

Tentative Agreement  
Between  
Sequoia Union High School District  
and  
AFSCME, OTP, M&O  
2019-2020 School Year

February 10, 2020

Sequoia Union High School District (District) and AFSCME, OTP/MO, collectively referred to as “the parties”, have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) to completely resolve negotiations for the 2019-2020 school year.

All of the terms included in this Agreement are contingent upon ratification by both parties.

Recitals

1. The District’s estimated cost increase for the 2019-2020 school year to maintain the existing 2018-2019 Health and Welfare Benefits is approximately 1.0%.

Terms and Conditions

The parties agree to the following terms and conditions:

1. Duration

Except as otherwise provided in this Agreement, all other terms and conditions of the parties’ collective bargaining agreement shall remain in full force and effect for the 2019-2020 and 2020-2021 school years. This Tentative Agreements completes negotiations for the 2019-2020 school year.

2. Reopeners

The parties agree that for the 2020-2021 school year the parties shall negotiate a Total compensation, Leaves, Discipline, and each party can open one additional article of the collective bargaining agreement.

3. Total Compensation-Drivers. The parties agree that they will meet during the 2020-2021 school year to review data and analyze total compensation for bus drivers to inform future negotiations. The District and AFSCME will report to their respective bargaining teams prior to 2020-2021 negotiations.

4. Compensation. For the 2019-2020 school year, the District shall increase the 2018-2019 AFSCME, OTP/MO’s salary schedule in the collective bargaining agreement by 3.25% retroactive to July 1, 2019 for the 2019–2020 school year.

5. In order to be eligible for the retroactive payment described in this Tentative Agreement, the unit member must be in active status at the time of ratification of this Agreement by both parties. Employees on the thirty-nine month reemployment list at the time of ratification of this Tentative Agreement by both parties are not eligible for this retroactive payment.

AFSCME

*Deirdra Horton*  
*[Signature]*  
*Andrew Taff*  
*[Signature]*  
*William [unclear]*  
*[Signature]*

Dated: 2-10-2020

Sequoia Union High School District

*Jacqueline McEwen*  
*Karen M. Zander*

Dated: 2-10-20

**ATTACHMENT A  
TENTATIVE AGREEMENT**

**PROPOSAL  
FROM  
SEQUOIA UNION HIGH SCHOOL DISTRICT  
TO  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFSCME, Local 829  
OTP & MO**

**February 10, 2020**

Time: 3:45pm

**GRIEVANCE ARTICLE X**

The District proposes to replace the current grievance procedures and revise section numbering to be consistent with the following:

**ARTICLE X GRIEVANCE PROCEDURE**

**Section 1 - Purpose**

1.1 The purpose of this grievance procedure is to facilitate the processing of a claim of grievance and to secure, at the administrative level closest to the alleged aggrieved employee; resolution to any alleged violation of a specific provision of this Agreement which adversely affects an employee covered by this Agreement in his/her employment relationship.

1.2 Action to challenge or change the general policies of the District as set forth in Board or Administrative policies or rules must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by rules and regulations of the Board of Trustees or by the administrative regulations and procedures of this school district are not within the scope of the grievance procedure.

1.3 This grievance procedure shall not be construed as in any way hindering discouraging, or denying the settlement of complaints outside the structure of the grievance procedure.

**Section 2 - Definitions**

2.1 A "grievance" is alleged violation(s), misinterpretation(s), or misapplication(s) of a specific provision(s) of this Agreement, which directly and adversely affects the grievant. Action to challenge or change the terms of this Agreement shall not be considered a grievance.

*10-@-@*  
*Christina Holton*  
*[Signature]*  
*Subey Staff*

*[Signature]*  
*[Signature]*  
2-10-2020

2-10-20  
K. Resendes  
J. M. [Signature]

~~2.2 A "grievant" is any classified employee of the District covered by the terms of this Agreement who has an alleged grievance. A group of employees may be considered a "grievant" provided all have signed the grievance form that is submitted at Level 1 as provided in subsection 4.2.1 of this Article. The Union may be a grievant for the purposes of this Article if it alleges a grievance for Articles III, XIV, XV, or XVI of this Agreement. A "grievant" is an classified employee or a group of employees of the District covered by the terms of this Agreement. The Association-Union may be a grievant for the purposes of this Article.~~

2.3 "Day(s)" shall mean a day, except those days that are holidays or are during summer, winter, or spring vacation, when the Central Administration offices of the District are not open for regular business. Days shall not include weekend days. Exceptions may be made by mutual agreement.

2.4 The "immediate supervisor" is the lowest level administrator or supervisor having line supervisory authority over the grievant who has been designated to adjust grievances.

~~2.5 "Mediation Panel" means management employees or designees in joint session with members of the bargaining unit or designees for the purpose of grievance resolution or Agreement application and interpretation. Membership shall consist of three representatives of management and three representatives of the Union. Designees of each party shall be limited to two. Selection of the chair shall be by lot.~~

### **Section 3 - Procedure**

#### **3.1 Informal Level-Supervisor**

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

#### **3.2 Formal Level-Supervisor**

##### **3.2.1 Level 1-Supervisor**

If the grievance is not resolved at the informal level and within fifteen (15) thirty (30) days after the grievant reasonably could have become aware of the act or omission giving rise to the grievance, or within ten (10) fifteen (15) days of the informal conference at which resolution of the grievance was not reached, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor or designee. The immediate supervisor or designee shall communicate a decision to the employee in writing within ten (10)-fifteen (15) days after receiving the grievance. Within the above time limits either party may request a conference with the other party. In the event a conference is requested, said ten (10) fifteen (15) day limit shall be extended up to three (3) additional days.

~~If the grievance is not resolved at the informal level and within thirty days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor or designee. The immediate supervisor or designee shall communicate a decision to the employee in writing within ten (10) working days after receiving the grievance. Within the above time limits either party may request a personal conference with the other party. In the event a personal conference is requested, said within ten (10) working days limit shall begin to run from the date of said conference.~~

### 3.2.2 Level 2-Superintendent

If the grievant is not satisfied with the disposition of the grievance decision at Level 1, the grievance shall be submitted in writing on the appropriate form to the mediation panel within ~~within~~ ~~within ten (10) working days~~ fifteen (15) days after receipt of written notification of the decision, the grievant may appeal the decision on the appropriate form to the Superintendent, or designee.

This statement shall include a copy of the original grievance, the decision rendered at Level 1, and a clear, concise statement of the reasons for the appeal.

~~Within ten working days after receipt of the grievance, the mediation panel shall meet to investigate the grievance in a sincere attempt to reach a satisfactory resolution or adjustment. Mediation of the grievance shall include a review of the process to date and may include an informal hearing involving the parties in interest. Decision by the panel shall be by majority vote and shall be final.~~

The Superintendent, or designee, shall communicate a decision to the grievant in writing within ~~fifteen (15)~~ ten (10) days after receiving the appeal. Either the grievant or the Superintendent may request a conference within the above time limits. In the event a conference is requested, ~~said ten (10) fifteen (15) day~~ limit shall be extended up to three (3) additional days.

### 3.2.3 Level 3 – Advisory Arbitration

~~In the event the panel is deadlocked on a decision, the grievant may, within ten (10) working days after receipt of notification of the deadlock, appeal the decision on the appropriate form to the Superintendent, or designee. This statement shall include a copy of the original grievance, the decision rendered at Level 1, and a clear, concise statement of the reasons for the appeal. The superintendent, or designee, shall communicate a decision within ~~within~~ ten (10) working days after receiving the appeal. Either the grievant or the superintendent may request a personal conference within the above time limits. In the event a personal conference is requested, said within ten (10) working days limit shall begin to run from the date of said conference~~

If the grievant is not satisfied with the decision at Level 2, he/she may within ~~ten (10)~~ fifteen (15) days after receipt of the written decision at Level 2 submit a written request to AFSCME that the grievance be moved to advisory arbitration. A copy of the request shall be sent to the superintendent or designee. Within fifteen (15) days after receipt of the grievant's request, AFSCME shall notify the Superintendent in writing of AFSCME's decision to submit the grievance to advisory arbitration.

Within ~~ten (10)~~ fifteen (15) days of such notice, AFSCME and the District shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator, the parties shall use the rules, procedures, and services of the American Arbitration Association (AAA) or the State Mediation and Conciliation Service (SMCS) to select an advisory arbitrator to hear the grievance.

The fees and expenses of the arbitrator, a court reporter if utilized, and the hearing shall be borne equally by the District and AFSCME. All other expenses, including the costs of representation and of additional transcripts shall be borne by the party incurring them.

However, if the arbitrator's recommended decision is rejected in its entirety or substantially modified by the Board of Trustees upon its subsequent review of the decision, the District shall pay all costs for the services of the arbitrator.

The arbitrator shall as soon as possible conduct a hearing and render an advisory award within thirty (30) days after closing of the record unless the timeline is waived by the parties. If the parties cannot agree upon the issues, the arbitrator shall determine the issues. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement or to contradict applicable laws. The arbitrator may recommend in any award such financial reimbursement or other remedies as he/she judges to be proper. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before the merits of the case have been heard.

The advisory decision of the arbitrator will be submitted to AFSCME and to the Board of Trustees. The Board shall take action upon the recommendation at the next regular meeting following receipt of the decision provided the matter may be placed on the agenda in time. The Board shall provide written notice of its decision. If the Board rejects or modifies the advisory decision, or any part of it, the Board shall issue a written statement of its reasons to the grievant and AFSCME within ten (10) work days after the meeting.

The decision of the Board of Trustees shall then be final.

#### **Section 4 - Released Time for Processing of Grievances**

4.1 The District authorizes released time for the purpose of processing grievances without loss of compensation as follows:

4.1.1 To the grievant and one (1) ~~Association~~ Steward representative during informal discussion of the grievance with the immediate supervisor.

4.1.2 To the grievant, one (1) ~~conferee~~ Steward of his/her choice, and up to two (2) witnesses each as required by either party at Level 1 and Level 2. Upon mutual agreement by both parties additional witnesses may be granted released time. The intent of this subsection is to keep the number of witnesses at a minimum.

4.1.3 To the grievant, grievant's representative, ~~Association~~ AFSCME Chapter President or Grievance ~~Steward Chair~~, and necessary witnesses during the advisory arbitration hearings.

4.1.4 To the grievant, grievant's representative, AFSCME Chapter President or Steward, and necessary witnesses (~~should the Board of Trustees desire to investigate the grievance rather than review the record only~~) during a meeting of the Board of Trustees held during the work day.

4.2 Processing of Grievances Defined

4.2.1 Processing of grievances shall be that time actually spent in discussions during meetings with immediate supervisor, the Superintendent, and/or the Board of Trustees as described in Section 4 of this Article. Processing of grievances shall be that time actually spent in discussions during meetings with the immediate supervisor, the Mediation Panel, the superintendent and/or the Board of Trustees as described in Section 4 of this Article, except as provided in subsection 3.2.3 below.

4.2.2 Time spent in actual transit from work location to the meetings authorized in Section 4.1 above shall be considered "processing of grievance" for purposes or receipt of this released time.

4.2.3 Time spent by the grievant, ~~his/her shop steward, or conferee Steward~~, or his/her witnesses for purposes of investigation or preparation for the various levels, meetings, and/or hearing as described in this Article shall not be considered "processing of grievance" for purposes or receipt of released time, except that bargaining unit shop stewards will be allowed up to a total of fifteen hours of released time per calendar year to investigate grievances. Each shop steward shall be limited to a maximum of three hours of released time per year.

4.3 Consistent with the timelines included in Grievance Article X, AFSCME and the District will work together to schedule Grievance meetings at a time mutually agreeable to both parties, except for advisory arbitration hearings, so as not to create a hardship on the District or Grievant and so as not to create a conflict with work duties.

#### **Section 5 - Miscellaneous Provisions**

5.1 At any level of the grievance procedure, the employee may request the advice or presence of his or her unit representatives.

5.2 A grievance may be withdrawn by the grievant at any level without prejudice or record.

5.3 At any level, time limits in this Agreement may be mutually extended. However, the intent of this procedure is to expedite the processing of all grievances.

5.4 At any level, the grievant and the District shall be allowed to present relevant documentation and a written statement of position that supports his/her the Grievant's or District's position.

5.5 If the grievant fails to meet any of the time limits, the grievance shall be deemed denied.

5.6 If the respondent fails to meet any of the time limits, the grievance shall be deemed sustained.

5.7 Nothing in this section shall prevent a unit member from presenting a grievance to his/her immediate supervisor, and having such grievance adjusted, without the intervention of AFSCME as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until AFSCME has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. This AFSCME response must be filed within seven (7) ten (10) days from date that the notice of resolution is sent to AFSCME.

5.8 Filing of a grievance shall not be considered detrimental to good employee employer relations.

5.9 A copy of the grievance form shall not be placed in the grievant's personnel file.

For AFSCME

*Alison Horton*  
*[Signature]*  
*Libby Jeff*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

Dated: 2-10-2020

For Sequoia Union High School District

*Jacqueline Miller*  
*Karen Bergendts*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

Dated: 2-10-20

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**ATTACHMENT B  
TENTATIVE AGREEMENT  
PROPOSAL  
FROM  
SEQUOIA UNION HIGH SCHOOL DISTRICT  
TO  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFSCME, Local 829  
OTP & MO  
February 10, 2020  
Time: 2:40 p.m.**

The District proposes to revise Article VII regarding Leaves as follows to be updated consistent with current law:

**ARTICLE VII LEAVES**

**SECTION 1 - Sick Leave**

- 1.1 Members of the bargaining unit employed by the District five days per week with full pay for a fiscal year shall be entitled to twelve days' paid leave of absence for illness or injury, exclusive of days they are not required to render service. "Day," as used in this Article, means the employee's regularly assigned work day, exclusive of overtime.
- 1.2 Members of the bargaining unit employed less than five days a week and/or less than a full fiscal year are entitled to that proportion of twelve days' paid leave of absence for illness or injury as the number of months and/or number of days a week they are employed bear to twelve months, and/or five days per week.
- 1.3 Members of the bargaining unit employed on or before the fifteenth of the month shall accrue sick leave from the beginning of the month.
- 1.4 Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year, provided certification is submitted as required in paragraphs 1.7, 1.8, and 1.9 of this Section.
- 1.5 If a member of the bargaining unit does not take the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 1.6 Members of the bargaining unit must follow procedures established by their immediate supervisor to notify their department of an impending absence, the nature of the illness or injury, and the anticipated duration of the illness. Said

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2-10-2020

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2-10-20

notification must be made not later than 15 minutes before the start of the work shift in order to be eligible for paid illness or injury leave.

- 1.7 The superintendent or his authorized representative may require, whenever in his opinion the efficiency of and general welfare of District operations require it, a unit member to provide a written statement from a medical doctor verifying the nature and degree of the illness. The verification shall be on forms supplied by the District, with any medical cost of completing the form to be borne by the employee. However, the District will bear the medical cost of completing the form if he/she is not eligible for the health benefits provided by this Agreement.
- 1.8 Members of the bargaining unit absent due to surgery, serious injury or illness, or absent for more than five consecutive work days, shall be required to submit a medical release to their immediate supervisor prior to being permitted to return to work.
- 1.9 Leave pursuant to this section is to be used ~~only~~ for illness or injury, except as provided in Section 4 of this Article. In addition to use for personal illness or injury, unit members may use their annual allotment of sick leave for the reasons described in Labor Code section 246.5 and in accordance with Labor Code section 233. Use of leave pursuant to this section for any other purpose shall be grounds for denial of paid leave. Unit members may be required to submit proper medical verification of injury or illness.
- 1.10 Members of the bargaining unit absent due to surgery, injury or illness will not be required to return from sick leave until released by medical authority. Permanent ~~b~~Bargaining unit members who have exhausted all leaves, including vacation, and have not been released by medical authority to return to work due to a nonindustrial accident or illness shall be subject to the “expiration of all leaves” provisions of Education Code Section 45195.
- 1.11 A unit member who is unable to schedule medical or dental appointments at times other than during working hours shall be permitted to be absent from work up to one hour without charging the absence to sick leave. All absences for medical or dental appointments in excess of one hour shall be charged to sick leave. In the event absences for medical and dental appointments are frequent in number, the absence, regardless of time, shall be charged to sick leave. “Frequent” as used in this subsection means more than one such appointment in any one month, or more than four such appointments in any fiscal year.
- 1.12 If a bargaining unit member is absent on paid sick leave and a holiday occurs during such absence, he/she shall receive the holiday pay, and the day shall not be charged against his/her accrued sick leave.

## SECTION 2 - Industrial Accident and Illness Leave

- 2.1 In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of this state, unit members shall be entitled to a leave of up to sixty working days in any one fiscal year for each verified industrial accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled for the same illness or injury to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 2.2 Industrial accident or illness leave will commence on the first day of absence provided the unit member submits a doctor's first report of work injury to the Human Resources Office.
- 2.3 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.
- 2.4 Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation.
- 2.5 Industrial accident or illness leave is to be used prior to using normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave will then be used. If, however, an employee is receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave, or other paid leave which, when added to the Workers' Compensation award, provides a day's pay at the regular rate of pay.
- 2.6 Prior to being permitted to return to work, unit members must submit to their supervisor a medical release.
- 2.7 Any time a unit member on industrial accident or illness leave is able to return to work, he/she shall, when administratively practicable, be reinstated in his/her position without loss of pay status or benefit status.
- 2.8 Unit members shall become eligible for industrial injury or illness leave upon completion of the six months' probationary period. Waiver of this eligibility period is at the discretion of the superintendent or designee.
- 2.9 Members of the bargaining unit using leave pursuant to this Section must notify their immediate supervisor or designee of their impending absence, the nature and extent of the illness or injury, the anticipated duration of the absence, and of any change in expected date of return to work. Failure to follow procedures required by this subsection may be grounds for denying paid industrial accident or injury leave.

### SECTION 3 - Extended Disability Leave

- 3.1 Extended disability is defined as disability of long, continued, and indefinite duration which prevents an employee from performing his/her usual duties. Extended disability leave is not intended to be used for illness of short duration.
- 3.2 When a member of the bargaining unit is absent from duty on account of illness or accident for a period of five calendar months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the absent employee's position during the absence.
- 3.3 To be eligible for leave pursuant to this Extended Disability Leave Section, unit members must submit doctor's verification of illness to the Human Resources Department on forms provided by the District
- 3.4 The ~~leave and~~ differential salary provided in subsection 3.4 2 above is available only after all accumulated sick leave and earned vacation have been exhausted.
- 3.5 In case of illness of short duration--five days or less-- where all available sick leave has been exhausted, the employee may use leave without pay or vacation leave.
- 3.6 Extended disability leave is available only once in each fiscal year. The five-calendar-month period is calculated commencing with the first day of absence for the illness defined as qualifying the unit member for the leave provided in this section.

### SECTION 4 - Personal Necessity Leave

- 4.1 Personal necessity is described as an uncontrollable event that must be attended to during work hours pursuant to Education Code section 45207. It is understood that Personal Necessity Leave is not vacation. A maximum of seven (7) days of sick leave earned pursuant to Section 1 of this Article shall be available for use by a unit member. Examples of appropriate use of Personal Necessity Leave include:
- 4.1.1 Death of an immediate family member (as defined in Education Code 4519444985);
- 4.1.2 Accidents involving the employee, the employee's immediate family, or property of the employee or an immediate family member;
- 4.1.3 ~~appearance in court~~; Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction;

4.1.4 Medical appointments for the employee's immediate family; important family events (graduations, marriages, etc.);

4.1.5 Birth or adoption of a child; and

4.1.6 For other reasons which may result from an uncontrollable event, expected or not, and which must be attended to during duty hours.

4.1.7 The Personal Necessity request form shall require a signature to the following statement:

"I certify that the reason for the personal necessity leave is an uncontrollable event that must be attended to during work hours. It is not for the purpose of vacation."

4.2 District adopted procedures for reporting an absence shall be used for reporting Personal Necessity Leave. Leave must be approved by the site administrator and the Assistant Superintendent of Human Resources. Whenever possible leave should be requested and approved in advance except that an employee is not required to secure advance permission for leave taken for the death of an immediate family member or an accident involving employee's person or property or the person or property of an immediate family member.

4.3 Except in extreme emergencies, Personal Necessity leave will not be taken the day immediately preceding or following a holiday.

4.4 Both parties agree that leave pursuant to this section is not to be used for concerted action of any kind.

4.5 Family School Partnership Act

4.1.5 The Family School Partnership Act applies to parents, guardians, stepparents, foster parents or grandparents of, or a person who stands in loco parentis to, one or more children of the age to attend any of grades K-12, or a licensed child care provider having custody of one or more children in kindergarten through 12<sup>th</sup> grade.

4.1.6 The employee may take up to forty hours each school year, ~~but not more than eight hours in any calendar month of the school year, to participate in activities of the school, if the employee gives prior and reasonable notice to the employer of the planned absence.~~ for the purpose of the following child-related activities, as they are defined by Labor Code section 230.8:

A) To find, enroll, or reenroll his/her child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of his or her child, if the employee, prior to taking the

time off, gives reasonable notice to the employer of the planned absence of the employee. Time off pursuant to this subparagraph shall not exceed eight hours in any calendar month of the year.

(B) To address a child care provider or school emergency, if the employee gives notice to the employer.

4.5.3 The employee shall utilize existing vacation, personal necessity leave, or compensatory time off for Leave taken pursuant to this section 4.5. will be counted as personal necessity leave. If all such personal necessity leave has been used, this will be taken from the employee's sick leave.

4.5.4 The employee shall provide documentation of participation from the school, if requested by the employer.

## SECTION 5 – Maternity Pregnancy and Parental Leave

5.1 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom shall be treated as temporary disabilities, and the employee so disabled shall be eligible to use her accumulated sick leave during the period of disability, and shall be eligible for the benefits provided by Section 1 of this Article, regarding sick leave, and Section 3 of this Article, regarding Extended Disability Leave, for absences necessitated by disability related to pregnancy, miscarriage, childbirth, and recovery. The length of the disability leave shall be determined and certified in writing by the employee and the employee's physician.

5.2 ~~The District will also grant unpaid child care leave. The maximum length of such leave will be six months.~~

5.3 A unit member will be granted, upon request, a maximum of two days of absence with full pay at the time of the birth or adoption of his/her child. For multiple births or multiple adoptions (i.e. twins), unit members will be granted, upon request, the above referenced two (2) days of absence with full pay for each child.

### 5.3.4. Family Medical Leave Act

~~The Family Medical Leave Act (FMLA) provides up to 12 weeks of unpaid family/medical leave within a twelve month period. A new twelve months begins at the end of an FMLA leave provided the employee has been employed for at least 1250 hours during the 12 months immediately preceding the leave. Accrued leave (vacation/sick leave for yourself or vacation/family leave for family) counts toward the twelve weeks. District paid benefits will continue during the twelve weeks of FMLA leave. Appropriate medical certification will be required.~~

5.3.1 Eligible unit members may take up to twelve (12) workweeks of parental leave for reason of the birth of a child of the unit member, or the placement of a

child with the unit member in connection with the adoption or foster care of the child by the unit member.

5.3.2 Parental leave shall be available and administered in accordance with Education Code section 45196.1, and the California Family Rights Act (CFRA) laws and regulations.

5.3.3 A unit member's twelve (12) workweeks of parental leave shall also run concurrently with the unit member's entitlement to take leave under the Family Medical Leave Act (FMLA) to the extent applicable.

5.3.4 The twelve (12) workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during the period of parental leave.

5.3.5 After a unit member exhausts all available sick leave, including accumulated sick leave, the unit member shall be compensated no less than fifty percent (50%) of the unit member's regular salary for the remainder of the twelve (12) workweek period in accordance with the terms and conditions of Education Code section 45196.1.

5.3.6 Unit members may not receive more than one twelve (12) workweek period of parental leave within a twelve (12) month period.

5.3.7 Parental leave must be completed within twelve (12) months of the birth or the placement of the child. Requests for such leave shall be filed with the District as early as possible and at all times at least thirty (30) days prior to the beginning date of the requested leave.

#### 5.4 Unpaid Childcare Leave

The District may will also grant unpaid child care leave. The maximum length of such leave will be six months. Requests for such leave shall be made to the District at least ninety (90) calendar days prior to the anticipated date on which the leave is to commence.

~~5.5.5 California Labor Code 230 and 230.1 allows use of FMLA for Victims of Domestic Violence. Please consult district policy or the Human Resources office for further information.~~

#### SECTION 6 - Military Leave

Military leave of absence shall be granted as provided for in the Military and Veteran's Code of the State of California and other applicable law. Advance notice of military service is required to the extent permitted by law. The District may verify military service by requesting mMilitary orders must be verified in advance

~~by a copy of the military orders requiring military duty~~ to the extent permitted by law.

## SECTION 7 - Bereavement Leave

- 7.1 Unit members shall be permitted up to a maximum of five days of leave with full pay for necessary absence in the event of the death of any member of the employee's or the employee's domestic partner's immediate family. "Immediate family" as used in this section includes husband, wife, domestic partner, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, aunt, uncle, step parent, step child, or any relative of either spouse living in the immediate household of the unit member. Upon request, employee must provide proof of qualifying relative to verify need to this leave. The five days leave may be taken intermittently within a reasonable time frame.
- 7.2 Members of the bargaining unit may request permission of their immediate supervisor to be absent without pay on account of the death of any relative not designated as immediate family.
- 7.3 Members of the bargaining unit shall be required to contact their immediate supervisor or department office prior to the start of their regular work shift to request bereavement leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence. Exceptions to this provision may be made in the event of an emergency.
- 7.4 Verification of bereavement leave upon return from leave: Members of the bargaining unit shall be required to complete a leave verification form provided by the District and provide such proof of eligibility for leave benefits pursuant to this section as may be required by the District. Verification may include but is not limited to death certificate, published death notice, and/or obituary.

## SECTION 8 - Jury Duty and other Legal Responsibilities

- 8.1 The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, or called as a witness in court other than as a litigant and pursuant to subpoena, leave of absence without loss of pay for time the employee is required to perform jury duty or serve as a witness during the employee's regularly assigned working hours. Employees, so called for jury or witness duty, must notify the District of service date(s) upon receiving said notice or subpoena from officers of the Court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury or witness duty, less meals, travel, and parking allowances. Employees are required to return to work during any day or portion thereof in which jury duty services are not required. The division head may, when warranted, make an exception for unit members who work the night shift.



- 8.2 Within one work day of the unit member's return to work, tThe unit member shall provide notice and verification transmit to the District Human Resources Department of any juror's fees received, exclusive of mileage and/or parking fees.

#### SECTION 9 - Leave Without Pay

- 9.1 After three years of service, a unit member may apply for a leave of absence without pay for a period not to exceed three months when approved by the superintendent or designee. Such leaves will not ordinarily be extended. Extensions up to an additional three months will be decided on the merits of the individual case, as determined by the Superintendent or designee, only after written request of the employee. Any employee who fails to return to work at the end of a leave will be terminated, unless the leave has been for illness, injury, or industrial accident, in which case the expiration of all leave provisions of Education Code Sections 45192 and 45195 are applicable. The Board of Trustees may deny any leave without pay request upon recommendation of the superintendent when that particular leave is deemed not in the best interest of the school or the District.
- 9.2 A leave of absence without pay for up to six months may be granted unit members for retraining or for study under the following conditions:
- 9.2.1 The unit member has been a District employee in a paid status for seven consecutive years immediately preceding a study leave or for three consecutive years immediately preceding a retraining leave.
  - 9.2.2 The unit member has not had a retraining or study leave during the eligibility period provided in subsection 9.2.1 above.
  - 9.2.3 The unit member meets the standards of service prescribed by the District for eligibility for retraining or study leave.
  - 9.2.4 The leave is requested in writing three months prior to its use.
  - 9.2.5 The leave does not interfere with the operations of the District and has been specifically approved by the Board of Trustees.
- 9.3 Unit members on leave of absence without pay shall not earn vacation time, sick leave, holiday pay or other benefits provided under this Agreement.

#### SECTION 10 - Illness in the Immediate Family

- 10.1 A unit member may be granted up to four days' absence per fiscal year with full pay because of serious illness in the immediate family of the unit member requiring the actual presence of that unit member.

- 10.2 “Immediate family” as used in this section means spouse, domestic partner, child, father, mother, father-in-law, mother-in-law, grandparent, grandchild; or any relative or foster relative living in the immediate household of the employee.
- 10.3 Approval for leave under this section shall be obtained from the Assistant Superintendent, Human Resources, with the member supplying proper verification, including medical verification, as required.

## SECTION 11 –Catastrophic Leave

### 11.1 Eligibility

Catastrophic leave is defined as a major physical or mental disability that renders the employee incapable of performing his or her regular work duties. Bargaining unit members may apply for and be eligible to receive catastrophic leave pursuant to the following:

- 11.1.1 The unit member is suffering from an incapacitating illness or injury which is expected to continue for an extended period of time, as verified by the attending physician, and which prevents the unit member from performing his/her regularly assigned work with or without accommodation. Verification shall set forth the incapacitating nature of the illness or injury, ~~diagnosis, prognosis~~ and the expected length of absence.
- 11.1.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all accrued sick leave and any other paid time.
- 11.1.3 Eligibility for catastrophic leave credits shall run concurrently with extended disability leave pursuant to Section 3 of this article and may be used only for the remainder of the school year, but in no event longer than twelve consecutive calendar months following the start of the illness/accident absence.
- 11.1.4 Unit members will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve. Previously donated as used in this paragraph means having donated sick leave credits during the annual period as defined in subsection 11.2.3 below.
- 11.1.5 Catastrophic leave credits may be used only in full-day increments.
- 11.1.6 Immediately following the distribution of this agreement, the District will publish and distribute guidelines for application for

Catastrophic Leave, including a description of the process for approval or disapproval of such leave.

11.2 Procedures for Contributing Sick Leave Credit

11.2.1 Unit members may contribute only one sick leave day in any one fiscal year.

11.2.2 This catastrophic leave provision shall not be in effect for any school year in which a solicitation of days is made and a minimum of seventy-five unit members fail to make a contribution of sick leave credits. If this seventy-five-unit member minimum is not achieved in two consecutive years, the catastrophic leave provision in this article shall automatically be rescinded and any unused sick leave credits in the catastrophic leave reserve shall be returned, on a proportionate basis if need be, to those who donated credits and who did not use any catastrophic leave benefits.

11.2.3 Sick leave credits may be contributed only from July 1 through October 1 of each school year. Unit members employed by the district after October 1 may donate to the sick leave bank within the first thirty calendar days of employment.

11.2.4 Contributions of sick leave credits are irrevocable and shall be for a full day only.

11.2.5 Only unit members who have contributed days to the catastrophic leave bank are eligible to use it.

11.3 Joint Association-District Catastrophic Leave Committee

11.3.1 A joint Association-District Committee comprised of two representatives and an alternate of each party shall administer the provisions of this article.

11.3.2 The duties of the joint committee established by this section shall include the following:

11.3.2.1 Determine and certify that the unit member is eligible for catastrophic leave based on the severity of the illness/accident and physician's verification of the illness/disability.

11.3.2.2 Determine the number of days to be granted, if any, considering such factors as the anticipated duration

of the illness, previous use of sick leave and leave pursuant to this section, and length of service.

11.3.2.3 Establish procedures for requesting and for donating catastrophic leave credits. Any procedures established shall have the express approval of both parties. The committee shall act prudently to ensure that a sufficient number of days are in the catastrophic leave bank to meet anticipated needs.

11.3.2.4 Approve and designate appropriate forms for donating and requesting catastrophic leave credits.

11.3.2.5 Determine method of proration for sick leave days returned to donor upon discontinuance of the program.

~~11.3.3 The joint committee may request that an applicant for catastrophic leave apply for PERS disability allowance in lieu of using the leave provided in this section.~~

11.4 Miscellaneous

11.4.1 Unit members do not accrue sick leave while using catastrophic leave credits.

11.4.2 Unit members receiving workers' compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credits provided in this section.

11.4.3 Approval or denial of catastrophic leave requests by the joint committee shall not be subject to appeal or subject to the provisions of Article X—Grievance Procedure of this Agreement.

11.4.4 District-paid health and welfare benefits shall end when extended disability leave (differential pay) provided in Section 3 of this article would have ended had catastrophic leave not been granted. Unit members using catastrophic leave credits beyond the five months of disability leave may continue health and welfare benefit coverage by paying the appropriate premiums.

11.4.5 Maximum number of days which can be accumulated in the catastrophic leave reserve shall be no greater than the number of FTEs in the bargaining unit.

- 11.4.6 Catastrophic leave, if granted, shall not commence until all sick leave is exhausted, or ten days after illness commences, whichever is later.

## SECTION 12 – Other Leave

- 12.1 Family and Medical leave shall be available and administered by the District in accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).
- ~~12.2~~ The District shall provide leave as required by state and federal law to the extent such leave is not expressly addressed in this Article.
- 12.3 Leave for business or personal reasons, not provided under personal necessity leave may be granted with or without pay at the discretion of the superintendent or designee.
- ~~12.4~~~~12.2~~ Probationary and permanent bargaining unit members who have no absences pursuant to Article VII, Section 1, 4, and 10 during a fiscal year (July through June) shall be entitled upon request to one day of leave with pay on their birthday the following fiscal year. When the birthday falls on a Sunday, the succeeding work day that is not a holiday is deemed to be the birthday. When the birthday falls on a Saturday, the preceding day that is not a holiday shall be deemed to be the holiday.
- ~~12.5~~~~12.3~~ When the birthday falls during a week or month when the unit member is not assigned to work, the unit member shall be given a floating holiday during the regular school year. The floating holiday must be scheduled in advance with the pre-approval of the employee's supervisor. The holiday does not carry over or accumulate if not taken in the succeeding work year after which it is earned.
- ~~12.6~~ Victim of Domestic Violence. California Labor Code sections 230 and 230.1 allow use of FMLA and other applicable leave for Victims of Domestic Violence. Please consult District policy or the Human Resources office for further information.

## SECTION 13 – Organization Leave

Unit members who are official delegates to Union conferences and conventions shall be allowed up to five days' leave with pay per year for the purpose of attending such conferences and conventions, provided the Union reimburses the District for the cost of the substitute, if any.

For AFSCME

Christina Horton

[Signature]

Anthony Taff

[Signature]

Lozano

Dated: 2-10-2020

For Sequoia Union High School District

Jacqueline Murray

Karen Bezendes

Dated: 2-10-20