

CAUSE Counter-Proposal
CLASSIFIED * Article 12: LEAVE Provisions

** Bargaining Cycle 2023-24 **

Submitted - June 3, 2024

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.

ARTICLE 12. LEAVE PROVISIONS

The benefits which are expressly provided by this Article, Article 12, are the sole benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the Grievance Procedure, Article 3.

Interest...

Clearly define the process for registering employee absence/leave: Currently, District employees register their absences, leave notifications, and/or leave requests, using the District's absence reporting website (FRONTLINE; previously AESOP). However, there is a great deal of confusion surrounding this practice; for both employees & administrators. This confusion undermines employee access to contractual leave, especially when Principals, Supervisors, and/or Directors attempt (*often on an inconsistent and personalized basis*) to introduce informal, redundant, and non-contractual informal criteria for employee to utilize their entitled contractual leave.

Similarly, the Union is not aware of any annual training that clarifies how the absence reporting website (FRONTLINE; previously AESOP) is used. A variety of informal expectations further confuse more formal expectations that exist.

Article 12. LEAVE PROVISIONS

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12.1. Sick Leave

12.1.1 In any fiscal year, an employee shall earn paid sick leave time at the rate of one day for each full month of paid service on an unlimited accumulated basis. One- half of the employee's sick leave accumulated in any given year can be used for the

illness of his/her spouse or child.

12.1.2 A part-time employee shall earn sick leave and be paid sick leave benefits in direct proportion to which such assignment relates to full time.

12.1.3 When an employee is absent from duties because of verified illness or injury, whether or not the absence arises out of or in the course of the employment, said employee is paid full salary for such portion of the earned current and accumulated sick leave benefits.

12.1.4 Interpretation of the above paragraphs of this Agreement shall be in accordance with Education Code Section 45191.

12.1.5 Unused sick leave provided above shall be accumulated from year to year with no cumulative limit.

12.1.6 Legal holidays, Saturdays and Sundays shall not be counted as any part of said sick leave unless the employee is obligated to work on such days.

12.1.7 A regular classified employee shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which he is entitled under Section 45191. Such days of paid sick leave in addition to those required by Section 45191 shall be compensated at not less than 50 percent of the employee's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

12.1.8 After any absence, the District may require evidence satisfactory to the District in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave is requested. Under no circumstances may sick leave be used in lieu of, in addition to, or as vacation. Before the District requires a

physician's certificate to justify leave utilization, it will first warn the employee with a copy of the warning provided to the personnel file. This notice is required only one time except that, if a two (2) year time period expires during which the employee has no challenged absences, the District must again provide the above warning.

a. The District shall cause to have kept complete records of attendance and including a physician's certificate when required. All such records shall be available to the District for the purpose of ascertaining and preparing payrolls.

12.2. Industrial Accident and Industrial Illness Leave

12.2.1 Allowable leave shall be for not less than sixty-working (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident. The accident must have been reported within 24 hours of its occurrence, on the form provided by the District. It must be verified by the insurer as a bona fide injury arising out of and in the course of service in the District.

12.2.2 Allowable leave shall not be accumulated from year to year.

12.2.3 Industrial accident or illness leave shall commence on the first day of absence.

12.2.4 When an employee is absent from duty on account of an industrial accident or illness, he/she shall be paid such portion of the salary due in any month the absence occurs, which when added to a temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code will result in a payment of not more than full salary.

12.2.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

12.2.6 When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due for the same illness or injury.

12.2.7 Upon termination of the industrial accident or illness leave, the employee shall be entitled to benefits provided in Education Code sections 45191 and 45196 and, for the purposes of the Sections, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that, if the employee continues to receive temporary disability indemnity, election may be made to take as much of the accumulated sick leave which, then added to temporary disability indemnity, will result in a payment of not more than the full salary.

12.2.8 The District may, by policy, provide for such additional leave-of-absence for industrial accident or illness as it deems appropriate.

12.2.9 During any paid leave-of-absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District in turn, shall issue the employee appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized contributions.

Updated April 4, 2024

12.2.10 An employee's industrial accident leave shall be suspended automatically for any period during which he/she is not within the State unless he/she has obtained prior approval of the Board of Education for absence from the State.

12.3. Bereavement Leave

12.3.1 An employee is allowed a leave of absence, not to exceed five (5) workdays, on full pay, when such absence is occasioned by reason of death in the immediate family. Immediate family is defined as spouse, domestic partner, mother, father, son, son-in-law, daughter, daughter-in-law, brother, sister, grandmother, grandfather, grandchild or any relative living in the immediate household of the employee. This list is extended to the same relatives for the spouse/domestic partner of the employee.

12.3.2 Bereavement leave is not applicable while an employee is on sick leave, scheduled vacation, unpaid leave-of-absence, or during unscheduled workdays for employees.

12.4. Personal Necessity

12.4.1 Up to seven (7) days of leave for personal necessity leave (to be charged against sick leave) may be used for circumstances which are serious in nature, cannot reasonably be expected to be disregarded, and require the attention of the employee during the assigned hours of service. If more time is necessary, the employee may request an extension from the District.

12.4.2 Acceptable reasons for the use of personal necessity leave include, but are not limited to:

- a. A serious illness of a member of his or her immediate family.
- b. Required court appearance of the employee
- c. Fire, flood, or other immediate danger to the property of the employee

- d. Personal business of a serious nature which the employee cannot disregard, such as, but not limited to the death of a friend or relative who is not immediate family.

12.4.3 An employee shall not be required to secure advance permission for leave taken for any of the following reasons:

- a. Death or illness of a member of his or her immediate family
- b. Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

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12.4.4 Except in urgent circumstances, an employee is expected to obtain advance permission for all other uses of personal necessity leave. Upon return from leave, an employee will complete required forms verifying the absence.

12.4.5 Employees may not take personal necessity leave for concerted activities, on the day before or after holidays, for paid employment, or for vacation.

12.4.6 Employees are entitled to use up to six (6) weeks of earned sick leave for formal adoption or foster care placement.

12.5. **Personal Business Leave**

12.5.1 An employee may use up to two (2) days per year of accumulated sick leave for personal business. These days

may be used for any purpose at the employee's discretion but may not include concerted activities.

12.5.2 Three (3) days advance notice shall be required, but no request may be made prior to ninety (90) days before the requested day of leave. Such leave may not be used during the first or last week that school is in session.

12.5.3 The maximum number of employees at each work site who shall be granted Personal Business Leave on any one day is based on the inconvenience the absence would cause for the operation of the District; i.e. on sites or in classifications where adequate substitutes can be obtained or work can be covered on a short-term basis. In circumstances where multiple requests are received, seniority will be the factor used to discriminate among requests.

12.5.4 The site administration is required to notify the employee within twenty-four (24) hours of the request as to whether the request is approved.

12.6. Military Leave

12.6.1 Within twenty-four (24) hours of receipt of military orders which will require a leave, the employee is to furnish a copy to his or her immediate supervisor along with a letter which states that: The leave is required and there are no alternatives; a reasonable attempt (include documentation) has been made to seek rescheduling to a time when school service will not be interrupted.

12.6.2 Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code, Sections 389 and 395.

12.7. Maternity Leave

12.7.1 Employees are entitled to use earned sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

12.7.2 In the event an employee, who is or was pregnant, wishes to remain absent from duties beyond the period of verified physical disability, an unpaid leave may be granted at the discretion of the District for a maximum of the balance of the school year in which the disability absence for confinement ends.

12.7.3 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.

12.8. Jury Duty Leave

12.8.1 The District agrees to grant to employees regularly called for jury duty, in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform the duty during the employee's regularly assigned working hours. Employees, so called for jury duty, shall submit a written notice along with a copy of the summons to the District upon receiving said summons from officers of the Court. The District shall pay the employee

his/her salary and the employee is to remit to the District (within thirty (30) days after receipt of check) the amount received for jury duty, less the amount awarded by the Court for mileage. Employees shall be at work during any day or portion thereof in which jury duty services are not required. Night custodians who serve a complete day of jury service are excused from work that night. The District may require verification of jury duty date(s) and time(s) prior to or subsequent to providing jury duty compensation.

12.8.2 The District reserves the right to request to have any employee excused from jury service in the event it determines that said jury service would entail hardship on the public served by the employee.

12.9. Sick Leave Donation Program

12.9.1 In the event of a catastrophic illness or injury to an employee or member of the employee's family, a sick leave bank may be established.

12.9.2 Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate an employee or members of his/her family for an extended period of time.

12.9.3 Family member is defined as the employee's spouse, parents, parent-in-laws, siblings, children, and stepchildren.

12.9.4 A bank will allow employees to donate up to thirty two (32) hours a year of accumulated sick leave to another employee. An employee who chooses to donate:

- a. Must provide written notice to the District Office of the intent to transfer the accumulated sick leave days (on District form);

- b. Must donate in one-hour increments up to a maximum of sixteen (16) sick leave hours;
- c. Must acknowledge in writing (on District form) that the employee understands that he/she cannot revoke the donation of the accumulated sick leave days because all transfers to accumulated sick leave days are irrevocable and binding. The donating employee must sign and date this acknowledgement;
- d. Must maintain a limit of ten (10) days of sick leave..
- e. May be either certificated or classified.

12.9.5 The sick leave donation bank can only go into effect after the receiving employee has exhausted all accrued sick leave.

12.9.6 The employee who is requesting a donation of leave for catastrophic illness:

- a. Must request in writing to the Superintendent that accumulated sick leave days be donated and the method of notification;
- b. Must provide verification of the catastrophic illness or injury.

12.9.7 A District committee composed of two (2) CAUSE members selected by the CAUSE President and two (2) members selected by the Superintendent will determine, by unanimous vote, whether the employee is eligible to receive the donated days.

12.9.8 The employee receiving the donated accumulated sick leave days can only receive donated accumulated sick leave days for a maximum of fifty (50) days in any one-contract year. In the event that an employee uses all of the donated leave, the employee may request the District Committee to approve up to an additional fifty (50) days.

12.9.9 Only donated days that are used by the receiving employee shall be transferred from the donating employee's accumulated sick leave.

12.10. Family Care Leave.

12.10.1 The District shall comply with the Federal Family and Medical Leave Act of 1993. Under the federal law, employees are entitled to three (3) months of unpaid family care leave during any 12-month period. In general, "family care leave" means leave because of (1) the birth of a child of an employee, (2) the placement of a child with an employee in connection with the adoption or foster care of a child with an employee, (3) the serious illness of a child or an employee; or (4) leave to care for a parent or a spouse who has a serious health condition. The references to the Family and Medical Leave Act are incomplete and only intended to explain the possible options for leave pursuant to the law. They are included only as a "road map" and not otherwise intended to lessen or award rights beyond those included in the law.

12.10.2 In accordance with the federal law, the District shall pay to its employees regular health and benefits contributions for up to three (3) months during the twelve (12) month period. The District may recover the District's contributions if the employee fails to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control.

12.11. Leave of Absence Without Pay

12.11.1 The Superintendent may authorize a leave or absence without pay for any permanent or probationary employee for a period not to exceed 30 calendar days. Leaves of absence without pay in excess of thirty (30) days must be approved by the Board of Education.

12.11.2 A leave of absence may be granted only to an employee who intends to return to the classified service.

12.11.3 Leave of absence without pay may be granted to an employee for any of the following reasons:

- a. To attend school or college or to be trained to improve the quality of his/her service;
- b. If temporarily incapacitated by illness or is pregnant;
- c. If he/she is loaned to another governmental agency for the performance of a specific assignment;
- d. Or other authorized reasons.

12.11.4 Authorized leave of absence without pay shall not be construed as a break in service or employment and rights accrued at the time the leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary, and other similar benefits shall not accrue to a person granted such a leave during the period of absence. An employee returning from a leave of absence without pay shall receive the same step in the salary range received when the leave of absence began. Time spent on such leave without pay shall not count toward service for increases within the salary range.

12.12. Additional Leaves for Non-Industrial Accident or Illness. A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation leave, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may, with the recommendation of the Superintendent and approval of the Board of Education, be granted six (6) months leave, paid or unpaid, as determined by the Board. The Board may extend such leave for up to two (2) additional six (6) month periods, but not to exceed a total of eighteen (18) months.

12.12.1 The Superintendent may authorize a leave of absence without pay for any permanent or probationary employee for a period not to exceed 30 calendar days. Leaves of absence without pay in excess of thirty (30) days must be approved by the Board of Education. If the leave is denied, the reason for denial will be provided the employee in writing.

12.13. **Absence Without Leave.** All unauthorized or unreported absences shall be considered as absence without leave, and a deduction of pay shall be made for each period of such absence. Such absence may be made the grounds for disciplinary action and will serve to interrupt continuous service. Absence without leave, for five (5) consecutive working days is grounds for dismissal from the classified service.

12.14.0 Reporting of Absences

- a. Any employee of the classified service who is absent from duty for any reason shall report the reason therefore to his/her supervisor immediately on the day of absence or before, if possible, and in any case, at the earliest practicable time.
- b. The supervisor's absence report shall be forwarded to the Business Office.
- c. An employee who finds it necessary to leave work because of illness or for any other reason at a time when no supervisor is available, shall report the time he/she left and reason therefore to the Business Office prior to the start of the employee's next following workday. Failure to do so may be made the grounds for disciplinary action.*The language of Article 12 will be modified to require CUSD to comply with the Parental Leave legislation (AB 375) which became effective 1/1/16.

12.15 - Registering Employee Absence/Leave: District employees will register their contractual absences, leave notifications, and/or leave requests, using the District's designated absence reporting process/program. (Ex. currently 2023-24 - FRONTLINE website; previously AESOP website, but subject to change upon notification in years out).

12.15.1 - At the outset of each instructional year and upon hiring, the District will provide employees a District-wide notification, clarifying the most current reporting process/program. The notification will clarify how employees will use the absence reporting system to register LEAVE & LEAVE Requests to CUSD Administration.

12.15.2 - District employees will be notified of any changes to the District absence reporting process/program, prior to said changes being enforced.