

**Tentative Agreement between Sweetwater Union High School District and
California School Employee Association and its Chapters 471, 731, 258
District Proposal on
November 8, 2021**

ARTICLE 14

PAID LEAVES

14.1 Introduction to Leaves:

A. All employees covered by this Agreement shall be entitled to all leave benefits conferred by law or granted by the District or as contained in the provisions of this Agreement. Regularly employed part-time employees shall be entitled to all leave benefits granted full-time employees, but such leaves and benefits shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year, of such part-time employees bear to eight (8) hours per day, forty (40) hours per week.

B. It shall be the responsibility of every employee to report illness or his/her need for leave to their site or department administrator or designee as soon as practical based on the guidelines established at the school site or department, on the form set forth in Appendix D (Leave Application).

C. Absences not exceeding five (5) consecutive workdays may be verified by the employee. This does not preclude the supervisor from requesting additional verification when he/she has reasonable cause to believe that the leave is being misused.


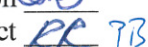
After one (1) calendar month, a physician or licensed medical practitioner's written statement verifying employee's clearance to return to work shall be filed with the Division of Human Resources prior to employee's return to duty.

D. It is the understanding of the parties that the District may discipline any unit member for the misuse of any paid leave under this Agreement.

14.2 Sick Leave and Other Related Sick Leave Benefits for Illness or Injury for Members of the Bargaining Unit:

A. Granting of Annual Sick Leave Benefits and Accumulation of Sick Leave Benefits:

1. All members of the bargaining unit shall be entitled to paid illness or injury leave at the rate of twelve (12) days per year for 251-260 day employees,

Union 
District 

eleven (11) days per year for 222-250 day employees, and ten (10) days per year for 190-221 day employees, this is defined as current annual sick leave.

2. All unused sick leave shall be accumulated from one (1) school year to the next school year. This is defined as accumulated sick leave. Sick leave will accumulate without maximum.
3. All members of the bargaining unit when absent due to sickness or injury shall receive full pay for said absence by using their current annual sick leave days and/or their accumulated sick leave days.
4. All members of the bargaining unit who use all of their current annual sick leave and subsequently fail to serve their assigned school year, shall have deducted from their final pay warrant the amount paid for the unearned current annual sick leave.
5. Sick and injury leave benefits for members of the bargaining unit paid at an hourly rate shall be computed on the basis of one (1) hour sick and injury leave for each eighteen (18) hours of service rendered to the District.
6. Once each year employees will receive notification of their vacation and sick leave that has accrued as of June 30. Notice will be included in the September pay warrant.

B. Other Sick Leave Benefits for Members of the Bargaining Unit with Less Than One Hundred (100) Days of Accumulated Sick Leave:

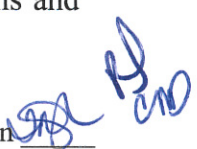


1. A member of the bargaining unit will be entitled to one hundred (100) duty days of sick leave in the event he/she has depleted his/her current annual sick leave granted for the current year and illness or injury compels further absence. The one hundred (100) days are computed starting with the first duty day after his/her current annual sick leave has been used. Accumulated sick leave days which are used, in which the member of the bargaining unit is compensated at full pay, are included as part of the one hundred (100) duty days.
2. The one hundred (100) days under this provision are not accumulated from one (1) school year to the next school year.
3. When all current annual and accumulated sick leave of less than one hundred (100) days have been depleted, a member of the bargaining unit will be compensated for the remainder of the one hundred (100) duty days accordingly:

Union 
District 

- a. He/she shall be paid the difference between his/her salary and the salary of his/her substitute, or fifty percent (50%) of his/her salary whichever is greater.
 - b. He/she shall be paid fifty percent (50%) of his/her salary, if a substitute is not obtained.
- C. Proof of Absence Due to Illness or Absence Due to Medical Consultation or Treatment:
- 1. Absences of six (6) or more consecutive workdays:
 - a. Verification of absence due to illness or injury for a period of six (6) or more consecutive workdays shall be provided by means of a written statement from his/her physician or licensed medical practitioner certifying illness or injury.
 - b. If a physician statement is non-verifiable, the District may require a second opinion through a District provider. The District will pay for the costs of second opinions.
- D. A sick leave absence shall commence when the member of the bargaining unit or agent of the member of the bargaining unit calls in to report the absence. A sick leave day once commenced may not be reinstated as a duty day without the approval of the principal/supervisor.
- E. An employee may use his/her accumulated sick leave in order to visit physicians for consultation or treatment provided the physician have required them to come during the employee's normal work shift or lack of other time when the physician can see him/her.

14.3 Maternity Leave:

- A. A pregnant employee on active duty with the District, who is absent from duty because of illness or disability from pregnancy, miscarriage, childbirth, and recovery there from, shall be eligible to take paid sick leave in accordance with Section 14.1 of this article. A pregnant employee on active duty who has written verification by her physician that she is unable to perform her normal duties due to medical reasons related to her pregnancy during the school year, shall be eligible for paid sick leave benefits under the provisions of Section 14.2.
- B. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, or childbirth on the same terms and conditions applied to other temporary disabilities.

Union 
District  

- C. Return to duty from a maternity leave shall be dependent upon both of the following:
1. The employee must submit a written request to the Division of Human Resources thirty (30) days prior to the date she desires to return to work.
 2. Before her return to work, her physician must verify that she is able to resume her normal duties or duties similar to the ones she held prior to taking her maternity leave.

14.4 Parental Leave:

The District will comply with applicable state and/or federal law regarding parental leave.

14.4.5 Use of Accumulated Sick Leave for Personal Necessity:

- A. Unit members shall be granted up to seven (7) days of personal necessity leave with pay per year, deductible from sick leave. Personal necessity shall be defined as matters of a personal nature which cannot be conducted outside the normal workday.
- B. Prior consultation with the employee's principal/supervisor should be made for personal necessity leave consideration. It is understood that all extreme personal necessities cannot be anticipated; however, when a unit member uses personal necessity leave for a non-emergency situation, the unit member must notify the principal/supervisor at least forty-eight (48) hours in advance. When the leave is for an emergency, the unit member shall notify the principal/supervisor as soon as possible for use of personal necessity.
- C. If the employee does not elect to use accumulated sick leave as provided above, or has no sick leave balance, then the regular salary deduction for personal leave will be used for days absent.
- D. Personal Necessity leave shall not be used for concerted action of any kind against the district. If the district has reasonable cause to believe a unit member is abusing the provisions of the section, appropriate disciplinary action may be taken.

Union
District

14.514.6 Rules and Regulations for Industrial Accident and Illness Leaves of Absence for Regularly Employed Members of the Bargaining Unit:

- A. In any one (1) fiscal year, allowable leave shall be up to and include sixty (60) working days for the same illness, injury or accident.
- B. Allowable leave shall not be accumulated from year to year.
- C. Industrial accident or illness leave shall commence on the first day of absence.
- D. When an employee of the unit is absent from duty because of an industrial accident or illness, he/she shall be paid such portion of his/her salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under workers' compensation, will result in a payment to him/her or not more than full salary.
- E. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a workers' compensation indemnity award.
- F. When an industrial accident or illness leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness, accident or injury.
- G. The industrial accident or illness leave or absence is to be used in lieu of entitlement (sick leave benefits) acquired under Article 14, Section 14.5. When entitlement (sick leave benefits) to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensatory time, vacation, or other available leave which, when added to workers' compensation award, provide for a full day's wage or salary.
- H. During any paid leave of absence, an employee of the unit shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payment of his/her salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any actually paid to and retained by the employee for periods covered by such salary warrants.
- I. Any employee of the unit receiving benefits under this article shall, during periods of injury or illness, remain within the state of California, unless the District authorized travel outside the state.

Union
District RA PR

- J. When all paid leave of absence has been exhausted, and the employee requests a leave of absence, that employee will be placed on a health leave of absence without pay for one (1) calendar year.
- K. Eligibility for industrial accident leave and industrial illness leave accrues immediately by virtue of employment with the District. If the District has a reasonable doubt about the employee's ability to perform his/her assignment, the District may require the employee to be cleared by a District appointed worker's compensation physician.
- L. An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leave of absence granted under this article and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her former position with all the rights, benefits, and burdens of a permanent employee.
- M. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. He/she must be cleared in accordance with Section 14.5.K.
- N. At any time, during the prescribed thirty-nine (39) months, the employee is able to assume the duties of his/her position he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment.
- O. Modified/Light Duty Program:
1. Definitions:
 - a. Modified work: "Modified work" shall be defined as an employee's regular assignment which is temporarily modified by the District to meet the physical restrictions indicated on Physician's Statement of Ability to Work, Form #8526 (Appendix E).
 - b. Light Duty: "Light Duty work" shall be defined as a temporary assignment, different from an employee's regular assignment, offered by the District which meets the temporary physical restrictions.
 2. When a bargaining unit member has been absent from work on industrial accident leave for any duration, the employee agrees to present his/her principal with completed Physician's Statement of Ability to Work (Form #8526), before resuming work.
 3. If the Form #8526 identifies medical restrictions, one (1) of the following actions will be required:

Union
District



- a. If the restrictions are temporary (thirty [30] days or less) and job duties can be modified to accommodate these restrictions, the principal shall temporarily modify the employee's position and the employee will return to "modified work" on the next duty day.
 - b. If the restrictions are temporary (thirty [30] days or less) and, in the opinion of the principal, the employee cannot perform his/her regular assignment with the restrictions, the employee will be placed on "light" duty on the next duty day until such restrictions are lifted by the employee's physician.
 - c. Under California worker's compensation law, if medical restrictions are permanent, based on medical evidence, and, after implementing reasonable accommodation, the District determines that the employee can no longer perform the duties of his/her regular assignments, the employee shall be eligible for one (1) of the following:
 - i. Benefits in accordance with worker's compensation laws, if the restrictions are because of a qualified work-related injury.
 - ii. Consideration for transfer to another District job under the provisions of the CSEA collective bargaining agreement or disability retirement as approved by PERS/STRS.
4. Employees assigned to both modified work or light duty work shall continue to receive their regular rate of pay, and regular benefits. Modified work or light duty work shall have no impact on an employee's seniority rights or movement on the salary schedule. Employees shall continue to be entitled to all rights and benefits under the CSEA collective bargaining agreement.

14.614.7 Bereavement Leave:

- A. All members of the bargaining unit are entitled to leave of absence, without salary deduction, not to exceed three (3) duty days, or five (5) duty days if out of state travel is required, because of the death of any members of his/her immediate family. In-state leave shall be extended to five (5) days at bargaining unit member's discretion if death occurs four hundred (400) miles round trip from Chula Vista.
- B. Members of the Immediate Family: Immediate family shall include the following relatives of the unit member or the unit member's spouse/domestic partner: mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, step-child, brother, step-brother, brother-in-law, sister, step-

Union 
 District 




sister, sister-in-law, aunt, uncle, niece, nephew, or any relative or person living in the immediate household of the employee. Mother and father include step-mother, step-father, and court appointed guardians.

- C. Personal Necessity Leave as defined in Section 14.4, may be used by the bargaining unit member after bereavement leave has been exhausted.

14.714.8 Jury Duty or Witness in Court Other Than as a Litigant:

- A. When an employee must be absent from duty to appear in court to testify as a nonparty witness or to serve on a jury, the employee shall continue to receive his/her regular salary and shall return the jury or witness fees to the District, exclusive of mileage and meal reimbursements. Employees who serve or who are required to be at court on a jury, for two (2) hours or more during the day shall be relieved from work with pay for the remainder of their shift.
- B. An employee of the unit is eligible for a leave of absence in order to appear as a nonparty witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through his/her connivance or misconduct.
- C. The employee shall obtain a jury and court attendance report form from the Court Clerk to report attendance in court.
- D. Employees required to appear before a public agency on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) shall be paid the difference, if any, between the compensation they receive from the public agency and their wages for each day of service.

14.814.9 Military Leave:

Military leave shall be granted pursuant to the Military and Veterans Code or any other applicable laws or statutes.

14.914.10 Employees Serving as Public Officials:

- A. Employees of the unit serving public agencies as elected public officials may be authorized five (5) days of leave without loss of pay each school year to attend meetings related to that agency.
- B. Prior to approval of such leave, the District must have assurance in writing that the meeting attendance is authorized by that agency.
- C. If there is need for leave beyond the five (5) day period, each request will be considered on an individual basis predicated upon the importance of the activity

Union
District



which necessitates the request, the frequency of such requests, and the financial ability of the District to provide for such requests.

- D. An employee of the unit who is elected to the state Legislature or Congress shall be entitled to an unpaid leave of absence for his/her term or terms in office.

~~14.10~~14.11 Family Care Leave:

- A. This article is in compliance with the federal Family and Medical Leave Act (FMLA).
- B. All bargaining unit members completing one (1) year of employment shall be eligible for Family Care Leave for up to twelve (12) work weeks within a twelve (12) month period. (July 1 – June 30) Family Care Leave may be taken intermittently or on a reduced workday schedule when medically necessary.
- C. Family Care Leave means leave for reasons of the birth or adoption, or placement of foster child with the employee; leave to care for seriously ill child, spouse or parent; leave for the employee's own serious health condition.
- D. When applicable, the District shall require that a unit member's request for Family Care Leave be supported by a certification as to which aspect of the definition of serious health condition applies, and a statement of medical facts supporting that definition, issued by a licensed health care provider of the individual requiring care, or with birth certificate or court documents.
- E. The employee may elect to choose to substitute appropriate paid leave (which may, depending on the reason for the leave, be paid accrued vacation, personal, or medical/sick leave) for unpaid Family Care Leave. The District shall require that the Family Care Leave count as running concurrently for purposes of both the disability benefit plan and the Family Care Leave to offset other paid accrued leave.
- F. The same position must be given to the employee at the end of the family leave period with the same benefits, pay, terms and conditions of employment as when the employee began his/her Family Care Leave.
- G. In addition, employees may choose to apply for other leave as provided in other articles in this contract.
- H. Group health plan coverage and premium payments shall be maintained on the same basis as if the employee were in a paid status. The District may recover from the unit member its cost of premium payments for group health plan benefits

Union
District

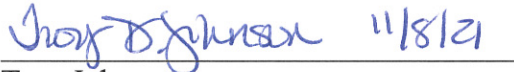
[Handwritten signatures and initials]
FB

paid during periods of unpaid Family Care Leave if the unit member fails to return to work after the expiration of Family Care Leave.

For the Association:



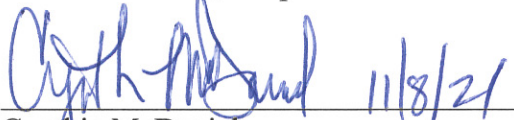
Ron Silva
CSEA President, Chapter 258



Troy Johnson
CSEA President, Chapter 471



Patrick Brown
CSEA President, Chapter 731



Cynthia McDaniel
CSEA Labor Relations Representative

For the District:



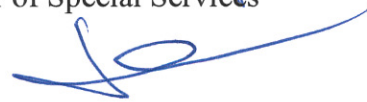
Roberto Rodriguez
Director of Labor Relations



Anna Pedroza
Director of Human Resources



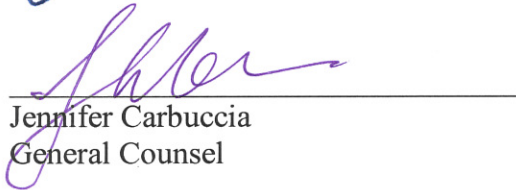
Michelle Sturm-Gonzalez
Director of Special Services



Janea Quirk
Chief Facilities & Operations Officer



Jenny Salkeld
Chief Financial Officer



Jennifer Carbuca
General Counsel

Union _____
District _____