

RIVERSIDE UNIFIED SCHOOL DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

And its Chapter #506

TENTATIVE AGREEMENT

July 12, 2019

This Tentative Agreement (TA) is entered by and between Riverside Unified School District (hereinafter "District") and the California School Employees Association and its Chapter #506 (hereinafter "CSEA"). The District and CSEA meet and negotiate wages, hours, and working conditions.

The parties agree to the following changes in the CBA, Leaves Article:

ARTICLE XIII

LEAVES

- 13.5 Personal Necessity Leave: A regular full-time unit member may elect to use annual accumulative illness or injury leave, not to exceed ~~seven~~ **eight (78)** days per school year.
- 13.5.1 A unit member shall be entitled to use ~~seven~~ **eight (78)** days of accrued sick leave during each school year in cases of personal necessity.
- 13.5.2 Personal Necessity shall include any of the following:
- (1) The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section 13.6 of this Article.
 - (2) An accident involving the unit member's property or the person or property of a member of the unit member's immediate family. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably disregard, and (3) require the attention of the unit member during such unit member's assigned hours of service.
 - (3) An illness, including pregnancy of unit member's spouse, or a member of

the unit member's immediate family as defined in Section 13.6.3, serious in nature, which under the circumstances the unit member cannot reasonably disregard, and which requires the attention of the unit member during such unit member's assigned hours of service.

- (4) Imminent danger to the home of the unit member, occasioned by a factor such as flood or fire, serious in nature, and which requires the attention of the unit member during such unit member's assigned hours of service.
- (5) An appearance of the unit member in court as a litigant or as a witness under an official order. The unit member is expected to return to work in cases where the unit member is not required to be absent the entire day. Only the hours missed from the work site shall be charged against the unit member's personal necessity leave.
- (6) Recognized days of observance of a unit member's personal faith. Personal Necessity leave for such purposes shall be granted only when attendance at such unit member's place of work would make impossible observance of that recognized day by the religious worship called for by the unit member's faith.
- (7) Attending the high school graduation, college graduation, elementary school promotion, middle school promotion of the unit member's child/children.
- (8) In order to attend the memorial service or funeral of a fellow unit member when such service is scheduled during a regular workday, a unit member may request personal necessity leave. These requests shall be granted to the extent that the coverage of regular duties deemed necessary by the unit member's supervisor can be arranged by that supervisor. The denial of a request by the Director, Classified Personnel shall not be subject to grievance.
- (9) The birth of a child making it necessary for a bargaining unit member who

is the father of the child to be absent from his position during the assigned hours of service.

- (10) Other personal necessity which may be allowed at the discretion of the Director, Classified Personnel. Causes for personal necessity deemed valid by the Director, Classified Personnel in granting leave under this section shall be deemed valid for only a specific situation involving a particular applicant and the acceptance of a cause deemed to be a personal necessity under this section shall not establish any precedent.

13.5.3 The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

- (1) The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the unit member is entitled.
- (2) The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
- (3) Payment of such absence shall be made only upon completion of a written report by the unit member to the District stating that the absence was due to a situation designated as a personal necessity within the meaning of this section. The District may deny the unit member's request if the leave was not a personal necessity within the meaning of this section.

13.5.4 Unrestricted Personal Business Leave: Unit members shall be eligible to use up to **three** ~~two~~ **(32)** days of unrestricted personal business leave per each school year, to be deducted from any available sick leave days accrued. ~~Except for an emergency situation, A~~ a request for such leave must, ~~when feasible,~~ be submitted **to the unit member's immediate supervisor two** ~~three~~ **(23)** workdays in advance of the requested leave date. ~~Except when only one (1) unit member makes such a request, no more than five (5) percent of the unit members at a worksite may use leave in this manner on the same day.~~ Such leave may not be used the first or last five (5) days of **the school year** ~~each semester,~~ or before or after a scheduled holiday **or recess,** ~~unless approved by the Personnel Department.~~ **In the event of an emergency (defined in 2.2), the Personnel Department may grant an exception.**

This is a tentative agreement and shall not be finalized until the completion of CSEA's policy 610 review process and the District's Board approval process.

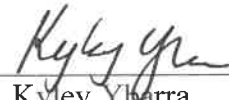
**For California School Employees Association
(CSEA) Chapter #506:**

For Riverside Unified School District:



Dan Rudd
CSEA President Chapter #506
Leadership

8/29/19
Date

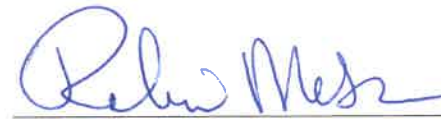


Kyle Ybarra
Assistant Superintendent, Personnel and

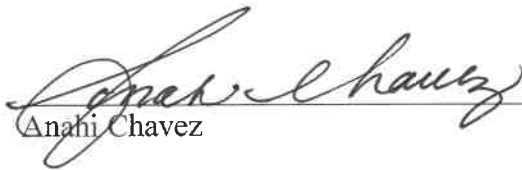
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Date



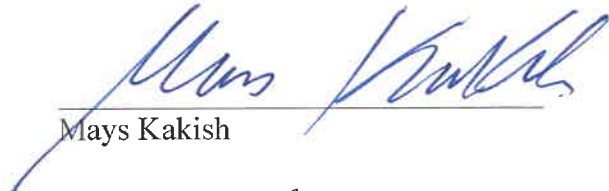
Wendy Lamb
Labor Relations Representative CSEA



Robin Mesa
Director, Classified Personnel



Anahi Chavez



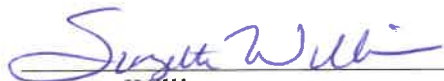
Mays Kakish



Carrie Alldis



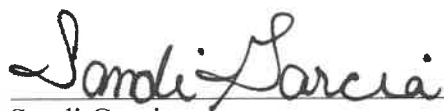
Hayley Calhoun



Suzette Williams



Ken Mueller



Sandi Garcia



Shani Dahl



Mike Green