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be the equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.

4. Whenever an employee is required to be absent from his/her duties on account of sickness or injury, it is the responsibility of said employee to provide proof of such sickness or injury if requested. Employees who are absent on sick leave shall be considered as absent without pay unless:
 - a. A doctor's verification of illness or injury is filed with the Superintendent/designee, stating that the employee could not or should not perform his/her normal duties.

or
 - b. A written statement on the Time Report (CSD 172) is filed by the employee to the effect that he/she was ill or injured.

or
 - c. A written statement is filed by the employee to the effect that he/she is a member of a religious sect, denomination or organization, and that he/she was ill or injured and that he/she was treated by the practice of his/her religion.
 - d. In any case involving the exercise of any leave benefits accorded under this Article and countable as sick leave where the employee signs a written statement that he/she was ill as authorized by b. above, the District may, at its discretion, require certification by a medical doctor or, in appropriate cases, a religious practitioner, substantiating the basis for the particular sick leave.
5. According to current language in the Master Agreement, employees may use sick leave for medical appointments.
6. All employees shall have the right to utilize sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom, and for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom. Employees shall obtain appropriate certification from their physician as to the required absence necessitated by such causes and for disabilities, if any, caused or contributed to by such causes. Such certification shall be obtained by using CSD 182, "Sick Leave Due to Pregnancy of Employee."
7. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, are temporary disabilities and shall be treated on the same terms and conditions applied to other temporary disabilities.
8. An employee who will be absent shall:
 - a. Call the school/department as soon as possible (for example: the day before)

or

CALL NO LATER THAN ONE (1) HOUR PRIOR TO THE START OF HIS/HER WORKDAY.

- b. Call each day of continued absence unless prior notice of consecutive absence was given.

B. Maternity/Child Rearing Leave:

- 1. Maternity/Child Rearing Leave may be granted at the discretion of the District for periods of absence not required or necessitated by doctor's orders for reason of pregnancy, miscarriage, childbirth and recovery therefrom. Such leave shall be without pay.

C. Industrial Accident and Illness Leave:

- 1. Classified service employees shall be entitled to industrial accident or illness leaves of absence under the following provisions:
 - a. Allowable leave shall be for a maximum of 60 working days in any one fiscal year for the same accident.
 - b. Allowable leave shall not be accumulative from year to year.
 - c. Allowable leave shall commence on the first day of absence.
 - d. Payment for wages lost on any day while the employee is on industrial accident or illness leave shall not, when added to a temporary disability payment granted the employee under the workmen's compensation laws, exceed the normal wage for the day.
 - e. Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability payment made under workmen's compensation.
 - f. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
 - g. If the 60-day leave of absence is exhausted and the employee is not medically able to return to work, he/she then uses only so much of his/her accumulated sick leave, accumulated vacation time, or accumulated compensating time which, when added to the workmen's compensation temporary disability payment, will provide for a full day's wage or salary.
 - h. During all paid leaves of absence, whether industrial accident leave, sick leave, vacation, or compensated time off, the employee shall

endorse to the District checks received under workmen's compensation laws. Credit shall be given to the employee's accumulated sick leave, vacation, or compensated time off in an amount of time proportionate to the compensation monies received when such leave has been charged.

- i. When all available leaves of absence have been exhausted and if the employee is not medically able to return to work, he/she shall be placed on a re-employment list for a period of 39 months. When available, during the 39-month period, he/she shall be employed in a vacant position in the class of his/her previous employment over all other available candidates except for any re-employment list established because of lack of work or lack of funds. Any employee who has been medically released for return to work and who fails to accept an appropriate assignment shall be dismissed.
- j. Any employee receiving benefits for industrial accident or illness leave shall remain within the State of California unless authorized by the Board to travel outside the State.
- k. Employees requesting or claiming leaves of absence for industrial accident or illness are required to provide a doctor's certification that the employee is medically unfit to return to work. Payment shall not be made unless certification is on file with the District.
- l. Periods of leave of absence shall not be considered to be breaks in service. Health and welfare benefits shall continue in force if the employee is on temporary disability and/or is in paid status.

D. Extended Illness or Injury Leave:

- 1. Each employee shall be credited with not less than one hundred (100) working days per illness or injury of paid sick leave, including annual and accumulated sick leave entitlement under Section A of this Article (Sick Leave). Employees who begin employment subsequent to July 1 shall be credited with a prorated number of the one hundred (100) days. The one hundred (100) working days shall run concurrently with any other paid or unpaid leave entitlement.
- 2. Upon exhaustion of regular sick leave (10 or 12 days), an employee shall utilize accumulated sick leave and other paid leave, excluding vacation and compensatory time, if any prior to using the balance, if any, of the one hundred (100) working days Extended Illness or Injury Leave.
- 3. Upon exhaustion of all sick leave hours (regular and accumulated) and any other paid leave, excluding vacation and compensatory time, extended Illness

or Injury Leave shall be at a rate of fifty (50) percent of the employee's regular salary.

4. Any employee who has exhausted the one hundred (100) working days of Extended Illness or Injury Leave but has accumulated sick leave, vacation or compensation time shall be placed on additional paid leave for a period of not less than the number of paid days remaining.
5. Extended Illness or Injury Leave is not cumulative.

**THE DISTRICT MAY ASSIGN EMPLOYEES TO WORK OUT OF CLASSIFICATION*.
A SUBSTITUTE** MUST BE A NON-BARGAINING UNIT MEMBER.**

* Working Out of Classification — Article VIII, F.

** Substitute — Article XXX, Definitions

E. Personal Necessity Leave:

1. Each classified service employee may elect in case of personal necessity to use available personal illness or injury "sick leave" as provided in Education Code Section 44978. As used herein, the term "immediate family" shall include all persons named in Bereavement Leave #1. As used herein, the term "personal necessity" shall refer to those situations where the employee's presence is urgently required, as opposed to situations where the employee's presence is required merely for the convenience of the employee or his/her relative, and as opposed to situations where the particular matter could be taken care of on weekends or in after-school hours. The term "personal necessity" shall include the following situations:
 - a. Death of a member of his/her immediate family when additional leave is required beyond the necessary leave the employee is entitled to as defined in Bereavement Leave.
 - b. Accident, involving the employee's person or property, or the person or property of a member of his/her immediate family.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, or any order made with jurisdiction. Any appearance in court as a witness shall additionally be governed in accordance with Jury Duty Leave, insofar as said leave does not conflict with this leave.
 - d. Illness of a member of the immediate family where other arrangements cannot be made.

- e. Critical illness of a member of his/her immediate family. Critical illness is a life threatening illness or accident.
 - f. Observance of religious holidays formally celebrated by recognized religious groups.
 - g. Examination for certification or degree.
 - h. Attendance at graduation ceremonies involving a member of the immediate family.
 - i. Marriage of a member of the immediate family.
2. The manner of proof for an employee electing to use "sick leave" rights for personal necessity consists of the employee's designating as such on Salinas City Elementary School District Time Report Form (CSD 172) with a statement of the facts and reasons for personal necessity.
 3. No more than nine (9) days of "sick leave" may be used for personal necessity in any school year.

F. Personal Importance Leave:

1. It is recognized that there are occasions when an employee may require a Personal Importance Leave. In this event, seven (7) days annually may be taken and charged against the nine (9) days of Personal Necessity Leave provided by this Article. The employee should provide at least 1 weeks notice of this need prior to the time taken off. In the event that one week's notice is not provided, the employee may not be allowed to take this leave, unless it is determined that unforeseen circumstances have arisen.
2. Personal Importance Leave requires only a mark in the appropriate column on Salinas City Elementary School District Time Report Form (CSD 172).

G. Bereavement Leave:

1. Bereavement leave, without loss in pay, shall be granted for five (5) days for the critical illness or death in the immediate family of the employee, spouse or domestic partner. The immediate family means spouse, mother, father, stepmother, stepfather, grandmother, grandfather, grandchild, daughter, daughter-in-law, son, son-in-law, sister, sister-in-law, brother, brother-in-law, aunt, uncle, niece, nephew, or any relative living in the immediate household of the employee.

2. Bereavement leave to attend the funeral of a close friend or relative, not a member of the immediate family, will be granted for the time necessary to attend the funeral, up to one-half (1/2) day if the funeral is in Salinas and up to one (1) day if the funeral is out of the immediate environs. Any time in excess of this is to be called an unexcused absence; i.e., a deduction for substitute pay to be made.
3. If bereavement leave is granted for the critical illness of a member of the immediate family, subsequent bereavement leave for the death of the same member of the family shall not be granted in the same fiscal year without loss of pay if the employee uses the maximum days allowed during the time of critical illness.

H. Military Leave:

1. Employees shall be entitled to military leaves of absence with pay and benefits as follows:
 - a. The employee must have at least one year of service in the District.
 - b. The employee will receive his/her regular compensation for a maximum of thirty (30) calendar days (per fiscal year) of ordered military duty. (Military and Veterans Code, Section 395.01)
 - c. As used in this section, the employee:
 - (1) Must be ordered into active military duty as a member of a reserve component of the Armed Forces of the U.S.;
 - (2) Must be ordered into active federal military duty as a member of the National Guard or Naval Militia; or
 - (3) Is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the armed forces.

I. Parenthood Leave:

1. When an employee becomes a parent of a child by birth or adoption and he/she takes time off during birth or adoption, one (1) day shall be allowed with no deduction in pay.

J. Jury Duty Leave and Witness Leave:

1. Leave of absence to serve on a jury shall be granted with no loss in pay. Employees who are absent from work due to Jury Duty Leave shall indicate in the appropriate column on CSD 172. The District will deduct the fee that is currently paid by the courts, and the employee

will keep all other monies received from the courts. Language explaining this action will be part of the payroll sheet.

2. The employee will return to complete his/her normal workday following completion of his/her jury duty with the exception that an employee whose regular workday begins at 3:00 p.m. or later, and is required to serve on jury duty beyond the noon break on any workday, shall be relieved from that day's work with pay.
3. Leave of absence shall be granted with no loss in pay to unit members who have been subpoenaed as witnesses, provided the unit member is not a litigant in the case.

K. Leave Without Pay:

1. The District may grant leave of absence without pay to an employee upon written request (Form CSD 154) of the employee for reasons other than the intent of employment elsewhere for any period not to exceed one (1) year, except for military service.
2. The granting of a leave without pay gives to the employee in a one-of-a-kind position the right to return to his/her position at the expiration of the leave, provided he/she is physically and legally capable of performing the duties. If the position is filled, it shall be filled with a short-term employee for the duration of the leave.
3. The granting of a leave without pay gives all other employees the right to return to a like position at the expiration of their leave, provided they are physically and legally capable of performing the duties.
4. The District may, for good cause, cancel any leave without pay by giving the absent employee due notification of at least two (2) weeks time to return to their job.
5. An employee may make a written request to the District to return to work prior to the expiration date of the leave. The District may approve or reject the request.
6. An employee on leave under these provisions shall notify the District in writing about his/her intent to return to work fifteen (15) days prior to the end of the leave. The District shall remind the employee either verbally or in writing prior to the date notification is required.

L. Attendance Incentive Plan:

1. General Provisions:

- a. Eligibility: Any unit member who has been employed by the District for two (2) or more years shall be eligible to participate in the Plan. Unit members employed less than two (2) years shall become eligible the day following their second anniversary date. For the purposes of this provision, unit members employed for school days only shall be considered the same as twelve (12) month employees.
2. Exceptions: Any unit member is eligible for additional sick hours or the monetary equivalent to those hours, as calculated under 4, The Plan, of this article.
3. Unit members may opt each year to carryover all unused days to the following year instead of being paid as specified below.
4. The Plan:
 1. Any unit member who has used one-half (1/2) or less of the current year's sick leave, earned in accordance with Article XIII, Section A, shall be paid a stipend by the last day of October of the following school year.
 1. Employees who work up to four (4) hours will earn a \$200 stipend.
 2. Employees who work four (4) hours or more will earn a \$400 stipend.
 - a. For the purpose of this Plan, sick leave shall be calculated in hours.
 - b. The stipend shall be calculated at the pay rate of the unit member in effect at the time it is paid.
 - c. If possible, payment of the stipend shall be separate from the unit member's regular pay warrant.

M. Donation of Sick Leave:

1. Any bargaining unit member may donate, on district form (CSD 52), up to ten (10) days of accumulated and unused sick leave to a qualified classified employee who, he or she themselves or their child or spouse has suffered a long-term illness or disability and who has exhausted all other paid leaves. The donor will submit CSD 52 to the Business Office.
2. The donor must keep for his/her own use earned sick leave equivalent to the number of days/hours accrued in two (2) years.
3. To qualify to receive donated sick leave, the employee or family member must submit a written request and medical verification of long-term serious illness to the President of Chapter #149 for consideration and approval/disapproval by the Chapter's Executive Board. A long-term

serious illness is usually one that is either terminal or permanently debilitating. The decision of the Executive Board shall be presented to the District and the applicant in writing.

4. Donated sick leave shall be converted for utilization on a day-for-day basis, meaning the recipient shall be paid at his/her regular rate of pay.
5. Donated sick leave not utilized by the recipient shall be returned to the donor.
 1. Sick leave days will be granted to the recipient in increments of up to twenty (20) work days. The recipient may reapply for further sick leave days by providing further medical information and/or a personal letter explaining the need to the Executive Board.

N. Family Care and Medical Leave

An eligible employee shall be entitled to up to 12 work-weeks of unpaid leave within a 12 month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("family medical leave"). The following provisions shall be interpreted in accord with those statutes and their regulations.

1. An employee shall have been employed for a minimum of 12 months and at least 25 hours a week during this period to be eligible for family care and medical leave.
2. Leave may be granted for the birth, adoption or foster care of a child or for the serious health condition of an employee or the employee's child, spouse or parent. The Family Care and Medical Leave defines a child as a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing *in loco parentis* who is either under eighteen years old or is older and incapable of self care. Parent means the biological, foster or adoptive parent, a step-parent, or parent of an individual who stood *in loco parentis* to an employee when the employee was a child.
3. "A serious health condition" is one that involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision of a health care provider.
4. An employee who meets all the requirements of eligibility shall be entitled to twelve work weeks of unpaid leave in any twelve month period and twelve work weeks of paid (at the same level paid for employees not on leave) health and welfare benefits. A twelve month period commences on the first day of Family Care and Medical Leave.

Family Care and Medical Leave may be taken intermittently or on a reduced leave schedule if the District agrees; a leave to care for sick family member or for the employee's own condition may be taken intermittently or on a

reduced leave schedule when medically necessary. A reduced leave schedule reduces an employee's usual number of hours per day or week. An intermittent leave may include leave of periods from an hour to several weeks.

5. An employee may elect or the District may require an employee to substitute for family care and medical leave, compensatory time or any other unpaid negotiated time. An employee may elect or the District may require an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of the employee.
6. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code section 12945. An employee may take family leave once her pregnancy disability is over (i.e., when her physicians take her off disability following the birth of her child) or after four months of pregnancy disability, whichever is shorter.
7. 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 during the Family Care and Medical Leave.
8. **CHILDCARE OR CHILD BONDING LEAVE:** An employee who is the natural or adoptive parent of a child will be entitled to an unpaid leave of absence for the purpose of raising his/her child. Such leave will be for a maximum period of twelve (12) work weeks and will be granted upon giving four (4) weeks' notice prior to the anticipated date on which the leave is to commence. An employee may take leave for the birth or placement of the child. The twelve weeks do not have to be consecutive. The employee's health and welfare premium contributions shall continue to be paid by the District during this leave. An employee may utilize an available paid time (illness leave, extended illness leave, vacation, compensatory time) during the twelve (12) weeks.

An expectant mother may take FMLA leave before the birth of a child, for prenatal care, or if her condition makes her unable to work, for example. Similarly, employees may take FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement to proceed.

Leave under FMLA or CFRA shall run concurrently with any other paid or unpaid leave entitlement.

9. **MILITARY CAREGIVER LEAVE:** An eligible employee may also take up to 26 workweeks of FMLA leave in a single 12-month period. Leave under FMLA

or CFRA shall run concurrently with any other paid or unpaid leave entitlement.

To care for a covered service member with serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin, as defined in applicable statute or regulation, of the service member (military caregiver leave).

Eligible family members of both current service members and certain veterans are entitled to military caregiver leave.

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