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Unit G SEIU District Proposals 10-22-2025

UNIT G - AGREEMENT

Parties Proposed No Changes

UNIT G - ARTICLE I
RECOGNITION

1.0 – Parties Proposed No Changes

~~1.1 Included: Unclassified employees who are in the classifications of School Supervision Aide, Playground Supervisor, Playground Worker, and Part-time Playground Helper.~~

~~Also included: Per PERB Case No. LA-UM-787-E, School Supervision Aides who also have a classified assignment (Class Code 5364) and per PERB Case No. LA-UM-790-E, Community Representatives (Class Codes 8100, 8102, 8103 and 8104).~~

1.1 Included: All regular employees in restricted and permanent status, employed in the following classes:

- 5337 Community Representative A and (Restricted)
- 5338 Community Representative C and (Restricted)
- 5339 Community Representative D and (Restricted)
- 5340 Community Representative E and (Restricted)
- 8486 Out-of-School Program Helper
- 5367 Out-of-School Program Supervisor and (Restricted)
- 5369 Out-of-School Program Worker and (Restricted)
- 5360 School Supervision Aide and (Restricted)

1.2 Excluded: All other personnel such as those designated as management, supervisory or confidential within the meaning of Government Code Section 3540.1, ~~and~~ all certificated personnel and classified personnel in classifications other than those listed above.

2.0 – 3.0 – Parties Proposed No Changes

4.0 Employees with more than one job assignment who function for a majority of the work period in any of the classifications listed in Section 1.1 of this Article shall be considered in the unit. Should an employee's job involve an equal number of hours in different assignments ~~he/she~~ they shall be considered as included in the unit only if ~~he/she~~ they has functioned in one of the foregoing classifications for the longest period of time based upon ~~his/her~~ their date of regular assignment.

UNIT G - ARTICLE III
UNION RIGHTS

1.0 – 8.0 – District Proposes Current Contract Language

District Initial Proposal 6/27/2025
Union Counter 7/10/2025
District Counter 8/26/2025; **AGREED 9/11/2025**

UNIT G - ARTICLE IX
EVALUATION PROCEDURES

~~1.0 — Schedule: Employees assigned as a School Supervision Aide or Community Representative shall be given a performance evaluation at least once every school year. Employees assigned as a Playground Out of School Program Supervisor, or Playground Out of School Program Worker, or Part time Playground Helper to a Youth Services Section funded Beyond the Bell program who are regularly assigned Monday through Friday shall receive periodic Visitation Evaluation Reports from the appropriate immediate supervisor.~~

1.0 Schedule: Employees shall be evaluated in accordance with the following schedule. The District agrees to send a reminder to all supervisors of bargaining unit employees immediately before the time that annual evaluations are to be prepared stating that failure to follow provisions outlined in this Article can result in a grievance or appeal filed by the employee.

- a. Restricted employees shall be given a promotability rating as part of the examination process.
- b. Permanent employees shall be given a performance evaluation at least once every school year. The District shall make a reasonable effort to issue the employee's annual evaluation at least twenty working days prior to the end of the employee's assignment basis for that school year. The parties realize that because of year round schools and different work schedules, employees' assignment bases may end at different times. For example, A basis employees' assignment basis ends June 30 and B or C basis employees may have their assignment basis end sooner than June 30 if they are assigned to a year-round school.

Evaluations may be issued within the last twenty days or in the next evaluation period in cases where the employee is unavailable. If an employee receives the annual evaluation within the last twenty working days, the further processing of any timely appeal or timely grievance shall be postponed, unless otherwise requested by the employee or the Union, until the employee's assignment basis begins again.

- c. In addition to any other performance evaluation which may be issued, any employee who did not receive an annual performance evaluation from at least one supervisor who supervised the employee at least ninety (90) calendar days during the annual evaluation period may request that a performance evaluation be completed by his/her their current immediate supervisor once the employee has worked for the supervisor at least ninety (90) calendar days.

2.0 Procedure to be followed: Performance evaluation reports, including any annual and interim evaluations, shall be made on forms prescribed by the District.

2.1 Evaluations shall be based on direct observations or knowledge or upon knowledge or information communicated directly to the evaluator and in accord with the facts and not upon unsubstantiated charges or rumors. It is understood with regard to the evaluation that the evaluator (generally the immediate administrator/ supervisor) will, where appropriate, consult with the staff person responsible for directing the employee's work.

2.2 The evaluator shall discuss the written performance evaluation report with the employee at the time the evaluation is issued. However, in the event the parties are unable to meet, the supervisor shall arrange for a discussion at a later date. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at the employee's option at the time of the conference or at a later date. The employee shall receive a copy of the evaluation.

If any category on the performance report is rated lower than "meets standards," the following will be included in the evaluation:

1. statement of the problem or concern;
2. the desired improvement;
3. suggestions as to how to improve; and
4. provisions for assisting the employee.

3.0 Grievances: Any grievance filed alleging a violation of the foregoing sections shall be limited to a claim that the above procedures have not been complied with and shall not challenge the substantive content of the material(s) in question. If it is determined that a given procedure has been violated, the remedy shall be an order requiring compliance.

3.1 Appeal: If the employee disagrees with the evaluation, he/she they shall have the right to appeal the evaluation in writing to the appropriate Local District Region Superintendent/Division head, or designated representative within ten (10) working days of receipt of the evaluation. The decision of the reviewer will be attached to the evaluation and shall be final and will be made within ten (10) working days after hearing the appeal. The employee may be represented in this appeal by the Union, if he/she they so desires.

~~4.0 Nothing in this article shall in any way alter or change the status of employees in this unit as unclassified "at will" employees who may leave or be dismissed from their positions at any time with or without notice or cause. Without altering or modifying this at will status, upon making a request to the site administrator within 72 hours of release from District service, an employee who is released will be informed of the reason for release. The~~

District's decision regarding release from service is final and is not subject to the grievance and arbitration procedures provided for in this Agreement.

~~4.1 — Bargaining unit members who have served at the same school site for one or more years and are released may, after requesting and receiving reasons for their release, seek mediation and ultimately appeal the decision to the Local District Superintendent, Division Head, or designee. It being understood that the bargaining unit member will not be employed or in paid status during the mediation and appeal process. The parties shall request a mediator from the State Mediation and Conciliation Service (SMCS) to be available on mutually agreeable dates four (4) times per year. The parties shall endeavor to have dates scheduled every three months. The mediator shall work with the parties to attempt to resolve all disputes that arose due to appealed releases that occurred after the last mediation date. If the dispute is not successfully resolved through mediation, the bargaining unit member may appeal to the Local District Superintendent, Division Head, or designee. The Local District Superintendent, Division Head or designee shall determine whether to sustain or overturn the release. The decision by the Local District Superintendent, Division Head, or designee shall be final and binding. This provision does not create any expectation of permanency or property rights in Unit G classifications. The parties agree to meet at the conclusion of the 2018-2019 school year to evaluate the process and discuss if any changes or improvements need to be made. This provision shall not apply to any Unit G classification that joins the classified service through legislation.~~

4.0 Notice of Unsatisfactory Service or Act: Employees may also grieve under Article IV (Grievance Procedure) a formal Notice of Unsatisfactory Service or Act which does not recommend disciplinary action (suspension, demotion, or dismissal), including a claim that the procedures in Section 2.0 have not been followed. A Notice of Unsatisfactory Service or Act which does recommend disciplinary action may be appealed to the Personnel Commission in accordance with the provisions of Personnel Commission Rule 904. Counseling memoranda and other correspondence related to work performance concerns shall not be grievable.

5.0 Files: An employee shall be provided a copy of all adverse written materials prior to or at the time they are placed in their personnel file maintained at the Personnel Commission.

5.1 The employee shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material. Upon reasonable prior notice, an employee shall have the right to inspect their personnel file during the normal office hours of the Personnel Commission without loss of pay. The employee's Union representative shall have the right, with the written consent of the employee, to inspect their personnel file. Employees will not be charged for the first five (5) pages of materials in the personnel file which they request. An employee shall also be entitled to a copy of any document the employee is requested to sign.

5.2 Conference Memos: The purpose of a conference memo is to inform the employee in writing about perceived deficiencies, where appropriate to provide constructive assistance to the employee to improve, and to document the communication on a reasonably current basis.

A conference memo is a written record about work performance issues issued after a face-to-face meeting, a telephone discussion if the employee or supervisor is unable to personally meet. Non-availability of the employee or representative for more than a reasonable time shall not delay the issuance of a conference memo.

When the District determines that a formal conference memo is to be issued, the following procedures shall apply:

a. The conference memo will be signed by the issuing supervisor. The employee shall have the right to sign the conference memo in accordance with Section 5.1.

b. A copy of the memo will be given to the employee. The supervisor shall make reasonable efforts to obtain the signature of the employee acknowledging receipt of the memo or of a witness that the conference memo was delivered.

c. Any written response from the employee shall be attached to the memo and retained with the file copy.

Neither the District nor the employee shall consider the conference memo by itself to constitute discipline. Any use of conference memos in subsequent disciplinary proceedings shall be to establish that the employee had notice of the concerns expressed in the conference memo. The underlying facts which gave rise to the conference memo (e.g., absence or tardiness record or the employee conduct at issue) may be presented in the disciplinary proceeding.

With the exception described below, annual evaluations shall not be based on conference memos issued in prior annual evaluation periods, but such conference memos may only be referred to as establishing prior notice to the employee of the concerns set forth. Generally, in order to provide an opportunity for remediation of job-related deficiencies, administrators shall not refer to a conference memo issued for the first time within thirty (30) days of the employee's annual evaluation. However, if conduct arose during that period of time which was of significant nature, such reference is permissible. When a conference memo issued within the last thirty (30) days is not referenced in the current year's evaluation, it may be referenced in the next years' annual evaluation.

Any conference memo for which there is not repetition of the concern, event, conduct or incident which gave rise to the conference memo, except those relating to serious misconduct such as child abuse, theft, substance abuse or violence, shall be void after

three (3) years. Upon request of the employee, such conference memos shall be removed from the employee's files.

6.0 Prior to taking disciplinary (suspension, demotion, or dismissal) action against an employee, the responsible administrator shall advise the employee that disciplinary action may be taken and schedule a meeting to discuss the matter. The employee shall, upon request, be entitled to be accompanied at this meeting by a Local 99 representative or other person of the employee's choice. Non-availability of the employee or representative for more than a reasonable time shall not delay appropriate action, if any. This right shall not extend to routine conferences or any other meetings or to any conferences conducted under the Evaluation Procedures of this Article. Claimed violations of this Section shall be presented through appropriate disciplinary appeals.

7.0 Employees required to attend meetings scheduled by the District pursuant to this Article shall be paid appropriate mileage pursuant to Article XI, Section 8.0.

8.0 ~~5.0~~ Discussions between a Unit employee and District supervision concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this Section, "privately" means either a private location, or a location which may be in public view but is not within earshot of other employees.

8.1 ~~5.1~~ The District will take reasonable steps to inform staff to avoid conversations in public with Unit members concerning the member's unsatisfactory work performance or work-related problems. If a Unit member has a complaint about the manner in which a conversation with staff concerning the member's unsatisfactory work performance or work-related problems has occurred, they may bring such concerns to the site administrator or designee.

UNIT G - ARTICLE XI
WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS
AND CERTAIN SALARY PRACTICES

1.0 Wages and salaries are attached to and incorporated in this Agreement as Appendix A. Such salaries shall be paid for all hours authorized and worked in a unit classification.

2.0 Pay Allowances:

2.1 Uniforms: If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, emblems, and cards for the employee shall be borne by the District. Such items provided by the District shall be returned to the District upon separation from the service or termination of the assignment.

3.0 Pay Differentials - General:

3.1 An earned salary differential in addition to the regular rate of pay specified in Appendix (X) shall be paid to affected employees under the conditions and in the amount specified in this Article.

3.2 Assignment to a new or vacant position for which a salary differential is designated, other than a temporary assignment of less than twenty (20) working days or a bilingual differential, shall be made on the basis of seniority among those employees in the appropriate class who request such an assignment.

3.3 Long-term salary differentials as designated in this Article shall be based on the special requirements of a particular position or the authorized use of special skills by a particular incumbent for twenty (20) consecutive working days or more and for which payment shall be continued during paid absences of the employee. An employee receiving a long-term salary differential shall not lose such compensation of temporarily assigned, for twenty (20) working days or less, to duties not entitled to such compensation.

3.4 Short-term salary differentials as designated in this Article shall be for the performance for less than twenty (20) consecutive working days of a specific task that is not assigned to a particular position or incumbent on a continuing basis and for which payment shall not be continued during paid absences of the employee.

3.5 A differential authorized under this Article shall not affect salary allocation upon change of assignment.

3.6 Differentials for which certification by an administrator is required shall be withdrawn upon certification by the administrator.

4.0 Language Differential:

a. Certification: A regular employee shall be paid a long-term salary differential for using language skills upon certification from the appropriate Local District Superintendent/ Division or branch head that in addition to regular duties of the class, the employee is frequently called upon to speak, interpret, and write a non-English language, or to converse fluently in a non-English language or sign language.

b. Employees who have not received certification under this Section shall not be required on a recurrent basis to speak, interpret or write a non-English language. This subsection shall not apply to employees assigned to bilingual classifications or to those classifications designated in paragraph 4.1, below.

c. Language Proficiency: In order to qualify for a language differential, the employee must meet English and non-English or sign language proficiency standards prescribed by the Personnel Commission. Such English and non-English or sign language proficiency standards shall include required communication abilities which must be satisfactorily demonstrated pursuant to District examination procedures.

d. A regular employee assigned to a bilingual classification must meet the proficiency requirement in section b., above, but not the certification procedure in section a., above.

4.1 Eligible full-time employees shall be paid at the rate of \$1.00 per hour if required to speak, read, and write a non-English language, or equivalent to \$.50 per hour if only required to converse in a non-English language.

4.2 The differential for eligible part-time employees shall be prorated at the same rate that the number of hours of their regular assignment bears to a regular eight (8) hours per day assignment.

4.3 An approved differential shall become effective on the first day of the pay period following completion of provisions in Section 4.0, above and shall continue during paid absences, provided, however, an appointing authority may certify that a previously approved differential may continue uninterrupted for employees who are reassigned, transferred or promoted to another position requiring the same language skills. The effective date shall be communicated in writing to the affected employee as soon as practicable following completion of the certification procedure(s).

4.4 An employee shall be eligible for only one differential under this Section.

5.0 Salary Placement: Placement on the salary schedule shall be at the hourly rate established for the classification.

6.0 Limited Term Compensation: Compensation for limited term assignments shall be as provided in Personnel Commission Rule 585.

~~7.0 2.0 Payroll Errors: An employee who does not receive a scheduled pay warrant or receives an underpayment because of problems involving assignment, time reporting, payroll processing, may request an Off-Cycle Pay Warrant for hours reported and approved by the employee's work location. The request will be processed and a warrant will be mailed made available for pick-up within three (3) work days unless the employee has previously requested requests that the warrant is made available for pick up. be mailed. In circumstances where the employee received no warrant at all or a substantial underpayment of at least 50% of their normal net pay, the employee may request that an Off-Cycle Pay Warrant be made available for pick-up within one (1) work day unless employee requests that the warrant be mailed.~~

- a. An Off-Cycle Pay Warrant cannot be made for a pay warrant that has been issued but is subsequently unaccounted for (e.g., lost, delayed in route, stolen after receipt, etc.) or in cases where garnishments, tax liens or the like are being processed.
- b. In the case of a salary warrant issued and mailed but later lost or stolen, a replacement warrant will be issued no later than seven (7) calendar days after the employee submits a Lost Warrant Affidavit form to the Payroll Services Branch.
- c. The District will give written or verbal notification to an employee in the event of a garnishment or a tax lien.

~~7.1 2.1 Limitations upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article IV shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee by a three (3) year period dating from the discovery of the error. The District will notify an affected employee who received an overpayment of more than fifty dollars (\$50.00) prior to making any deductions to recover such overpayment from the employee's subsequent salary payments. The District may allow the affected employee to establish a reasonable method of repayment with the Payroll Services Branch.~~

~~8.0 3.0 Mileage Reimbursement: Employees who are required to use their personal vehicle for District business shall be reimbursed at the Internal Revenue Service established standard business rate, for all miles driven in District service.~~

9.0 Longevity Increment: All unit members who have completed the required years of district service as defined below, shall be eligible to receive a longevity increment.

9.1 The longevity increment shall become effective on July 1st following completion of the qualifying number of years of service.

9.2 A "year of service" for the purpose of the longevity increment shall be

defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

9.3 The longevity increment shall be part of the employee's basic wage of the purpose of computing overtime but shall not affect salary allocation upon promotion or reclassification to a higher class. Employees paid less than eight (8) hours per day shall receive a proportionate amount of the applicable increment.

9.4 The longevity increment schedule for years of qualifying District service shall be:

\$.31250 per hour after 10 years

\$.37500 per hour after 15 years

\$.43750 per hour after 20 years

\$.50000 per hour after 25 years

\$.56250 per hour after 30 years

10.0 4-0 The Union and the District acknowledge the importance of the retirement savings plans therefore both parties agree to actively encourage Local's 99 members to enroll and participate in the 457(b) retirement program. The parties agree to make a joint statement encouraging SEIU Local 99 members to enroll.

UNIT G - NEW ARTICLE
VACATION

1.0 An employee shall earn vacation for active service in a regular assignment or in an assignment in the same or another class in lieu of the employee's regular assignment in accordance with Section 1.1. Active service means all of the time for which pay is received, excluding overtime.

1.1 Accrual of vacation shall be determined based on the factors and in the manner set forth in the following table:

<u>Employee's Years of Service</u>	<u>Vacation Accrual Factor Based on 40 Hour Workweek</u>		<u>Employee's Hours of Paid Status Exclusive of Overtime</u>	=	<u>Employee's Hours of Accrued Vacation</u>
<u>Less than 4 years</u>	<u>.03846</u>				
<u>4 or more years but less than 15</u>	<u>.05770</u>				
<u>15 years but less than 16</u>	<u>.06155</u>	X			
<u>16 years but less than 17</u>	<u>.06539</u>				
<u>17 years but less than 18</u>	<u>.06923</u>				
<u>18 years but less than 19</u>	<u>.07308</u>				
<u>19 years but less than 20</u>	<u>.07693</u>				
<u>20 years but less than 21</u>	<u>.08077</u>				
<u>21 years but less than 22</u>	<u>.08462</u>				
<u>22 years but less than 23</u>	<u>.08846</u>				
<u>23 years or more</u>	<u>.09232</u>				

For example, a full-time twelve (12) month employee will accrue vacation annually as follows:

<u>1 through 4 years</u>	<u>10 days</u>
<u>5 through 15 years</u>	<u>15 days</u>
<u>16 years</u>	<u>16 days</u>
<u>17 years</u>	<u>17 days</u>
<u>18 years</u>	<u>18 days</u>

<u>19 years</u>	<u>19 days</u>
<u>20 years.....</u>	<u>20 days</u>
<u>21 years.....</u>	<u>21 days</u>
<u>22 years.....</u>	<u>22 days</u>
<u>23 years.....</u>	<u>23 days</u>
<u>24 years.....</u>	<u>24 days</u>

1.2 The vacation accrual factor for employees assigned a regular workweek of less than forty (40) hours during the first four (4) years of service shall be:

<u>37.5 hours but less than 40 hours</u>	<u>.04087</u>
<u>35 hours but less than 37.5</u>	<u>.04379</u>
<u>less than 35 hours</u>	<u>.03846</u>

During subsequent years of service vacation accrual shall be at the rate of the forty (40) hour workweek above.

1.3 A "year of service" for the purpose of this Article shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

1.4 No employee shall be permitted to accrue vacation in an amount greater than that which the employee earns in 18 pay periods (the employee's "vacation cap amount"). Once the employee has accrued vacation in an amount equal to the employee's vacation cap amount, the employee shall cease to accrue vacation until the employee uses vacation in an amount sufficient to reduce the employee's accumulated vacation balance below the employee's vacation cap amount.

1.5 Consistent with the 18 pay period vacation cap amount set forth in 1.4 above, the following procedure for scheduling of vacation time shall be in effect:

a. Step One: By March 15 of each school year, administrators shall issue an annual vacation calendar for the next school year. The calendar will include the following:

- (1) A list of all dates when vacation cannot be taken due to operational needs.
- (2) A list of all dates when vacation may be taken by all employees.
- (3) A list of all dates when a part of the staff may take vacation indicating any limits on the number of employees who may take vacation or on the amount of vacation that may be taken.

b. Step Two: By April 15 of each school year or two weeks after the adoption of school calendars, whichever occurs last, each employee shall provide to their appropriate administrator or designee a proposed written vacation usage schedule for the following school year, which schedules vacation for the school year in amount necessary to assure the employee will not exceed the vacation cap amount.

The vacation days identified in the employee-submitted vacation schedule shall be scheduled in a manner consistent with the provisions of 1.6 through 1.9 below. Unless otherwise directed by the employee's appropriate administrator, the proposed vacation schedule for B, C, and E basis employees shall include the appropriate winter and spring recess days within the employee's basis, and for A basis employees, the second or third week of winter recess.

1.6

a. Within (15) calendar days of receipt of the employee's vacation usage schedule, the appropriate administrator shall provide a written acknowledgment either approving the employee's submitted vacation usage schedule for the following school year, or disapproving the submitted schedule and providing a basis in writing for that denial. Timely submitted vacation schedules shall not be denied for reasons other than workload, scheduling conflicts or where the proposed schedule for vacation would substantially interfere with the operation of the employee's work unit. Changes in pre-approved vacation schedules will not be made by the District except for critical operational necessity or an emergency that would substantially interfere with the operation of the employee's work unit. Vacations in progress shall not be canceled for reasons other than a declared state of emergency. Except as provided in Section 1.8, any scheduling conflict(s) between or among employees working in the same unit or office as to when vacation can be taken shall be decided by site or work unit seniority within classification. In the event of a tie, the scheduling conflict shall be determined by lot.

b. An employee whose previously approved vacation has been changed due to a critical operational necessity shall have the right, prior to filing a formal grievance pursuant to the grievance procedure, to meet with the employee's appropriate administrator and the appropriate Division Head or designee to attempt to informally resolve the appropriateness of the vacation change. The meeting shall occur and the decision of the Division Head or designee shall be provided within five (5) days of the employee's request for the meeting. Nothing herein shall alter the 15-day time limit for filing a written grievance as required by Article IV, Grievance Procedure.

1.7 Once an employee's vacation schedule is submitted and approved pursuant to the above, no change can be made by the employee without submission of an alternate vacation schedule for the date(s) in question. The requested modification(s) shall not be unreasonably denied.

1.8 An employee that is prevented or prohibited from taking vacation previously approved by the employee's appropriate administrator shall be permitted to exceed by that amount the vacation cap amount for the school year in question, and shall be granted a preference the following year in scheduling vacation so as to assure the employee's ability to schedule sufficient vacation to reduce the employee's vacation accumulation below the vacation cap amount. However, such relief from the vacation cap amount must first be pre-approved in writing by the Superintendent or designee.

1.9 In circumstances where an employee could not reasonably have anticipated the need to request particular vacation time off, provided that such requested time is during a period that vacation would normally be available, nothing in the above vacation scheduling procedure will preclude an employee from requesting, and the administrator, in their discretion, from approving, a vacation request for time off not scheduled as above in Section 1.6. Such requests shall not be unreasonably denied.

1.10 The District shall be permitted (but not required) to schedule and require employees to take vacation under the following circumstances:

a. On days designated by the District as school holidays or at any other time during the employee's assignment period to avoid leave without pay;

b. When the employee fails to provide an annual vacation schedule per 1.5 above;

c. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount, as provided in 1.8 above;

d. When the employee is sent home pending the results of a disciplinary investigation (with the vacation used to be restored to the employee's vacation balance if the investigation does not lead to discipline); and

e. During periods within the employee's assignment basis when the District is closed, when the employee's work site is closed, or when there is a lack of work (unless the employee and the appropriate administrator agree that the employee may go unpaid during such a period). Where assignment of mandatory vacation is necessary due to lack of work as determined by management, volunteers shall be considered first; preference shall be given to employees in the affected classification at the site with the highest site seniority in classification. If the number of volunteers is insufficient, assignment of mandatory vacation shall be to those employees with the highest vacation balance. Exception to the foregoing may be made considering special needs, attendance records, the individual employee's vacation balance, and/or previously approved scheduled vacation.

1.11 Vacation may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty leave or military leave.

1.12 Except as set forth in 1.13 below, in computing pay for vacation, all applicable salary differentials shall be included and vacation shall be paid at the base salary rate in effect at the time the vacation is taken.

1.13 When a regular employee whose assignment is other than A Basis is given a Z Basis assignment, that employee shall earn vacation in accordance with the schedule set forth in 1.1 above.

1.14 Attendance Incentive Plan

a. A vacation-earning employee who accumulates a total of fifty (50) days or more of full-pay illness absence credit shall, on a one-time basis as of June 30 of the school year in which they accumulated those fifty (50) days, be credited with two (2) additional days of vacation. An employee whose full-pay illness absence credit drops below 50 or more days shall not be entitled to additional vacation under this section, except pursuant to subparagraph (b).

b. Each additional increment of twenty-five (25) days of unused full-pay illness absence credit beyond fifty (50) days shall entitle the employee to one (1) additional vacation day.

c. At the option of the appropriate Division Head, B, C and E basis employees may be paid for the additional days of vacation earned in 1.14a and 1.14b on the basis of their daily rate of pay during the preceding fiscal year.

1.15 Staff Attendance Incentive:

On an annual basis with the attendance period beginning July 1, 2024 through June 30, 2025, permanent employees who exhibit high performance standards in the area of attendance (as defined by District) shall be eligible to receive the following annual incentives:

- a. Staff Annual Attendance Rate of 96%: \$100.00
- b. Staff Annual Attendance Rate of 97%: \$200.00
- c. Staff Annual Attendance Rate of 98%: \$300.00
- d. Staff Annual Attendance Rate of 99%: \$400.00
- e. Staff Annual Attendance Rate of 100%: \$500.00

SEIU Initial Proposal – 6/7/2024
District Counter – 6/6/2025
Union Counter – 6/27/2025
District Counter – 8/26/2025; **AGREED 9/30/2025**

UNIT G - NEW ARTICLE
HOLIDAYS

1.0 Holidays: An employee in a regular assignment or in an assignment in lieu of their regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Education, the Governor of California, or the President of the United States which come within or immediately abut the employee's assignment period, subject to the conditions listed in Sections 1.1 through 1.2:

January 1..... New Year's Day
That date in January declared by the
Board Martin Luther King, Jr. Day
Third Monday in February..... Presidents Day
Last Monday in MayMemorial Day
June 19 Juneteenth Day
July 4 Independence Day
That date declared by the BoardAdmission Day
First Monday in September Labor Day
November 11 Veterans Day
That Thursday in November
proclaimed by the President Thanksgiving Day
Day following Thanksgiving DayThanksgiving Friday
December 25 Christmas Day
That date declared by the
BoardAlternate Lincoln Day Observance

1.1 The employee must have been in paid status for a portion of the working day of their assignment immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article (NEW) (Leaves of Absence) shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.

1.2 An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall not be entitled to pay for any holiday observed on the employee's regularly scheduled day off.

1.3 1.2 An employee who is not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately

preceding or succeeding the holiday period.

2.0 Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday.

3.0 If a holiday occurs while an employee is on vacation or other paid leave, that day will be credited and paid as a holiday.

UNIT G - NEW ARTICLE
TUITION REIMBURSEMENT

1.0 The District may grant tuition reimbursement to permanent Unit employees under the conditions specified below:

a. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as the result of technological change.

b. Approval for reimbursement shall be obtained on the appropriate form signed by the Region Superintendent/Division head or designee before commencement of the course or program. Approval shall be at the sole discretion of the District. If a request for reimbursement is not approved, the employee shall be entitled, upon request, to know the reasons(s) for the disapproval.

c. The course(s) or program must be directly related to the employee's service to the District and must be for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the District.

d. The course(s) or program shall not be taken during the employee's assigned duty hours.

e. Reimbursement shall be made as soon as practicable following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of C or passing.

f. Tuition reimbursement shall be limited to a maximum of \$1,400, effective July 1, 2025, for any individual employee during any twelve (12) month period.

g. The course(s) or program for which tuition reimbursement is requested shall be completed within the period for which it was approved, or the employee must submit a new request.

2.0 Provisions of this Article shall not apply to any employee eligible for reimbursement by any other governmental agency, organization or association.

3.0 An employee who terminates employment with the District within six (6)

months of receiving tuition reimbursement pursuant to this Article, shall refund the amount of the reimbursement to the District, or it shall be deducted from the employee's final warrant. In the event that the employee's financial obligation exceeds the amount of their last pay warrant, then the employee shall be liable for any remaining amount and be required to repay all amounts due in accordance with procedures established by the District. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to District employment.

Union Initial Proposal 7/10/2025
District Counter 8/26/2025; **AGREED 9/11/2025**

Unit G - NEW ARTICLE
SEPARABILITY AND SAVINGS

1.0 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2.0 In the event of any such invalidation of any provision of this Agreement, the parties agree to meet and negotiate within thirty (30) days of such invalidation for the purpose of arriving at a satisfactory replacement for such provision. This Article shall not be subject to the grievance and arbitration provisions of ~~Article V~~ Article IV.

UNIT G
NEW APPENDIX X

1990. ASSIGNMENT BASES

The various bases of assignment for employees shall be as follows:

Basis	Definition of Assignment Period
A	From July 1 to June 30, inclusive.
B	221 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent of Schools or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible B Basis", the 221 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid holidays and related benefits are commensurate with those for the regular B Basis.
C	204 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible C Basis," the 204 days of assignment for employees in year -round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid

holidays and related benefits are commensurate with those for the regular C Basis.

D 226 days excluding Saturdays and Sundays but including legal holidays and including school holidays, except as provided below, occurring during the period of assigned time as designated by the Superintendent of Schools or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive (Effective 7 - 1 -07)

E 234 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive.

K 214 days, excluding Saturdays and Sundays, but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive.

X Periods of assignment, as needed, not otherwise defined in this Rule (including assignments in substitute, temporary, and relief status and the unclassified service). For use when an employee is not performing regular duties or when the employee

is performing regular duties and the assignment is 10 working days or less.

Z

(1) The period between the ending date of an employee's assignment basis in one school year and the beginning date of the regular basis for the following school year, or

(2) the periods of unassigned time, or

(3) the intersession periods for year-round school employees. Restricted to certificated and classified employees having regular status in other than A basis positions. For use when an employee is performing regular duties and the assignment is more than 10 working days.

School holidays may be declared unassigned days for classified employees by appropriate administrators. School holidays not assigned as working days for classified employees shall be unpaid days except that earned vacations shall be taken during school holiday periods.

Employees assigned on any of the above bases may be placed by the Board of Education on unpaid leaves of absence from service not to exceed five days during a school year.

(Amended 8-26-14, previously Amended 6-12-07)

District Initial Proposal 6/27/2025
Union Counter 9/30/2025
District Counter 10/22/2025

UNIT G - NEW ARTICLE
LEAVES OF ABSENCE

1.0 Leave of Absence Defined: Restricted and permanent employees shall be eligible for certain paid and unpaid leaves of absence. A leave is an authorized absence from a job classification granted to restricted or permanent employees, for a specified purpose and period of time, with the right to return to active service unless the employees' service would otherwise have been terminated. Leaves are either "permissive" or "mandatory." As to permissive leaves, the term "may" is used and the District retains discretion as to whether they are to be granted and as to the starting and ending dates of the leave. As to mandatory leaves, the term "shall" is used and the District has no discretion as to whether the leave is to be granted to a qualified employee.

2.0 Rights Upon Return: An employee returning from a leave of ninety (90) days or less will be returned to the location from which the leave was taken except that the employee may be transferred if such a transfer would have been made if the employee had been on duty. An employee returning from a leave of more than ninety (90) days will have return rights to a position in their class.

3.0 Restrictions: An unpaid leave of absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in Section 9.0 of this Article.

4.0 Applications: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article. The District may make exceptions to this requirement.

5.0 Notification Requirements: Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator or designee the working day prior to the beginning of an absence, but notification should not be later than the first working hour of the first day of absence except that specific reporting requirements may be established for certain classes and positions requiring adherence to strict time schedules. Notwithstanding other provisions of this Article, an employee intending to be absent in excess of five (5) working days must also submit a written explanation covering the period of absence to the appropriate supervisor no later than the third day of absence. Unless such an explanation is submitted, failure to return to work after the fifth consecutive working day of absence may be considered resignation from service.

5.1 All employees returning to service must notify the appropriate supervisor, administrator or designee at least one (1) hour before the end of the regular working day prior

to the day of anticipated return.

6.0 Cancellation or Early Return from Leave: A request by an employee for cancellation of or early return from a leave once commenced or for cancellation of a request for a leave shall be granted unless there are no vacancies in the job classification. Exceptions may be made by the District.

7.0 Expiration of Leave: Except in the case of illness leave or industrial injury/illness leave, or as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, or five (5) days before expiration of a leave for at least twenty (20) days but less than ninety (90) days, the employee should make every effort to notify the Personnel Commission of their intention to return or request an extension of leave, if eligible. Unless such notice is given, failure to return to work upon expiration of the leave may be considered resignation from service.

8.0 Bereavement Leave (Paid): An employee is entitled to a paid leave of absence from the District, not to exceed three (3) days, on account of the death of an employee's qualified family member as defined below, and if requested provide acceptable proof of death and relationship within 30 days from the first day of bereavement leave. If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-state travel or more than two-hundred (200) miles one-way travel is required, and requested, an additional two (2) days shall be granted. Employees not traveling out of state may elect to take an additional two (2) days of bereavement, and use personal necessity, vacation, or take the bereavement leave as unpaid. A permanent employee may interrupt or terminate vacation to take bereavement leave.

The qualified family member is defined as the following relatives of the employee:

- a. Spouse or cohabitant who is the equivalent of a spouse, or domestic partner (per California Family Code 297-297.5);
- b. Parent (includes of spouse, of cohabitant who is the equivalent of a spouse);
- c. Grandparent (includes of spouse, of cohabitant who is the equivalent of a spouse);
- d. Child (includes son/daughter-in-law, step and foster child);
- e. Grandchild (includes of spouse, of cohabitant who is the equivalent of a spouse);
- f. Brother;
- g. Sister;
- h. Any relative living in the immediate household of the employee; and
- i. Designated person (District employees are limited to one designated person per 12-month period. The employee may identify the designated person when the employee requests a leave for family care, medical, bereavement, and/or kin care)

9.0 Pregnancy and Related Disability Leave (Paid and Unpaid):

9.1 Paid Disability Leave: For that period of time during which the employee is physically or mentally disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, or if the employee's job would cause

undue risk to the employee or the completion of a successful pregnancy, she they shall be permitted to utilize her their illness leave pursuant to Section 11.0 of this Article. Employees may take up to 18 workweeks of protected leave under the Pregnancy Disability Leave (PDL) and if eligible, may also be entitled to take 12 workweeks of protected time under FMLA and/or CFRA.

9.2 Physician Certification: A pregnant employee shall be permitted to continue on active duty until such date as she and her their physician determine that she they must be absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The District will engage in the interactive process to ensure the pregnant employee can stay in active duty as long as possible with or without a reasonable accommodation. The District may require the employee must also supply to provide to the District her their physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and her their physician's release to return to active duty.

9.3 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave prior to the period of actual disability and still qualify for paid illness absence during the actual disability. This is the only exception to the general rule that paid leave may only be taken from active status.

District Amended Proposal 10/22/2025

10.0 Child Care Leave (Unpaid): An unpaid leave may be granted to a permanent employee to care for such employee's own (including adopted) child or grandchild of under three years of age. Proper written application must be submitted to the Personnel Commission at least ten (10) working days prior to the commencement of such leave. The leave, together with any renewal thereof, shall not exceed thirty-nine (39) calendar months in duration.

11.0 Illness Leave (Paid): An eligible employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.

11.1 Each employee shall accrue 0.05 hours of full-pay illness absence credit for each hour for which salary is received, excluding overtime.

11.2 At the beginning of the first pay period of each fiscal year upon initial regular appointment, reemployment or reinstatement, each employee in paid status who has accrued fewer than the number of full-pay illness absence hours equivalent to 100 days shall be credited with the number of half-pay illness absence days which, when added to the accrued full-pay illness absence days, equals the equivalent of 100 days of full and half-pay illness absence days.

11.3 At the beginning of the first pay period of each fiscal year upon initial regular appointment, reemployment or reinstatement, each employee in paid status shall receive credit for full-pay illness leave of absence up to thirteen (13) days (pro-rated for those employed less than a full year) prior to accrual. However, an employee who uses such a credit prior to

actual accrual shall not accrue or be credited with additional leave until the negative balance has been restored. If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to the District the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to District employment.

11.4 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Half-pay illness credit shall not be cumulative from year to year.

11.5 When a permanent employee is absent under this Section and such absence is properly verified, the employee will receive their full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half-pay up to the total of half-pay days credited, if available, unless the employee requests use of an accrued vacation which they may have. The amount of paid illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in Section 11.3. A restricted employee must render service and shall not be eligible to be paid for more than the equivalent of six (6) days of full-pay illness leave until the first day following completion of 130 days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time. When all paid and unpaid leaves of absence and vacation benefits have been exhausted, a regular employee who is unable to assume the duties of their position shall be placed on a reemployment list for a period of thirty-nine (39) months as if they were being laid off. An employee on a reemployment list shall have the same rights and benefits as an employee laid off for lack of work or lack of funds.

11.6 An employee who is absent shall be required to certify the reason for absence by completing the appropriate form. Also, the District may verify, when it reasonably suspects abuse or deems necessary for health and safety reasons, any claimed illness, injury, or disability under this Section before authorizing any compensation.

11.7 An employee absent from duty for any illness, injury or surgery for more than five (5) consecutive working days shall be required to submit a signed attending physician's statement or appropriate health form to the immediate administrator and may be referred by the District for health approval prior to readmission.

11.8 If a permanent employee resigns and returns within thirty-nine (39) months of the last date of paid service to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless the employee's illness balance had been transferred to another agency or used in computation of retirement allowance.

11.9 A permanent employee who has exhausted all accumulated illness leave privileges, vacation, and other available paid leaves may be granted additional unpaid illness leave for a period not to exceed six (6) months. Such leave may, upon request, be renewed for

two (2) additional six (6) month periods. The total of all unpaid illness leave shall not exceed eighteen (18) months. Until notified to the contrary, the employee may properly assume the leave has been granted.

12.0 Industrial Injury/Illness Leave (Paid): An employee who is absent from District service because of an injury or illness that arose out of and in the course of employment, and for which temporary disability benefits are received under the worker's compensation laws, shall be entitled to a paid leave of absence under the following conditions:

a. Allowable paid leave of absence shall be for up to sixty (60) working days for the same injury or illness;

b. Allowable paid leave of absence shall not be accumulated from year to year;

c. An employee absent under this Section shall be entitled to receive such portion of the salary due for any pay period in which the absence occurs as, when added to the temporary disability indemnity, if any, required under State law, will result in a payment of not more than the employee's salary as of the date of injury or illness;

d. When an authorized leave of absence continues into the next fiscal year, the employee shall be entitled to only the amount of unused leave of absence due for the same illness or injury; and

e. Each employee who received a work-related injury or illness that requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury on a form to be provided by the District. This written report must be submitted to the immediate administrator within two (2) working days after the occurrence if the employee is physically able to do so. The site administrator shall, as a result of his or her own investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on the District's Emergency Medical Panel.

12.1 Extension of Industrial Injury Leave (Paid): If the employee was physically injured during an act or acts of violence related to and during the performance of assigned duties, then the leave of absence may be extended beyond the initial sixty (60) day period up to an additional 120 days. In order to qualify for such an extension the employee must have: (1) notified the site administrator and appropriate law enforcement authorities within twenty-four (24) hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in "e.", above; (3) submitted the Special Physical Injury/Alleged Act of Violence form to the Office of Risk Management and Insurance Services within 30 days of the incident; and (4) submitted to the District using a District-approved leave of absence form. The leave of absence form is to be filed with the District in a

timely manner so that the District has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties (but not whether it is compensable under worker's compensation laws), shall be made by the Office of Risk Management and Insurance Services. A determination that the injury is disabling beyond the sixty (60) day period and approval of the paid leave extension shall be contingent upon the employee qualifying for payment of temporary disability benefits under applicable workers' compensation laws. An employee may be required during the extended period to be evaluated by the District at any time. The District shall continue to advise employees of the requirements of this Section.

12.2 Upon exhaustion of the above-authorized industrial injury leave benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal salary.

12.3 An employee absent under this Section shall remain within the State of California unless the District authorizes the travel outside the State.

13.0 Personal Necessity Leave (Paid): An employee shall, subject to the limits set forth below, be granted a paid personal necessity leave when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:

a. Death or serious illness of a member of the employee's immediate family. The immediate family is defined as the parent, grandparent or grandchild of the employee or the employee's spouse, and the spouse, child (including foster child), brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee;

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

c. Birth of the employee's child.

d. Religious holiday of the employee's faith;

e. Imminent danger to the home of an employee occasioned by a disaster such as flood, fire, or earthquake;

f. Other significant event of a compelling nature to the employee, the gravity of which is comparable to the above, which demands the personal attention of the employee during assigned hours and which the employee cannot reasonably be expected to disregard, limited to two (2) occasion in any school year.

g. Verifiable automobile failure including flat tires up to two (2) hours if the employee's automobile is required to be used for work purposes on that day;

h. An appearance of the employee in court as a litigant or as a witness under an official governmental order for which salary is not otherwise permitted, provided that:

- (1) Each day of necessary attendance as a litigant or as witness under such an official governmental order must be certified by the clerk or other authorized officer of a court or other governmental jurisdiction;
- (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division; and
- (3) The employee must return to work in cases where it is not necessary for him to be absent the entire day;

i. One (1) of the six (6) days allowed under Personal Necessity Leave may be taken for registration or final examinations in District-recognized institutions of higher learning. Verification of the registration or examination schedule may be required by the appropriate administrator.

j. Required attendance at the employee's child's or ward's classroom and meeting with the school administrator because of suspension pursuant to Education Code Section 48900.1.

k. Up to one (1) day of paid personal necessity leave and additional hours of accrued vacation or unpaid leave not to exceed a total of eight (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator or designee at least five (5) working days prior to the absence. This advance notice requirement shall not be applicable in the event of unforeseeable circumstances or emergencies, in which case the employee shall provide as much notice as reasonably possible. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.

l. An employee shall be allowed up to six additional days of personal necessity leave in any calendar year to attend to the illness of a child, parent, spouse, domestic partner, or child of a domestic partner of the employee as provided by Section 233 of the Labor Code. All existing contractual conditions for use of illness leave shall

apply to this leave as well. Use of illness leave as provided above shall not extend the maximum period of leave to which an employee is entitled under Family Care and Medical Leave (FMLA).

m. On a maximum of two (2) occasions during a school year (up to a cumulative total of eight [8] hours in a school year), to attend the funeral of a close friend or relative not included in the definition of qualified family member (qualified family member as defined in Section 8.0 of this Article).

13.1 The following limits and conditions are placed upon allowing a personal necessity leave of absence:

a. The total number of days allowed in one school year for such leave shall not exceed six (6) days per fiscal year;

b. The days allowed shall be deducted from and may not exceed the number of full-pay days of accrued illness leave to which the employee is entitled;

c. The personal necessity leave may not be granted during a strike, demonstration or any work stoppage involving the Union; and

d. Written request on the appropriate form shall be filed with the appropriate administrator no less than five (5) working days in advance of a religious holiday or court appearance.

e. The employee may be required to verify the nature of such necessity.

14.0 Personal Leave (Unpaid): An unpaid leave may, at the discretion of the District, be granted to a permanent employee for a period not to exceed fifty-two (52) consecutive calendar weeks, except as provided in "f" below, for a specific personal reason satisfactory to the District, including but not limited to the following:

a. To be with a member of the immediate family who is ill;

b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the District;

c. To rest, subject to approval by the District;

d. To remain with spouse if a change of residence is required;

e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;

f. To serve as a State Legislator -- such leave shall be renewed annually during tenure of office, the above limitation notwithstanding; or

g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature.

Applications must be filed with the Personnel Commission and are subject to cancellation in the event of layoff.

15.0 Military Leave: An appropriate military leave of absence shall be granted to any qualified employee in accordance with the provisions of the Education Code and Military and Veterans Code.

16.0 Court Subpoena Leave (Paid): A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Leave shall be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division. An employee whose regular assignment is to other than the day shift will be reassigned to the day shift on each day that such court subpoena occurs. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of their assigned working day or week when their presence is not required pursuant to said subpoena.

17.0 Jury Duty Leave (Paid): A paid leave shall be granted to any employee required to render jury service in any court within the State. An employee shall provide to their supervisor no less than five (5) working days' notice of a summons to jury service. However, if the summons to the employee does not allow for at least five working days' notice, the employee shall notify their supervisor immediately upon receipt of the summons. All jury fees received shall be remitted to the Accounting and Disbursements Division except mileage fees, jury fees earned on holidays, during vacation, or on any days an employee is not in paid status, or that amount of the daily jury fee which exceeds the employee's daily gross earnings. Employees whose regular assignment is to other than the day shift will be reassigned to the day shift. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of their assigned working day or week when their presence is not required for jury duty.

18.0 Conference and Convention Attendance Leave (Paid): A paid leave may, in the discretion of the District and upon the recommendation of the appropriate division head, be granted for attendance at conferences and conventions under all of the conditions noted below:

a. The attendance leads directly to the professional growth of the employee and the improvement of the work program of the employing division;

b. The attendance does not result in unnecessary duplication of participation by District personnel; and

c. The attendance does not necessitate the reimbursement of any expenses by the District to the employee.

A written or oral report of the conference may be requested by the appropriate administrator. For conferences or conventions which are not permitted pursuant to the above, the District may authorize the employee to utilize personal necessity leave under Section 13.0 of this Article.

19.0 Professional Growth Study Leave (Unpaid): A one-time unpaid leave not to exceed one (1) school year shall be granted to a permanent employee meeting the following qualifications to pursue a program of study in residence at an institution of higher learning when such program is designed to improve the employee's professional services to the District:

a. The employee has four (4) or more years of paid service with the District in a classification in the Unit;

b. The courses or program taken by the employee must be directly related to the employee's position and be for the purpose of increasing the employee's knowledge, understanding and skills or be coursework leading to qualification for certification as a teacher; and

c. The courses or program taken by the employee must be approved by the District in advance and must be taken at an accredited institution of higher education.

19.1 The employee's division head may terminate the leave of any employee on evidence of their failure to pursue or accomplish the purpose of such leave.

20.0 Peace Corps, Red Cross and Merchant Marine Leaves: Permanent employees covered by this Agreement shall be granted an unpaid leave of absence not to exceed twenty-five (25) months to serve in the Peace Corps. During any period of war or national emergency, unpaid Red Cross Leave or unpaid Merchant Marine Leave shall be granted to any employee who enters the full-time paid service of the American Red Cross or the U. S. Merchant Marine in accordance with the provisions of the Military and Veterans Code and the Education Code.

21.0 Miscellaneous Leaves:

21.1 Employment Examination: Upon giving their immediate supervisor advance notice of not less than two (2) working days, an employee shall be permitted a paid

absence to take an examination or participate in other District employment procedures during working hours. If less than two (2) days' notice is given by an employee, permission to participate without loss of pay is subject to approval by their immediate supervisor.

21.2 Annual Physical Examination: A permanent employee shall be granted up to one day per year with pay for the purpose of a comprehensive physical examination provided that the verification of such an examination is submitted to the District.

21.3 Witness: An employee who is subpoenaed to be a witness in the appeal by another employee of a decision of the State Compensation Insurance Fund arranged by the District's Insurance Section may attend without loss of salary.

21.4 Epidemics and Emergencies: An employee with regular status shall be paid their regular salary for any period during which they are unable to work at their regular place of employment because it is closed by the District due to quarantine, epidemic, or other conditions involving the health or safety of students or employees. To be eligible for such pay the employee must be ready, able and willing to perform their customary or other reasonable and suitable duties at different work locations as designated by the District. Nothing contained herein shall be construed to limit the authority of the District to make temporary assignments of employees to different or additional locations, shifts, or work duties for the purpose of meeting emergencies.

22.0 Family Care and Medical Leave/California Family Rights Act (FMLA/CFRA):
A paid or unpaid Family Care and Medical Leave (FMLA) and/or California Family Rights Act (CFRA) leave shall be granted, to the extent of and subject to the restrictions as set forth below, to a full-time or part-time employee who has been employed for at least 12 months and who has worked at least 130 equivalent workdays during the 12 months immediately preceding the first day of leave. For purposes of this Section, furlough days, miscellaneous natural disaster (MSND) and days worked during off-basis time (Z-time) shall count as "workdays". FMLA and CFRA absences of 20 consecutive working days or less can be granted by the immediate administrator, manager, supervisor or designee. Leaves of 20 or more consecutive working days can be granted only by submission of a formal leave application to the Personnel Commission.

22.1 Definitions: For purposes of FMLA and/or CFRA, the following definitions shall apply:

a. Child: A biological, adopted or foster child; a stepchild; a legal ward; child of a domestic partner (CFRA only), grandchild (CFRA only); or a child of an employee standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability. A biological or legal relationship is not necessary for a person to have stood "in loco parentis" to the employee as a child.

b. Spouse: A husband or wife of an employee, including same-sex or common-law marriage entered into in a State that recognizes such marriages;

c. Parent: A biological, step, foster, adoptive parent; parent-in-law (CFRA only), grandparent (CFRA only) or a person who stood "in loco parentis" to the employee when

the employee was a child; a stepparent; or a legal guardian.

d. Family member: "child", "spouse", or "parent" as defined above.

e. Sibling (CFRA only): A person related to another person by blood, adoption, or affinity through a common legal or biological parent.

f. Designated Person (CFRA only): Any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one (1) designated person per 12-month period. The designated person may be identified by the employee at the time the employee requests a leave for family care, medical, bereavement, and/or Kin Care.

g. Next of Kin (FMLA Servicemember Leave Only): Nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter.

h. Serious health condition: An illness, injury (including, but not limited to, on-the-job injuries and pregnancy), impairment, physical, or mental condition that involves inpatient care or a regimen of continuing treatment by a health care provider.

i. Incapacity: An inability to work, attend school, or perform other regular activities due to a serious health condition, treatment thereof, or recovery therefrom.

j. Inpatient care: An overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in this Section or any subsequent treatment in connection with inpatient care.

k. Intermittent leave: Leave taken in separate periods of time due to a serious health condition, rather than one continuous period of time.

l. Continuing treatment: In person treatment by a "health care provider" that involves one or more of the following:

(1) a period of incapacity of more than three consecutive calendar days (as well as any subsequent treatment or period of incapacity relating to the same condition) that also involves either two or more treatments by a "health care provider", or treatment by a "health care provider" on at least one occasion that results in a regimen of continuing treatment under the supervision of a "health care provider";

(2) any period of incapacity due to pregnancy (including morning sickness);

(3) any period of incapacity or treatment for an incapacity due to a chronic health condition that requires periodic visits for treatment, which continues over an extended period of time, and may cause episodic (i.e., a period of incapacity for less than three days) rather than a continuing incapacity (such as asthma, diabetes, and migraine headaches);

(4) a period of incapacity that is long-term due to a condition for which treatment may not be effective; and

(5) any period of absence to receive multiple treatments, including treatment of a condition that would likely result in a period of incapacity for a period of more than three days if not treated.

m. Health care provider: A licensed physician, surgeon, osteopathic physician or surgeon, podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray), nurse practitioner, nurse midwife, clinical social worker, physician assistant, or a Christian Science Practitioner listed with the First Church of Christ, Scientist in

Boston, Massachusetts, or any other person determined by the Secretary of Labor to be capable of providing health care services.

22.2 Reasons for Leave: An eligible employee's FMLA and/or CFRA leave entitlement is limited to a total of 12 workweeks during any 12-month period measured forward for one or more of the following reasons:

a. Birth of an employee's child. Leave must be completed prior to the child's 1st birthday.

b. Placement of a child with the employee for adoption or foster care, including time to prepare for the placement, as well as bonding time after the birth or placement of the child. Bonding must be completed within one (1) year of the child being placed with the employee.

c. To care for the employee's own serious health condition, including incapacity due to pregnancy*, childbirth*, or related medical conditions, that makes the employee unable to perform one or more essential functions of the employee's job. (*CFRA applies after employee has exhausted PDL leave. See PDL benefit in Section 9.0 above)

d. To care for the employee's child, parent, parent-in-law**, spouse, domestic partner**, grandparent**, grandchild**, sibling**, or designated person who has a serious health condition, including incapacity due to pregnancy, child birth, or related medical conditions. (** CFRA only)

e. Any qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, child, or parent in the United States Armed Forces.

f. An eligible employee's FMLA Servicemember leave entitlement is limited to a total of 26 workweeks during any 12-month period measured forward for the following reason:

i. To care for the employee's child, parent, spouse, or next of kin who is undergoing medical treatment, recuperation, or therapy, or is otherwise on the temporary disability retired list for a serious injury or illness while on active military duty in the Armed Forces.

22.3 Length of Leave:

a. An eligible employee's FMLA and/or CFRA leave entitlement is limited to a total of 12 workweeks during any 12-month period measured forward from the beginning date of absence for any of the reasons specified in Section 22.2 above.

b. FMLA and CFRA leave run concurrently when the qualifying reason(s) for both FMLA and CFRA is the same with the exception of pregnancy, childbirth or related medical conditions under PDL in Section 9.0 above. In such cases, CFRA may only be taken after the employee has exhausted the leave permitted under PDL.

c. FMLA Servicemember leave entitlement is limited to a total of 26 workweeks during any 12 month period measured forward.

22.4 Intermittent Leave: The leave may be taken intermittently or on a reduced work schedule. If the leave is taken for bonding, the minimum duration of the leave shall be two (2) weeks; however, the District shall grant the employee leave of less than two (2) weeks' duration on two (2) occasions. If the leave is taken for a serious health condition of the employee or of the employee's family member, leave may be taken intermittently or on a reduced schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. An employee may take such leave for as short a time as one hour (can be less than one hour, if necessary).

If an employee does take intermittent or a reduced-schedule leave that is foreseeable based on a planned medical treatment of the employee or the employee's family member or for the birth, adoption, or foster care placement of a child, the District has the right to transfer temporarily the employee to an available alternative position for which the employee is qualified and which better accommodates the recurring periods of leave during the duration of the intermittent or reduced-scheduled leave. The alternative position must have equivalent pay and benefits but does not have to have equivalent duties. The alternative position shall first include an attempt to reasonably altering of the employee's current job. Upon the conclusion of the intermittent or reduced-schedule leave, the District will place the employee in the same or equivalent job the employee had prior to the leave.

22.5 Notification: If the need for the FMLA and/or CFRA leave is foreseeable more than 30 calendar days prior to the employee's need for leave, the employee shall give at least 30 days notice. If less than 30 days, the employee must provide the immediate supervisor with as much advance notice as possible but, at the least, within two (2) business days of learning of the need for the leave. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment, the employee must make a reasonable, good faith effort, subject to the approval of the employee's or family member's health care provider, to schedule the treatment to avoid disruption to the District's operations. In giving notice, the employee must include the qualifying event for which the leave is needed, e.g., birth of a child, serious health condition of parent, etc.

22.6 Medical Certification: For leaves to care for a child, spouse or parent who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, medical certification from the health care provider which includes:

- (1) the date, if known on which the serious health condition commenced;
- (2) the probable duration of the condition;
- (3) an estimate of the time that the health care provider believes the employee needs to care for the individual; and
- (4) a statement that the serious health condition warrants the participation of the employee to provide care.

If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave, must attach to the

leave application, medical certification as specified in (1) and (2), above, plus a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform one or more of the essential functions of the employee's position. Medical certification must be submitted no later than 15 calendar days after the leave request has been made. If the deadline by which the employee is to submit the medical certification is after the leave has started, the employee will be considered to have taken FMLA and/or CFRA leave pending the District's receipt of the proper certification. However, if the employee fails to provide proper certification, the employee will be treated as if he or she did not qualify for, and thus never took, FMLA and/or CFRA leave, will be treated as if he or she sought a leave of absence under another provision of this Agreement, and will not be given the protections set forth in this Section.

In the case of leave due to a serious health condition of the employee, the District reserves the right as allowed by law, to require, at its own expense, that the employee obtain the opinion of a second or even third health care provider designated by the District but not employed on a regular basis by the District. The second health care provider, if required, shall be selected by the District. The third health care provider, if necessary, shall be jointly approved by the District and the employee and this provider's opinion shall be binding. If the employee's leave has already begun during this medical review process, the employee will be considered to have taken FMLA and/or CFRA leave, pending the result of the examinations by the second and, if necessary, third health care provider.

If additional leave beyond that provided in the certification is required, the employee must submit a new certification by the relevant health care provider.

22.7 Restrictions: In the event that parents who are both District employees each wish to take FMLA and/or CFRA leave for the birth, adoption, or foster care placement of their child, the combined total amount of leave that will be granted such employees will be (12) workweeks during a 12-month period, as defined in Section 22.3 above. These employees will still be eligible to take the remainder of their individual 12 workweek allotment for FMLA and/or CFRA leave for a purpose other than the birth, adoption or foster care placement of a child.

22.8 Compensation: FMLA and/or CFRA leave can be paid, unpaid or a combination of both. An employee who takes FMLA and/or CFRA leave for the employee's own serious health condition and who has accrued illness days and/or vacation days, shall be required to utilize those days before going unpaid. An employee who takes FMLA and/or CFRA leave to care for the employee's spouse, domestic partner, parent, child, grandparent, grandchild, sibling, designated person and/or child shall be required to utilize any available Personnel Necessity and vacation time. All other time is unpaid. During the leave, the District will continue to provide the health benefits package, and maintain the District contribution obligation pursuant to Article XIV, Health and Welfare, during the FMLA and/or CFRA leave (except as provided below) to an employee who is otherwise eligible for health benefits. However, an employee who does not return from such leave, or who works less than 30 days after returning from the leave (unless the employee retires within 30 days after returning from leave) will be required to reimburse the District for the District's cost of providing the health benefits package. The District, however, will

not provide such health benefits for an employee for any leave period beyond twelve workweeks. Accordingly, if an employee combines pregnancy leave with a FMLA and/or CFRA leave, the employee will only be entitled to continued health benefits for the first twelve workweeks of leave. Thereafter, the District will provide the employee with health benefits to the same extent and under the same conditions as it provides to employees on other, similar leaves of absence.

22.9 Seniority: Accrual of seniority credit for the period of FMLA and/or CFRA leave shall be in accordance with Personnel Commission Rule 740.

22.10 Certification to Return to Work: The provisions of Section 11.6 and 11.7 shall apply to employees returning to work from a FMLA and/or CFRA leave (absence) due to the employee's own serious health condition.

22.11 Early Return From Leave: If the amount of leave needed is less than initially requested, the employee must notify the District of such an occurrence. Once the employee provides such notification, the District must reinstate the employee to the same or equivalent position within two days.

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