

CAUSE * Counter Proposal (1st)

Article 13: LEAVE Provisions

Submitted - Jan. 11, 2023

Certificated Bargaining Cycle 2022-23

The following proposal stands independent of and from other proposals that have been provided or will be provided. This proposal is not intended to serve as a comprehensive proposal for the 2022-23 bargaining cycle.

The Union will use the routine process of STRIKETHROUGHS (for language we do not support) and **bolded & underlined** text for proposed language we do support.

13.1.4 - Per Ed Code 44977 (a) During each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence ~~or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed.~~ The school district shall make every reasonable effort to secure the services of a substitute employee. (b) For purposes of subdivision (a): (1) The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. (2) An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

13.1.4.1: For purposes of section 13.1.4, the amount deducted from the salary due unit member (i.e., "differential pay leave") will be the daily rate at Step 1/Column 1 (currently \$ 255.00) of the Certificate Salary Schedule or the daily substitute rate (currently \$200.00, published on), whichever is less."

13.8 Maternity Leave

13.8.4 The major purpose of these regulations is to enable the District to make sound educational plans concerning personnel and the program of education. The assignment upon return shall be determined solely by the District, **-with the continued expectation that the faculty member returns to their previous classroom and assignment.**

13.15 - COVID Specific Leave (New contract provision/s) CUSD Employees will be provided an additional 5 paid leave days, in the event they contract COVID & can demonstrate a positive transmission.

A unit member who is unable to work or telework, due to any of the following reasons:

13.15.1 - The employee will be required to provide a COVID positive test. This leave will be used prior to impacting the current leave provisions and opportunities existing in the contract, which will remain unchanged.

13.15.2 - The employee is subject to a quarantine or isolation period related to COVID-19, as defined by an order or guidance of the State Department of Public Health, the federal Centers for Disease Control and Prevention, or a local public health officer who has jurisdiction over the workplace. If the employee is subject to more than one quarantine or isolation period, the employee shall be permitted to use any available state supplemental paid sick leave for the minimum quarantine or isolation period under the order or guidance that provides for the longest such minimum period.

13.15.3 - The employee has been advised by a health care provider to isolate or quarantine due to COVID-19.

13.15.4 - The employee is attending an appointment for themselves or a specified family member to receive a vaccine or a vaccine booster for protection against COVID-19

13.15.5 - The employee is experiencing symptoms, or caring for a specified family member experiencing symptoms, related to a COVID-19 vaccine or vaccine booster that prevent the employee from being able to work or telework.

13.15.6 - The employee is caring for a specified family member who is subject to an order or guidance described in subparagraph (1) above or who has been advised to isolate or quarantine, as described in subparagraph (2) above.

13.15.7 - The employee is caring for their child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.

13.16 -- For purposes of this article, “family member” and “child” have the same definitions as apply for existing “kin care” leave pursuant to Labor Code 233, and includes: child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. regardless of age or dependency status); parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); spouse; registered domestic partner; grandparent; grandchild; sibling.

13.17 - The District will notify the employee of the specific leave status and source of leave funding within 5 days after the member has demonstrated their eligibility for said COVID related leave.

13.18 - Natural Disaster Leave (New contract provision/s) :

13.18.1. - Employers are responsible to protect employees from unreasonable danger in the workplace, which includes an imminent "natural phenomenon" that will threaten employee safety and health.

13.18.1.1 - In the event that public authorities declare an emergency condition of any kind, be it EVACUATION WARNING, EVACUATION ORDER, SHELTER IN PLACE, etc. , the District will act immediately to implement the public authorities declaration.

13.18.1.2 - Schools and Facilities will not be kept in a status that is in conflict with the public authorities declaration. Acknowledgment will be given to the condition that many District employees reside in surrounding communities just beyond Carpinteria, and are directly impacted by the status of those communities, roadways, and access to public transportation and utilities. Therefore, public authority declarations that address any community in Santa Barbara County or Ventura County will trigger the release of those personnel who reside or must travel through the areas impacted and cited in the public declaration.

13.18.1.3 - In the event that employees are stranded in Carpinteria or Summerland, as a result of a natural disasters, emergency road/rail-line closures, or public safety event, said employees will be provided fully-funded vouchers for their sleeping accommodations. The District may work with local hotels to secure rooms at specified rates, and limit access to said hotels, so as to reduce the costs to the District.

13.18.2 - The district shall offer paid leave to an employee ~~should they be unable to travel to work~~ if schools are shut down due any of the following a natural disasters, earthquake, flood, fire, adverse weather, vehicle accidents, landslide, flying objects, electrical hazards from downed power lines. etc.
