

**RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its CHAPTER 506
TENTATIVE AGREEMENT
June 29, 2015**

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and subject to ratification by the California School Employees Association, and its Chapter 506 ("CSEA") the parties agree to:

ARTICLE XIII (Leaves) is amended in its entirety to read:

- 13.0 Leave Provision: The benefits which are expressly provided by this Article are the sole leave benefits which are a part of this Agreement. It is agreed that other leave benefits which may be provided by law are not subject to the grievance procedure, Article XVIII.
- 13.1 Break in Service: Time spent on paid leave shall not be construed as a break in service for any purpose. Time spent on unpaid leave shall not be construed as a break in service for any purpose except that during such time the unit member shall not accrue seniority or any benefits. The unit member shall neither gain nor lose seniority as a result of the time the unit member is on unpaid leave. Unit members re-employed from a re-employment list shall be credited, at the time of re-employment, with prior-earned seniority for all purposes as set forth in this Agreement.
- 13.2 Notice of Return: At least two (2) weeks prior to the end of any unpaid leave of thirty (30) or more calendar days, the unit member on leave must submit in writing to the Human Resources Office notice of the unit member's intent to return to work, or a request for further leave, or a letter of resignation. Failure on the part of the unit member to provide such timely notice may result in termination of employment.
- 13.3 Sick Leave: Leave of Absence for Illness or Injury: A unit member employed five (5) days a week for a full fiscal year shall be granted twelve (12) days' leave of absence for illness or injury, exclusive of all days a unit member is not required to render service to the District with full pay, for a fiscal year of service. Unused sick leave may be accrued indefinitely. The unit member may convert unused sick leave to retirement credit in accordance with law.

- 13.3.1 All unit members employed on a ten-month (10) basis shall earn ten (10) days of sick leave per school year. Unit members on eleven (11) month workyear shall earn eleven (11) days sick leave per year; and those unit members on a twelve (12) month workyear shall earn twelve (12) days of sick leave per year.
- 13.3.2 A unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days' leave of absence for illness or injury as the number of days a unit member is employed per week bears to five (5). When such unit members are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled. Pay for any day of such absence shall be the same as the pay which should have been received had the unit member served during the day of illness. Each unit member, at the beginning of the unit member's workyear, shall be eligible for the number of sick leave days corresponding to the number of months in the unit member's workyear.
- 13.3.2.1 A less than twelve (12) month unit member serving as a summer employee for no less than fifteen (15) days shall receive one (1) additional day of sick leave per year to correspond with the number of hours worked in the summer. Unused summer sick leave shall be credited to the unit member's regular sick leave balance.
- 13.3.3 A unit member may utilize sick leave for pregnancies or disabilities caused or contributed to by pregnancy and recovery therefrom.
- 13.3.4 If a unit member is quarantined by the County or City Health Department of the unit member's county or city of residence because of the illness of another person, the absence shall be paid leave and shall not be charged to sick leave. In all other circumstances involving quarantine, the unit member shall use sick leave. In all cases, the District shall require that the unit member provide written verification of quarantine and the dates thereof from the controlling agency. Without such verification, the absence shall be unpaid.
- 13.3.5 A doctor's certificate or other proof of illness or disabling conditions may be required by the District for any illness or disabling condition in which the absence is

six (6) consecutive days or more. However, the District, upon probable causes, reserves the right to require a unit member to furnish proper proof of cause of future absence when called upon to do so. Such notification should be submitted to the immediate supervisor upon the first day of return to duty. The unit member in turn will forward the information to the Human Resources Office. At District expense, the District may require, in accordance with the law, a statement from a physician of its choice verifying the unit member's ability to perform the tasks entailed in the unit member's assignment.

13.3.5.1 If an employee is referred for a fitness for duty evaluation and the employee is found unfit for duty, the employee may appeal the fitness for duty physician's determination. The employee will then be sent to a second District-approved physician where the determination of whether the employee is fit or unfit for duty (with or without restrictions) will be final.

- If the fitness for duty determination differs from the employee's personal physician, the employee will be placed in paid administrative leave, retroactively to the date the employee was released to return to work by their personal physician, until completion of the second fitness for duty evaluation, if one is requested.
- A request for a second fitness for duty evaluation must be received in writing to Human Resources or postmarked no later than ten (10) calendar days from the date of the written notification to the employee regarding the fitness for duty determination.

13.3.6 When a unit member has been sick or injured for an extended period of time and all accumulated sick leave has been used, the unit member shall be paid the difference between the unit member's own salary and the amount paid for a substitute, but in no case less than 50% of the unit member's regular salary. This benefit shall apply for up to five (5) calendar months for any illness in any school year. The five (5) month period begins for the first illness or injury in any school year on the day of absence following the last day of sick leave earned during that year. At the expiration of all sick leave benefits, the unit member may request a health leave.

13.4 Industrial Injury or Illness Leave: Unit members are covered by Worker's Compensation Insurance for any injury or illness arising out of, and in the course of, their employment. Unit members shall be responsible for reporting an industrial injury or illness to the immediate supervisor or manager. Unit members shall be granted paid leave for absences determined to be caused by industrial injury or illness. Eligibility for industrial injury or illness leave will continue for only such period as the unit member qualifies as temporarily disabled under workers' compensation laws.

13.4.1 Total allowable leave shall be sixty (60) working days during which the schools are required to be in session or when the unit members would otherwise have been performing work for the District.

13.4.2 In order to be eligible for industrial injury or illness leave a unit member must have served continuously for twelve (12) months. For the purpose of this section, twelve (12) months' service means that the unit member was employed by the District on or before three hundred sixty-five (365) calendar days prior to the first day of absence.

13.4.3 Leave will begin on the first day of absence after the date of injury.

13.4.4 Industrial injury/illness leave must be authorized in writing by a doctor.

13.4.5 During the first sixty (60) working days of industrial injury/illness leave, the injured unit member shall be paid their full salary.

13.4.6 Industrial injury/illness leave shall be reduced by one (1) day for each day of authorized absence.

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

13.4.8 When entitlement to industrial injury leave has been exhausted, all sick leave benefits accrued as a unit member may commence, in accordance with this Agreement.

13.4.9 Following the expiration of the sixty(60)-day Industrial Leave, regular sick leave and vacation leave may be used. If the unit member continues to receive workers' compensation benefits while on sick leave, such unit member will receive that

portion of accumulated sick leave which, added to the temporary disability benefit, will equal the unit member's regular salary.

13.4.10 When all industrial leave and sick leave benefits have been exhausted, and if the unit member is not medically able to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a re-employment list for 39 months. A unit member who has been placed on a re-employment list, who has been medically released for return to duty and who fails to accept an appropriate assignment, may be terminated. Periods of leave of absence under this section, paid or unpaid, shall not be considered to be a break in service of the unit member.

13.4.11 A unit member shall be deemed to have recovered from an industrial injury/illness and thereby able to return to work with reasonable accommodations at such time as the attending physician verifies there has been a recovery. The District, at its own expense, may request the opinion of another physician. In the event there is a disagreement between these two (2) physicians, the District, at its own expense, may request the opinion of a third physician whose opinion will prevail. This physician would be chosen from the list of Agreed Medical Examiners at the Workers' Compensation Appeals Board.

13.4.12 During periods of injury or illness, any unit member receiving benefits as a result of this section, shall remain within the State of California. Approval for travel outside the state must be obtained from the District. Failure to obtain such approval may result in a loss of benefits as provided in this section.

13.4.13 Modified Work Program:

When a unit member with an industrial accident or injury is determined by the responsible physician to be able to return to work with restrictions, the following shall occur:

13.4.13.1 A conference will be held to include the unit member, the unit member's supervisor and a representative of the ~~Employee Benefits Office~~ **Risk Management Department** to determine if the unit member can return to their regular job within the restrictions. A CSEA representative shall be present if requested by the unit member.

- 13.4.13.2 If it is determined that the unit member cannot perform their regular assignment, consideration will be given to a modified position within the restrictions at the regular worksite, which the unit member could fill on a temporary basis.
- 13.4.13.3 Should no appropriate assignment be available at the unit member's regular worksite, a temporary assignment within the restrictions will be identified elsewhere in the District for the unit member. The unit member shall be entitled to twenty-four (24) hours' notice prior to beginning an assignment. A different assignment on the following workday would only require notification prior to the end of the current workday.
- 13.4.13.4 Refusal of an assignment within the physician's restrictions will stop leave eligibility, if the assignment is the same number of hours as the unit member's normal assigned hours.
- 13.4.13.5 The unit member shall not be required to work a temporary assignment if it is for less than the unit member's regular assigned workday.
- 13.4.13.6 The unit member shall be paid the same rate of pay as though the unit member was working the unit member's normal assignment.

13.5 Personal Necessity Leave: A regular full-time unit member may elect to use annual accumulative illness or injury leave, not to exceed eight (8) days per school year.

13.5.1 A unit member shall be entitled to use eight (8) days of accrued sick leave during each school year in cases of personal necessity.

13.5.2 Personal Necessity shall include any of the following:

- (1) The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section 13.6 of this Article.
- (2) An accident involving the unit member's property or the person or property of a member of the unit member's immediate family. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably

disregard, and (3) require the attention of the unit member during such unit member's assigned hours of service.

- (3) An illness, including pregnancy of unit member's spouse, or a member of the unit member's immediate family as defined in Section 13.6.3, serious in nature, which under the circumstances the unit member cannot reasonably disregard, and which requires the attention of the unit member during such unit member's assigned hours of service.
- (4) Imminent danger to the home of the unit member, occasioned by a factor such as flood or fire, serious in nature, and which requires the attention of the unit member during such unit member's assigned hours of service.
- (5) An appearance of the unit member in court as a litigant or as a witness under an official order. The unit member is expected to return to work in cases where the unit member is not required to be absent the entire day. Only the hours missed from the work site shall be charged against the unit member's personal necessity leave.
- (6) Recognized days of observance of a unit member's personal faith. Personal Necessity leave for such purposes shall be granted only when attendance at such unit member's place of work would make impossible observance of that recognized day by the religious worship called for by the unit member's faith.
- (7) Attending the high school graduation, college graduation, elementary school promotion, middle school promotion of the unit member's child/children.
- (8) In order to attend the memorial service or funeral of a fellow unit member when such service is scheduled during a regular workday, a unit member may request personal necessity leave. These requests shall be granted to the extent that the coverage of regular duties deemed necessary by the unit member's supervisor can be arranged by that supervisor. The denial of a request by the Director, Classified Personnel shall not be subject to grievance.
- (9) The birth of a child making it necessary for a bargaining unit member who is the father of the child to be absent from his position during the assigned hours of service.

(10) Other personal necessity which may be allowed at the discretion of the Director, Classified Personnel. Causes for personal necessity deemed valid by the Director, Classified Personnel in granting leave under this section shall be deemed valid for only a specific situation involving a particular applicant and the acceptance of a cause deemed to be a personal necessity under this section shall not establish any precedent.

13.5.3 The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

- (1) The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the unit member is entitled.
- (2) The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
- (3) Payment of such absence shall be made only upon completion of a written report by the unit member to the District stating that the absence was due to a situation designated as a personal necessity within the meaning of this section. The District may deny the unit member's request if the leave was not a personal necessity within the meaning of this section.

13.5.4 Unrestricted Personal Business Leave: Unit members shall be eligible to use up to two (2) days of unrestricted personal business leave per each school year, to be deducted from any available sick leave days accrued. Except for an emergency situation, a request for such leave must, when feasible, be submitted three (3) workdays in advance of the requested leave date. Except when only one (1) unit member makes such a request, no more than five (5) percent of the unit members at a worksite may use leave in this manner on the same day. Such leave may not be used the first or last five (5) days of each semester, or before or after a scheduled holiday, unless approved by the Human Resources Office.

13.6 Bereavement Leave:

13.6.1 A leave of absence with pay and without deductions from accumulated sick leave, not to exceed four (4) days, shall be granted to a unit member when any member of the unit member's immediate family dies. In the event of the death of a unit member's spouse or dependent child, said leave shall be five (5) days. Two (2) additional days

will be granted to a unit member if travel of more than two hundred (200) miles one (1) way or out of California is required because of the death of any member of the unit member's immediate family.

13.6.2 Any additional days requested beyond those provided by the bereavement leave policy must be handled through the provisions under the section, "Personal Necessity Leave."

13.6.3 "Immediate Family" means those relatives or step-relatives bearing the following relationships to the unit member claiming bereavement leave, or to the unit member's spouse.

Son	Daughter	Spouse	Mother	Father
Sister	Brother	Grandchild	Guardian	Grandparent
Father-in-law	Mother-in-law	Daughter-in-law	Son-in-law	
Step Child	Uncle	Aunt	Niece	Nephew

Any person living in the unit member's household shall be deemed to be a member of the immediate family.

13.6.4 A unit member may request approval from the Human Resources Office for bereavement leave to be used in relation to the death of relatives not designated as immediate family. The decision of the Human Resources Office to grant or deny such approval shall be final.

13.7 Jury Duty: A unit member shall be entitled to leave without loss of pay for any time the unit member is required to perform jury duty. The District shall pay the unit member his regular rate of pay. The unit members shall provide validation of jury service for all time served. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty. If a unit member is serving on jury duty and has been released for part of a day, unit member shall report immediately to the unit member's supervisor and service for the remainder of the workday. Any unit member in the bargaining unit whose regular assigned shift commences at 3:00 p.m. or after and who is required to serve four (4) hours or more of the day on jury duty shall be relieved from work with pay.

13.7.1 A unit member whose normal work hours are past 8:00 p.m. and who is required to serve on federal jury duty out of the Riverside area may request that the Director,

Classified Personnel consider a modified schedule to accommodate the unit member's travel time.

13.8 Court Appearance Leave:

13.8.1 Unit members subpoenaed by the court as a witness in any court action involving the district, or subpoenaed as a witness because of their District duties, shall suffer no loss of compensation for the time they are required by the court to be away from their District assignment.

13.8.2 A unit member subpoenaed by the court as a witness in a case that is not directly related to the unit member's employment in the school district shall, upon request, be granted personal necessity leave. When personal necessity leave has been exhausted, the cost of a substitute shall be withheld from the unit member's pay for each day the court requires that the unit member be absent from work.

13.8.3 A unit member who is either a plaintiff or a defendant in a case which does not involve the District shall be granted personal necessity leave to appear in court as required by law. When personal necessity leave has been exhausted, the unit member shall be granted unpaid leave to appear in court as required by law.

13.8.4 Unit members who appear as litigants against the District in any court action shall be granted unpaid leave or personal necessity leave at the unit members' option.

13.8.5 Unit members appearing in court on behalf of and/or at the request of the District shall be granted paid leave for whatever time such appearances in court cause the unit members to be absent from work.

13.9 Adoption Parents Leave: The District shall provide paid leave for a unit member engaged in the procedures of legally adopting a child. These procedures include possible necessary travel, receipt of child, and legal responsibilities associated with the adoption. Such leave shall be limited to five (5) days.

13.10 Conference Attendance Leave:

13.10.1 The District shall attempt to provide unit members with paid leave for purposes of attendance at conferences related to the improvement of job performance. The amount of such leave shall be determined by the District in its sole discretion.

- 13.10.2 Unit members who wish to attend a conference for the purpose of improving performance shall submit a Request for Conference Attendance form to their immediate supervisor at least five (5) days prior to the conference date.
 - 13.10.3 The immediate supervisor and/or the Assistant Superintendent shall have the authority to approve or deny the request for conference attendance.
 - 13.10.4 Consistent with District policies concerning expenses, expenses incurred will be reimbursed by the District. If lesser amounts of expense reimbursement will be allowed, the unit member will be so notified prior to the conference.
- 13.11 Health Leave: The District may grant an unpaid leave of absence to a permanent unit member for illness or injury not job related. A health leave may not exceed six (6) calendar months as an initial leave. The District, at its discretion, may extend the leave for two (2) additional six (6) month periods. The total leave shall not exceed eighteen (18) months. The District will continue to pay for those portions of the unit member's insurance program it had been paying for on the last day of the unit member's paid sick leave. The District shall continue this payment for up to twelve (12) months or until the unit member is granted disability payments by the Public Employees Retirement System, whichever occurs sooner. The unit member may not add coverages at District expense through the period of District payment following exhaustion of sick leave. The District shall not be obligated to sell the unit member any insurance coverage after this period. It shall be the unit member's responsibility to make timely arrangement for conversion from District coverage.
- 13.11.1 The unit member shall notify the District of the unit member's intended return date at least two (2) weeks in advance of the expiration date of the leave. Failure to provide such notice may be cause for termination.
 - 13.11.2 The request to return from a Health Leave shall be accompanied by a statement from the unit member's physician indicating that the unit member can return to full-time employment without detriment to the unit member's health. The District may request, at District expense, the opinion of a physician chosen by the District.
 - 13.11.3 Unit members on Health Leave who accept a position in another district may be subject to termination.
 - 13.11.4 A unit member on Health Leave for eighteen (18) months or more shall be placed on a re-employment list at the expiration of the Health Leave if the unit member is

unable to return to work. Such a unit member will remain eligible for reemployment for thirty-nine (39) months. At the end of that period the unit member's employment rights shall end. Should the unit member be able to return to work during the thirty-nine (39) month period, the unit member will be returned to regular status upon request at the beginning of the next school year, or earlier if a position exists for which the unit member is qualified.

13.12 Maternity Leave:

13.12.1 Unit Member Options: Disabilities resulting from pregnancy and recovery therefrom are considered temporary disabilities and, in general, will be treated as conditions of illness. Sick leave may be used for such disabilities. However, a pregnant unit member may prefer a long-term unpaid General Leave. Prior to use of either type of leave, the pregnant unit member shall choose the type of leave preferred and notify the Human Resources Office in writing. Once made, this choice may be reversed only with the approval of the Human Resources Office.

13.12.2 Use of General Leave for Maternity: Under this option any pregnant unit member may request an unpaid leave for maternity purposes for a maximum period of one (1) year. Prior to such leave, the unit member shall submit in writing to the Human Resources Office, a statement indicating the beginning and ending date of the requested leave and shall also submit a physician's statement verifying pregnancy and indicating the unit member's health would not be jeopardized by continuing full employment activity until the date the leave would begin. An extension of the General Leave for maternity purposes will require approval of the District. In the event of miscarriage or premature birth, the unit member may request earlier return to work subject to a vacancy existing. Before actual return to work, a written physician's statement indicating the unit member is able to perform required duties shall be provided to the Human Resources Office by the unit member. In any event, the District shall be notified in writing at least ten (10) calendar days prior to the unit member's return to duty of the expected date of return, which notice shall include a statement from the physician indicating the unit member's condition warrants a return to full duty on the date specified.

13.12.3 Parenthood Leave:

- A. At any time during the eight (8) months prior to becoming a parent or within thirty (30) days thereafter, a unit member who is not eligible for or does not wish to use sick leave for pregnancy may be granted an unpaid leave of absence under this section. The unit member's request shall be made in writing at least ten (10) working days prior to the anticipated starting date of the leave.
- B. A leave under this section shall normally be granted for not less than a full semester or for the remainder of the semester in which the request is filed, not to exceed one (1) year. A leave granted to a unit member whose work year is less than twelve (12) months shall normally end on August 31. The District may grant shorter, longer, or extend leaves when requested by the unit member.
- C. If a unit member is granted leave under this section and, after the leave is granted, the unit member desires to return to work prior to the end of the leave, the unit member shall be reinstated in the next available vacancy within the unit member's classification after furnishing the Human Resources Office with a written request.

13.13 Military Leave:

- 13.13.1 Unit members who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or who are otherwise ordered to active military service, shall be granted such leave and Military Leave pay as provided in the military and veterans' code. If they elect to return to the District upon honorable discharge, their placement on the salary schedule will be made with consideration given for the years served during this Military Leave.
- 13.13.2 In all cases when a unit member is ordered to duty during the normal school year, a copy of the orders affecting such leave must be provided for the unit member's records in the Human Resources Office. This must be accomplished prior to the actual beginning date of such leave. Reserve duty is usually for two (2) weeks and this absence will not cause loss of pay.

- 13.13.3 Unit members on an extended leave of absence for military service and who, upon discharge, do not return to District service within the time limits prescribed by the military and veterans code may be subject to termination.
- 13.14 Study Leave: Any unit member may, with the approval of the District, be granted a leave of absence with or without pay, not to exceed one (1) year for purpose of permitting study by the unit member for the purpose of retraining the unit member to meet changing conditions within the District.
- 13.14.1 No leave of absence shall be granted to any unit member for study purposes who has not rendered service to the District for at least seven (7) consecutive years or for retraining purposes who has not rendered service to the District for at least three (3) consecutive years preceding the granting of the leave, and no more than one (1) such leave shall be granted in each seven (7) or three (3) year period, respectively.
- 13.14.2 Unit members must provide the District with written notice no less than thirty (30) days before the expiration date of the leave, or before May 15, whichever is earlier, of their intention to return. Failure to so notify the District will be considered as notice that the unit member will not return, and the unit member may be subject to termination.
- 13.15 General Leave: A leave of absence, with or without pay, may be granted by the District when no other leaves are available.
- 13.16 Unpaid Personal Leave:
- 13.16.1 The District may grant an unpaid leave of absence of a year or less to a unit member requesting such leave for personal reasons if the reasons stated are considered valid by the District. The decision of the District shall be final.
- 13.16.2 Application for an unpaid leave of absence of any length must be made to the Human Resources Office. A unit member who accepts a position in another District while on unpaid leave may be terminated.
- 13.16.3 A unit member granted an unpaid personal leave by the District may purchase any insurance plan the unit member has in force the day before the leave begins unless

the carrier of the unit member's insurance plan prohibits such sale. The period for which such purchase may be made shall be subject to the carrier's limitations.

13.17 Extension of Leave: The District may grant an extension of Study Leave, Parenthood Leave, and/or Unpaid Leave to a unit member. A physician's statement may be required by the District to support a request for extension of Health Leave.

13.18 Misuse of Leave: A unit member may take a leave of absence only under the provisions specified in this section. Unauthorized leaves may result in loss of pay and disciplinary action. Leaves of absence shall not be used for strikes, walkouts, or any other form of concerted action related to employment. Unit members who accept positions in other school districts while on leave may be subject to termination.

13.19 Disability Leave:

13.19.1 Any unit member receiving a disability allowance from the Public Employees Retirement System shall be placed on an unpaid leave status for a period not to exceed thirty-nine (39) months. At the end of the thirty-nine (39) month period, the unit member's employment rights will end.

13.19.2 If, during the thirty-nine (39) month period, the PERS determines that the disability no longer exists, the unit member will be returned to regular status upon request at the next available opening in the unit member's classification.

13.20 Leaves of Absence for Unit Members Elected to the Legislature:

13.20.1 A permanent unit member who is elected to the State Legislature or Congress shall be granted, upon request, an unpaid leave of absence for the length of the term or terms in office.

13.20.2 Unit members on such leave shall notify the District of intended return at least six (6) weeks prior to the expiration date of the leave.

13.21 Family Medical Leave and/or California Family Right Act Leave: The District shall comply with the requirements of the State and Federal Family Medical Leave Acts (FMLA) and/or California Family Right Act Leave (CFRA) pursuant to applicable State and Federal laws. The interpretation

and implementation of these Family Medical Leave and/or California Family Right Act Leave provisions shall not diminish any contract benefits afforded all eligible unit members.

Family Medical Leave Act and the California Family rights Act Leave allows eligible employees to take leave for their own serious health condition, childcare, or specified family members' serious health condition.

Eligibility: A qualified permanent employee who has more than one year of continuous service with the District shall, upon request, be granted a Family Medical Leave and/or California Family Right Act Leave (unpaid, with benefits) for up to twelve (12) work weeks during any 12-month period. FMLA/CFRA Leave requires employees to have worked for at least one (1) year, and for a minimum of 1,250 hours over the previous twelve (12) months.

An employee who is eligible for this leave is required to provide at least thirty (30) days advance written notice to Human Resources if the need for FMLA/CFRA is foreseeable. If the thirty (30) days advance written notice is not possible, then notice shall be given as soon as practical to Human Resources.

13.22 Classified Unit Member Catastrophic Leave Bank: The District and the Association agree to the establishment of a Classified Unit Member Catastrophic Leave Bank (Catastrophic Leave Bank). The intent of this bank is to provide additional financial protection to those unit members who incur a period of prolonged illness/injury or hospitalization.

13.22.1 Participation/Eligibility: Classified unit members with more than ten (10) days of accumulated sick leave and at least one year of service (at least 75% of the school year) in the district may participate in the Catastrophic Leave Bank. Unit members who elect to join the Catastrophic Leave Bank may join the bank only during open enrollment periods and must have a waiting period of thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it. The Catastrophic Leave Bank shall not be available to any unit member during a paid leave of absence. Unit members returning from a Board approved extended leave of absence shall have thirty (30) calendar days from the first day of employment to sign up for participation in the Catastrophic Leave Bank if the open enrollment period has expired.

- 13.22.2 Donation of Days: A unit member may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day (1 day = current daily hours assigned) of his/her accumulated sick leave or accrued vacation to the Catastrophic Leave Bank. No member shall contribute more than eight (8) days to the Catastrophic Leave Bank in any one open enrollment period. The unit member shall make this donation by filing an appropriate form with the Catastrophic Leave Bank Committee during the open enrollment period. This donation shall be irrevocable. A donation to the Catastrophic Leave Bank must be made from the unit member's accumulated sick leave and/or accrued vacation and shall not be designated to a specific unit member for his/her exclusive use.
- 13.22.3 Administration of the Bank: A Catastrophic Leave Bank Committee shall administer the Catastrophic Leave Bank. The Committee shall consist of six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the Association. The Catastrophic Leave Bank Committee shall be responsible for receiving leave requests, verifying validity of requests, approving the full or less than full amount requested or denying requests, communicating its decision to affected unit members and the Superintendent, and soliciting donations of sick leave/vacation days from eligible unit members.
- 13.22.4 Mandatory Donations: Unit members who receive contributions from the Catastrophic Leave Bank must, upon return to duty, commence donations with a minimum of one (1) accumulated sick leave day or accrued vacation day per year until total donations equal the amount of donated leave received from the bank.
- 13.22.5 Enrollment Procedures: The District shall establish an open enrollment period each year for unit members to participate in the Catastrophic Leave Bank. The enrollment period shall be September 1 through December 1. Once a unit member becomes a participant in the Catastrophic Leave Bank, he/she shall not be required to reenroll each year.
- 13.22.6 Procedures to use/Withdraw Sick Leave – Conditions Restrictions:
- A. In order to be eligible to withdraw catastrophic leave from the bank, the unit member must be a participant and have exhausted all of his/her available accrued paid leave credits, which includes, but is not limited to, industrial injury leave, sick leave, compensatory time off, and vacation. Receipt of catastrophic

leave does not delay the beginning or expiration of the period of eligibility for differential pay, nor does eligibility for differential pay affect the rate at which catastrophic leave is used.

- B. A unit member electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the bank. The unit member must submit this form to the Catastrophic Leave Bank Committee for processing. The unit member must provide an attending physician's statement, which verifies the catastrophic illness or injury and gives an estimated date of return to work.
- C. In the event that the unit member is personally unable to apply for catastrophic leave, an immediate family member or unit member's agent may make the request for the applicant.
- D. When the unit member may reasonably be presumed to be eligible for disability retirement under PERS, or, if applicable, Social Security, he/she may be required to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify the unit member from further Catastrophic Leave Bank benefits.
- E. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Association and/or Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.

13.22.7 Allowable Days: No more than five (5) days for each day previously deposited in the Catastrophic Leave Bank by the unit member may be utilized by that unit member for a single injury/illness. An initial request shall not normally exceed twenty (20) days. A unit member may request an additional twenty (20) days by filing an additional request for consideration by the Catastrophic Leave Bank Committee. The maximum number of days allowed to be utilized by one unit member for a single injury/illness shall not exceed forty (40) days. The number of sick bank days

needed by the unit member shall be specified in the initial request. Any days approved by the Committee but unused by the unit member shall be returned to the Catastrophic Leave Bank.

- 13.22.8 Method of Payment: When a unit member uses a day from the Catastrophic Leave Bank, pay for that day shall be at the same rate the unit member would have received had he/she worked that day. No distinction shall be made as to the differing pay rates of the donor and the recipient.
- 13.22.9 Accounting: By September 29 of each year, the Payroll Office shall provide the Catastrophic Leave Bank Committee with a statement detailing the number of days withdrawn from the Bank during the past year and the number of days available in the Bank as of the first of July of the current year.
- 13.22.10 Termination of Catastrophic Leave Bank: If the Catastrophic Leave Bank is terminated for any reason, the hours remaining in the Bank shall be equally distributed to the then-current unit members enrolled in the Catastrophic Leave Bank. In the event of a natural disaster or catastrophic event having a generalized effect, the superintendent shall retain the right to suspend the provisions of this article.
- 13.22.11 Retrieval of Donated Sick Leave/Vacation Non-Grievable: Retrieval of donated sick leave/vacation used by another unit member pursuant to the provisions of the Catastrophic Leave Bank sections of this Article shall not be subject to the grievance procedure of the Collective Bargaining Agreement. It is understood that donated sick leave/vacation is an irrevocable deposit and cannot be rescinded for any reason.
- 13.22.12 Hold Harmless: Any unit member who deposits donated sick leave/vacation into the Catastrophic Leave Bank must sign an agreement stating the unit member agrees to hold the District and the Association harmless for any and all claims and liabilities arising out of such deposit.

AGREED:

For the District:

Susan J. Mills
Assistant Superintendent, Human Resources
Riverside Unified School District

Date

Vanessa Connor

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Shani Dahl

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Jill Collier

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For CSEA:

Daniel S. Rudd
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Date

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