

11.10. Multiple Positions

11.10.1. Part-time employees have the right to accept additional part-time positions which neither conflict with the hours of their current position, nor result in a total assignment in excess of eight (8) hours per day or forty hours per week.

ARTICLE 12 - LEAVES

12.1. Definition of Immediate Family

12.1.1. This definition shall be used for all leaves except catastrophic.

A member of the immediate family means:

- spouse or registered domestic partner;
- child, parent, sibling, aunt, uncle, grandparent, grandchild (whether biological, adopted, foster, step, in-law or legal ward);
- “designated person” as that term is defined by the California Family Rights Act (CFRA).

12.2. Sick Leave

12.2.1. Paid sick leave for personal illness, injury, or quarantine, will be granted to all employees on the basis of twelve (12) working days, or one (1) day per month, per year. Employees working less than eight (8) hours per day and/or less than twelve (12) months per year shall receive their pro rata share for sick leave.

12.2.1.1. Permanent employees shall be credited annually with one year’s allowance of sick leave, which must be subsequently earned. In the event an employee leaves the District after having used more than the total amount earned at the rate established above, the unearned portion shall be deducted from his/her final warrant.

12.2.1.2. New employees of the District shall not be eligible to receive more than six (6) days credit, or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (6) months of active service with the District.

12.2.1.3. Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district pursuant to the Education Code.

12.2.1.4. Medical Verification

12.2.1.4.1. After an absence due to illness or injury exceeding three (3) consecutive workdays, the District may require an employee to provide medical verification of his/her illness from his/her medical provider.

12.2.1.4.2. The District reserves the right to require future medical verification of illness after an absence of less than (3) consecutive workdays when there are specific articulable facts to support that sick leave has been abused by the employee. Use of sick leave for personal necessity in accordance with Section 12.3 shall not be considered an abuse of sick leave.

12.2.1.4.3. If the District requires future medical verification, the District shall notify the employee of the time period through which it requires such verification. This time period shall not exceed one calendar year.

12.2.1.4.4. The District shall reimburse the employee for the cost of the examination or copay required to obtain the medical verification (whichever is less) up to the standard charged by the local urgent care facility (e.g. Med 7, currently \$159-\$232).

12.2.1.5. An employee shall report his or her need to be absent from work as soon as is reasonably possible. Typically, this notification should occur at least two hours prior to

commencement of the employee's shift. Where the employee either knows or reasonably believes that the absence will exceed one (1) day, the employee shall advise the supervisor/designee of the anticipated length of absence and projected date of his/her return to duty.

12.3. Personal Necessity Use of Sick Leave

12.3.1. Each school year, an employee may elect to use accumulated paid sick leave for personal necessity at the rate listed below:

12.3.1.1. Eight (8) days of leave having worked ten (10) years or less in the District.

12.3.1.2. Ten (10) days of leave having worked more than ten (10) years in the District.

12.3.2. Sick leave for personal necessity may be used with no advance notice to their immediate supervisor required for the following reasons. Unit members are encouraged to provide notice when reasonably possible.

12.3.2.1. Death or serious illness of a member of the immediate family. Leave under this section would be in addition to normal bereavement leave.

12.3.2.2. Accident involving the employee or the employee's property or the person or property of a member of the immediate family.

12.3.2.3. Emergency situation involving the employee or employee's property or the person or property of a member of the employee's immediate family, of such a nature that the immediate presence of the employee is required during the workday. An emergency shall be defined as a situation that can neither be planned nor anticipated.

12.3.3. Unit members shall provide advanced written notification (at least three (3) business days when reasonably possible) to their immediate supervisor in order to use personal necessity for the following reason:

12.3.3.1. In special cases, this leave may be used in the case of the death of others particularly close to the employee

12.3.3.2. Legal matters

12.3.3.3. Moving (2 days per year)

12.3.3.4. Religious Holiday (2 days per year)

12.3.3.5. To attend the wedding or graduation ceremonies of a member of the immediate family.

12.3.3.6. Two (2) days per school year to attend to the educational needs of the employee's child(ren).

12.3.4. With the approval of the Associate Superintendent, Human Resources, and verification by a physician, an employee may use an additional ten (10) days for the following reason:

12.3.4.1. The life-threatening illness, injury, or operation of an immediate family member.

12.4. Perfect Attendance Leave

12.4.1. Effective 7/1/2001, employees who have perfect attendance (excluding Release Time, Jury Duty, Military Duty, Annual Leave/ Vacation, Non-student/Float Day), will be entitled to one floating holiday to be used in the following school year. This leave will not accrue and must be taken in the year granted.

12.4.2. Leave shall be taken with prior approval of the employee's supervisor with as much advance notice as is possible, giving preference to employees on the basis of seniority when possible.

12.5. Catastrophic Leave Bank

12.5.1. Creation and Purpose

12.5.1.1. CSEA and the District agree to create a Catastrophic Leave Bank ("Bank") as follows:

12.5.1.2. Catastrophic Leave will permit classified employees of the District to donate days to a Bank that will administer those days according to the terms of this section.

- 12.5.1.3. "Catastrophic illness or injury" is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's immediate family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all his/her sick leave, excluding differential leave. A doctor's verification is required.
 - 12.5.1.4. The "immediate family", for the purpose of catastrophic leave, shall be defined as spouse, domestic partner, child, stepchild, parent, and any relative currently living in the immediate household of the employee.
 - 12.5.1.5. Days in the Bank shall accumulate in the Bank from year to year.
 - 12.5.1.6. The Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) members appointed by CSEA and two (2) members appointed by the District. Appointments shall be made on a bi-annual basis.
- 12.5.2. Eligibility and Contributions
- 12.5.2.1. All classified employees of the District (excluding substitutes) with one year of service within the District are eligible to contribute to the Bank.
 - 12.5.2.2. All contributions to the Bank will be in the form of personal necessity days.
 - 12.5.2.3. Participation is voluntary but requires contributions to the Bank. Only contributors will be permitted to withdraw from the Bank.
 - 12.5.2.4. Employees who elect not to join the Bank must wait until the beginning of the next school year to join the Bank or may join during the period in which an additional day contribution is required of the Bank.
 - 12.5.2.5. The contribution, on the appropriate form, must be authorized by the unit member.
 - 12.5.2.6. Members wishing to cancel must notify the Human Resources Department in writing within the first 30 calendar days of the school year. Sick leave contributed to the Bank shall not be returned.
 - 12.5.2.7. If the number of days in the Bank drops below 25% of the amount equivalent to the number of members in the Bank, an additional contribution of the equivalent of one additional day (based upon the employee's FTE), shall be required of each member. The member may, within 30 calendar days, either contribute or cancel. Sick leave contributed to the Bank shall not be returned. If a mid-year contribution is required and a current member does not have any personal necessity days remaining, the member may contribute a sick day.
 - 12.5.2.8. Employees returning from extended leave will be permitted to contribute within 30 calendar days of beginning of work. The District shall supply enrollment forms for the Bank to all employees.
 - 12.5.2.9. Full and part-time employees wishing to participate in the Bank shall make an initial contribution of 8 hours of personal necessity the first year of participation, between October 1st, and October 31st.
 - 12.5.2.10. If an employee's FTE increases after they have donated to the Bank, they are responsible to increase their donation to be eligible to withdraw from the bank at their new FTE rate.
- 12.5.3. Application for Withdrawal from the Bank
- 12.5.3.1. Application shall be made when it becomes apparent that Catastrophic Leave may be needed.
 - 12.5.3.2. Participants must use all accrued sick leave available to them before becoming eligible to withdraw from the Bank.

- 12.5.3.3. A minimum of ten workdays of illness or injury must be covered by the participant's own sick leave, differential leave, or leave without pay the first time the participant qualifies for a withdrawal from the Bank. If the same illness/injury recurs within twelve months of the beginning of the leave, the ten-day requirement will be waived.
- 12.5.3.4. Family members may apply for catastrophic leave on behalf of the unit member.
- 12.5.3.5. Leave is granted for up to thirty (30) workdays at a time to a maximum of ninety (90) workdays. The ninety (90) workday limit may be waived by a unanimous vote of the Catastrophic Leave Committee.
- 12.5.3.6. The first ten (10) duty days of catastrophic illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay.
- 12.5.3.7. If the unit member is receiving Worker's Compensation or Disability Insurance, no leave will be granted until compensation is exhausted.
- 12.5.3.8. If no leave days are available in the Bank, the District has no obligation to provide leave.
- 12.5.4. Administration of the Bank
 - 12.5.4.1. The Committee maintains records of employees participating, receives requests, verifies validity, approves, and communicates actions to members and to the District.
 - 12.5.4.2. Decisions will be final and made in writing to the applicant within ten (10) working days of the application to the Committee.
 - 12.5.4.3. All requests and actions by the Committee will be confidential.
 - 12.5.4.4. The District will keep records and notify the committee monthly of the new members and days remaining in the Bank.
 - 12.5.4.5. If this provision is rescinded, the Committee will continue to administer Catastrophic Leave days until the days in the Bank are exhausted.
 - 12.5.4.6. If the number of days accumulated is maintained at or above 25% of the amount equivalent to the number of members in the Bank, no contributions will be assessed for that year except for new members wishing to join the Bank.

12.6. Annual Leave/Vacation

- 12.6.1. Employees earn annual leave/vacation credit for all hours in paid status including holidays and paid leaves of absence, except for those hours considered as overtime. Credit is not earned during any period of unpaid status.
- 12.6.2. All employees shall earn annual/ vacation credit at the following rates:
 - 12.6.2.1. Ten (10) hours per month during the first ten (10) years of service with the District and pro-rated based on FTE.
 - 12.6.2.2. Thirteen and one-third (13-1/3) hours per month thereafter beginning on the first day of the month following their tenth year of service and pro-rated based on FTE.
 - 12.6.2.3. Less than Twelve (12)-month Employees
 - 12.6.2.3.1. Employees who work less than twelve (12) months may not use accrued annual leave/vacation. Instead, it is paid out on a monthly basis.
 - 12.6.2.4. Twelve-Month Employees
 - 12.6.2.4.1. Not more than thirty (30) days of accumulated annual leave/vacation credit may be carried forward from one annual leave/vacation year to another. An annual leave/vacation year is defined as June 1 to May 31. A notice of an employee's vacation balance will be sent to each twelve-month employee by May 31st of each year. Any balance over 30 days, as measured on May 31, will be paid out in July each year.
 - 12.6.2.4.2. In any school year which exceeds 260 workdays by one (1) day, inclusive of holidays, twelve-month employees will be granted one additional day of annual

leave/vacation. This day shall be observed on the designated voucher day (as mutually agreed to by the Parties). In any school year which exceeds 260 workdays by two (2) days, inclusive of holidays, twelve (12)-month employees will be granted two additional days of annual leave/vacation. The first of these two days shall be observed on the first regular workday following the December 25th Holiday, and the second of these two days shall be observed on the last regular workday prior to the December 25th Holiday.

12.6.3. Annual Leave/Vacation shall be taken with prior approval of the employee's supervisor with as much advance notice as is possible. Preference is to be given to employees on the basis of seniority when possible.

12.6.4. Annual Leave/Vacation Leave in the Absence of Sick Leave

12.6.4.1. Vacation leave will be used for accident or illness absences immediately after all other accident or illness entitlements have been exhausted and the employee is unable to return to work. Annual Leave/Vacation leave may also be used for cases of personal necessity after all sick leave credit has been used.

12.6.5. Separation

12.6.5.1. Upon separation from employment with the District, employees with more than six (6) months of service shall be entitled to lump sum compensation for all earned and unused Annual Leave/ Vacation credit.

12.7. Illness During Vacation

12.7.1. According to Ed. Code 45200, if an employee is ill during his/her vacation period, those days may be charged to his/her accumulated sick leave at his/her option. Verification from a physician may be requested by the District to confirm the illness if it exceeds three (3) days. If the employee is not covered by health insurance, the District will pay for the cost of the examination.

12.8. Industrial Accident or Illness Leave

12.8.1. The following provisions shall apply to an industrial accident or industrial illness leave by a member of the bargaining unit.

12.8.1.1. Up to sixty (60) working days of pay and benefits shall be allowed in any one fiscal year for the same accident illness.

12.8.1.2. Industrial accident or illness leave will commence on the first day of absence.

12.8.1.3. Allowable leave shall not be cumulative from year to year.

12.8.1.4. When an industrial accident or illness occurs at a time when the full sixty (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.

12.8.1.5. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

12.8.1.6. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of the state, exceed the normal wage for the day.

12.8.1.7. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under normal sick leave benefits.

12.8.1.8. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving Workers' Compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensation time off, annual leave/

vacation, or other available leave, which when added to the Worker's Compensation award, provide for a full day's wage or salary.

12.8.1.9. Any employee receiving benefits pursuant to this paragraph shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

12.8.1.10. If periods of leave of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. Prior to taking such action, the employee shall be notified in writing that available paid leave has been exhausted and shall be offered an opportunity to request additional leave. To be considered, the request for additional leave must be received by the District within ten (10) calendar days after the written notice from the District has been mailed to the employee's last home address on file in the Personnel Office. When available, during the 39-month period, and if medically released to assume the duties, the person shall be employed in a vacant position in the class of the person's previous assignment. This employment will be over all available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

12.9. Extended Sick Leave

12.9.1 It is the Parties intent to implement California Education Code Section 45196 paragraph 4. The language set forth below constitutes the Parties' understanding of how this paragraph functions.

12.9.2. Employees shall once a year, at the beginning of the fiscal year, be credited with a total of one hundred (100) working days of Extended Sick Leave. Employees shall be eligible to use Extended Sick Leave once they have exhausted all accumulated sick leave.

12.9.3. Extended Sick Leave shall be compensated at the rate of fifty percent (50%) of the employee's regular salary. Extended Sick Leave is used in minimum increments of a full day.

12.9.4. Unused Extended Sick Leave does not rollover into the following fiscal year.

12.9.5. The Extended Sick Leave does not restart within the fiscal year for separate injury or illness.

12.9.6. Employees enrolled in Catastrophic Leave Bank may choose to apply to Catastrophic Leave Bank before or after using Extended Sick Leave.

12.10. Parental Leave

12.10.1. If the employee is granted a family leave under section 12.12 of this article for the purposes of caring for his/her children or parents, four (4) weeks of this leave may be charged to the employee's accumulated sick leave. In addition to the benefits provided under section 12.12 of this article, the employee may request an additional unpaid parental leave. This leave shall not exceed three (3) full semesters or four (4) full trimesters in length. While on parental leave, a position in the District will be encumbered.

12.11. General Leaves

12.11.1. After being an employee of the District for one (1) year and passing the probationary period, an employee may request an unpaid leave of absence of up to one (1) calendar year in duration. If the leave is approved, a position in the District will be encumbered that is equal to the employee's current class status, hours of employment, and annual days of employment.

12.11.2. This leave is not intended to be used to accept a position with another employer unless that employment is determined to be as an "employee on loan" to that employer with a fixed return date.

12.12. Family and Medical Leave

12.12.1. Family and medical leave is available to eligible employees pursuant to the Family Care and Medical Leave Act and related federal and state statutes. Use of such leave is governed by the following provisions:

- 12.12.1.1. The maximum family and medical leave is twelve (12) weeks in a twelve-(12) month period, excluding the period of disability, if any, due to pregnancy, childbirth, miscarriage, abortion, or related conditions.
- 12.12.1.2. Employees must have one (1) year of service in order to be eligible for leave. Leaves may be used for the birth, adoption, fostering, or serious health condition of the employee's child, or the serious health condition of the employee or his/her spouse or parent.
- 12.12.1.3. The District may require the employee to submit certification from the appropriate health care provider in conjunction with the leave request. Certification does not include a diagnosis of the employee's medical condition or medical facts related to the condition. The District may, at its option and cost, require a second opinion.
- 12.12.1.4. The District will maintain the employee's benefit premiums for the entire leave period.

12.13. Bereavement Leave

12.13.1. In the event of the death of a member of his/her immediate family, an employee shall be granted a maximum of six (6) days paid leave.

12.14. Jury Duty/Witness Leave

- 12.14.1. Employees called for jury duty and receiving remuneration for that service, or employees receiving witness fees, shall continue to receive their full pay from the District. The employee shall remit to the District the money received for that portion of his/her services performed during his/her normal work hours, excluding any travel allowances. This may be done either by endorsing his/her jury duty/witness fee check to the District or by remitting any equal amount in cash or personal check to the District.
- 12.14.2. Any employee whose regularly assigned shift begins or continues after 5:00 P.M. and who is required to serve the day's full court obligation on jury duty shall be relieved from work that day with pay.
- 12.14.3. Employees may choose to keep their jury duty checks and receive no District pay.

12.15. Military Leave

12.15.1. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

12.16. Impossible Travel Conditions

12.16.1. If an employee is unable to get to work due to impossible travel conditions, up to two (2) days of absences per year shall be non-deductible.

12.17. Association Leave

- 12.17.1. The District shall provide to the CSEA chapter president/designee a maximum of 30 days of leave of absence per year subject to the limitations listed to perform leadership duties.
- 12.17.2. Prior approval of the superintendent/designee shall be obtained pursuant to these provisions. In no case shall the leave exceed thirty (30) days per year. This leave is in addition to release time for policy advisory, meet and confer, and negotiation meetings.

- 12.17.2.1. A request presented by the CSEA chapter president to the District shall be provided twenty-four (24) hours in advance.
- 12.17.2.2. On occasion, it may be necessary to exceed the 30 days of leave granted above. CSEA may make a request to the superintendent/designee indicating the number of additional days required. CSEA shall reimburse the District for the cost of any substitutes required for these additional days within 45 days of receipt of billing.

ARTICLE 13 – SAFETY

- 13.1. The District and CSEA are committed to maximizing employee safety and believe that safety is every employee's responsibility. No employees shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- 13.2. It is the obligation of all employees to maintain high standards for health and safety to eliminate, to the greatest extent possible, industrial accidents and illnesses. The Superintendent or designee shall provide safety devices, safeguards, methods, and processes for staff that are reasonably adequate to render the employment and place of employment safe and adopt all procedures regarding safety in Board Policy and Administrative Regulation 4257.
- 13.3. All employees are encouraged to report any unhealthy or unsafe conditions, preferably in writing.
 - 13.3.1. Employee's supervisor shall respond to the employee and provide information on any action to be taken as a result of the report.
 - 13.3.2. No employee will be discriminated against for reporting unsafe or unhealthy working conditions.
 - 13.3.3. Employees may make anonymous reports of unsafe conditions to the District IIPP Committee c/o Human Resources at the ESC.
- 13.4. CSEA is permitted two bargaining unit representatives to the District Injury and Illness Prevention Program Committee.

ARTICLE 14 - SAVINGS PROVISION

- 14.1. If any provisions of this Agreement are found to be contrary to law, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 15 - MISCELLANEOUS

- 15.1. The District and CSEA will mutually examine provisions in the 4200 series of the District policy for specific items that we mutually agree shall be placed within the contract.
- 15.2. Conference Attendance, Travel Expenses
 - 15.2.1. All meetings, conferences, or conventions that require the employee to be away from his/her regularly scheduled work shall be approved by the immediate supervisor. All necessary expenses of attending such meetings shall be charged to the District. Such expenses include but are not limited to lodging, meals, transportation, registration fees, mileage, and other conferences related expenses. Rates of reimbursement are established in Board Policy 4227.
 - 15.2.2. For attendance at CSEA State Conference (Article 4.3.1.), the District shall reimburse CSEA for one half of the total expenditures up to a maximum of \$1000.00 annually for expenses listed in