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**PASADENA UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES**

MEMORANDUM

FROM: Human Resources
DATE: January 14, 2022
SUBJECT: CSEA Negotiations Update
Pasadena Unified School District and Pasadena Chapter 434 of the
California School Employees Association Negotiation Update

Pasadena Unified School District (District) and Pasadena Chapter 434 of the California School Employees Association (CSEA) met on Friday, January 14, 2022 and the following items were discussed and/or presented.

Article X – Hours
Article XI – Leaves
Article XII -Holidays

The District and CSEA agreed to a Tentative Agreement for both Leaves - Article X and Hours - Article XI.

The District and CSEA have not reached agreement on Article XII – Holidays. CSEA continues to propose that Juneteenth be added to the current list of Holidays. Further, CSEA indicated they are not willing to swap the Juneteenth Holiday for Admissions Day. Rather than declare impasse, the District agreed to price out the proposal and further discuss the financial impact of their request with the Board.

Scheduled Negotiations Date:

The next scheduled negotiation date is February 16, 2022.

Pasadena Unified School District

And

California School Employees Association and its Chapter 434 (CSEA)

Negotiation 2021-2022

CSEA Proposal #2

January 14, 2021

ARTICLE XII: HOLIDAYS

12.1 The following holiday observances shall be granted to all employees provided said holiday falls within the beginning and end of the employee's annual District work calendar:

New Year's Day

Martin Luther King Day

Presidents Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Admission Day (or an alternate day designated **agreed upon** by the District **and CSEA**)

Veterans Day

Thanksgiving Day

The Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

Cesar Chavez Day

Juneteenth (See 12.10)

12.10 Juneteenth

The Juneteenth holiday will be incorporated into the classified work calendar from this point forward for those 10.5, 11, and 12 month employees who are working during the June 19th Federal Holiday. If the Juneteenth holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When the Juneteenth holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

As outlined in Education Code 45203, all probationary or permanent employees that are part of the classified service shall be entitled to the Juneteenth holiday provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. Classified employees who met this criteria for June 18th, 2021 shall be afforded one floating holiday to be taken no later than June 30, 2022.

Pasadena Unified School District
And
California School Employees Association and its Chapter 434 (CSEA)
Negotiation 2021-2022
Tentative Agreement
January 14, 2022

ARTICLE XI: LEAVES

11.1 Bereavement Leave

11.1.1 Employees shall be granted leave with full pay in the event the death of any member of the employee's immediate family. The leave shall be for a period of three (3) days or five (5) if the employee has to travel out of state, or has to travel more than 400 miles one way. The immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, stepchild, stepmother, stepfather, foster-child, sister-in-law, brother-in-law or domestic partner of the employee, or any relative living in the immediate household of the employee. To qualify as a domestic partner, the bargaining unit member must present an executed Declaration of Domestic Partnership and provide verification of common residence.

11.1.2 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. However, the maximum time allowable to contact the employee's immediate supervisor shall be twenty-four (24) hours after the start of the employee's regular work shift.

11.1.3 Bereavement Leave is not applicable while an employee is on an unpaid leave of absence.

11.1.4 Bereavement Leave is not applicable during unscheduled workdays of employees working on less than twelve (12) month assignments.

11.1.5 Verification of Bereavement Leave upon return from leave: Members of the bargaining unit shall be required to provide such proof of eligibility for Bereavement Leave Benefits as may be required by the District. Such proof may consist of a death certificate, obituary column notice, etc.

11.2 Jury Duty and Official Appearance Leave

11.2.1 An employee shall be entitled to leave without loss of pay only for the mandatory time the employee is required to perform jury duty; or to appear in court on behalf of the District on a matter within the scope of District employment.

11.2.4 An employee shall be granted a leave of absence not to exceed the duration of the requirements of the jury duty service. Not more than two percent (2%) of the classified service shall be granted paid Jury Duty Leave at any one time, and employees summoned for Jury Duty in excess of said two percent (2%) limit shall be given written verification of said excess by the District.

11.2.5 On days the employee is scheduled to serve jury duty or appear in court, in addition to any notification required by the Court, the employee shall notify the immediate administrator of illness or any other valid reason for failure to report as soon as possible, but normally not later than the designated starting time for each work day, in order to qualify for illness leave or other applicable leave.

11.3 Military Leave

Eligible bargaining unit members have a right to receive military leave rights and benefits pursuant to state and federal law. Such rights may include the receipt of wages, health insurance benefits, vacations and sick leave benefits, retirement benefits, and reemployment and reinstatement rights. However, military leave rights are a complex area of law, which will depend on the specific factual scenario that is presented. As such, rather than set forth the military leave laws herein, any rights, benefits or burdens under military leave laws that apply to a unit member and the District will be subject to the then current requirements of both state and federal law.

11.4 Sick Leave

11.4.1 Leave of Absence for Illness or Injury:

A full-time employee shall be granted one (1) day per month leave of absence for illness or injury; part-time employee shall receive a prorated leave in the same ratio as the weekly hours worked bears to forty (40). Full-time employees (regardless of work assignments) earn one day of sick leave per month worked, and it is understood by the parties that said one day equals eight hours.

11.4.2 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. 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. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of 130 days of actual service with the District.

11.4.3 If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.

11.4.4 If the District has cause to believe that the sick leave privilege may be abused, it may require a physician's statement at any time, at the expense of the employee.

11.4.5 Members of the bargaining unit absent for more than five (5) consecutive assigned workdays shall be required to submit a medical release from their private

physician to the Department of Human Resources and to receive clearance from the Department of Human Resources before returning to work.

11.4.6 Illness due to pregnancy shall be treated as any other illness.

11.4.7 The employee's sick leave account shall be reduced by one (1) full day for each full day of absence. If the absence is for less than a full day, the sick leave account shall be reduced by the fraction used, but the fractions shall be only in one-hour per day increments. An employee taking less than a full day of sick leave shall take it only by the fractions listed.

11.4.8 The District will provide all unit members with an annual report of accumulated vacation, accrued sick leave, and earned compensatory time. The report shall be issued by November 30 of each year (2008).

11.4.9 Each school year a unit member may use up to half (1/2) of his/her days of sick leave allowance for immediate family illness. In no event shall said utilization, when combined with the immediate family illness provisions of Section 11.10.1, below, result in the utilization of more than seven (7) days per year of paid leave for immediate family illness.

11.5 Extended Illness Leave for Probationary Employees

11.5.1 If a probationary classified employee has utilized all of his/her accumulated sick leave and is still absent from his/her duties because of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or fifty percent (50%) of the salary due him/her during the period of absence, whichever is the lesser amount.

11.5.2 The five (5) months or less period during which the above deductions occur shall begin with the start of regularly paid sick leave provisions for which he/she is eligible.

11.5.3 A unit member who experiences an extended disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restriction or detriment to the unit member's physical or emotional well-being.

11.6 Extended Illness Leave for Permanent Employees

11.6.1 One-half (1/2) salary is payable for one hundred (100) days, less the number of days of accrued earned sick leave previously not used in the fiscal year. Members of the bargaining unit who have been employed by the District for five (5) calendar years or more shall receive one-half (1/2) salary payable for one hundred (100) days following the exhaustion of days of accrued sick leave previously used in the fiscal year. The extended sick leave provided for under this Article shall be

11.6.2 The employee who is granted sick leave under this Article shall, upon termination of such leave, be returned to his/her position.

11.6.3 The five (5) months or less period during which the above deductions occur shall begin with the start of regularly paid sick leave provisions for which he/she is eligible.

11.6.4 A unit member who experiences an extended disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restriction or detriment to the unit member's physical or emotional well-being.

11.7 Miscellaneous Sick Leave Provisions

11.7.1 Advanced Sick Leave: After six (6) benefit months of employment, the employee, upon his/her written request, may be advanced the full amount of sick leave earnable in the balance of the fiscal year after the amount of earned sick leave has been exhausted. The last salary warrant covering such advanced time is withheld until the employee has returned to work the number of days advanced. In case the employee terminates prior to returning to work, the last salary warrant shall be withheld until necessary adjustments have been made.

11.7.2 Interruption of Vacation for Sick Leave: Permanent employees of the District who become ill while on vacation may change their authorized vacation to sick leave. This requires an immediate notification to the employee's supervisor and an illness certificate from a physician at the employee's cost. This provision shall not apply to 9 and 10 month employees for vacation time for Winter and Spring Breaks.

11.7.3 Exhaustion of All Sick Leave Entitlement

11.7.3.1 A bargaining unit member who exhausts all sick leave, earned or extended, and all earned vacation and who still is medically unable to assume the duties of his/her position shall be placed upon a employment eligibility list for a period of thirty-nine (39) months.

11.7.3.2 When the employee is proven medically able to assume the duties of his/her position, the employee shall notify the Department of Human Resources at least thirty (30) days prior to proposed return. After notification, the employer shall recall the employee to the first vacant position in accordance with his/her placement on the reemployment list in the employee's classification, if such vacancy occurs in the prescribed thirty-nine (39) month period.

11.7.3.3 Re-employment rights under this Article shall not take precedence over a re-employment list established as the result of layoffs. When an employee has been recalled to duty under this Article, he/she shall be

fully restored to all benefits and burdens except that the time lapse shall not be counted for seniority purposes.

11.8 Break in Service

11.8.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of the agreement shall continue to accrue under such absence.

11.8.2 When all available leaves of absences, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates. Re-employment rights under this article shall not take precedence over a re-employment list established as the result of layoffs.

11.8.3 A unit member who experiences an extended disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restriction or detriment to the unit member's physical or emotional well-being.

11.9 Industrial Accident and Illness Leave

In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, employees shall be entitled to the following (2008):

11.9.1 An employee suffering an injury or illness arising out of or in the course and scope of his/her employment, shall be entitled to a leave not more than sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

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

11.9.2.1A bargaining unit employee must have served continuously for one calendar year with the District before the benefits provided by this Section are made available to the unit member; all service of a bargaining unit employee prior to the effective date of this Section shall be credited in determining compliance with the service requirement described herein.

11.9.3 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

- 11.9.4 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.
- 11.9.5 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, compensatory time off, extended illness leave, or any other accumulated paid leave, may be used (2008). If, however, an employee is still receiving temporary disability payments under the Worker's 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 and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 11.9.6 Any time an employee on Industrial Accident or Illness Leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 11.9.7 Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.
- 11.9.8 A unit member shall be permitted to return to service after an industrial accident or illness leave involving a temporary disability award only upon presentation of a release from the authorized Worker's Compensation Insurance carrier physician certifying the unit member's ability to return to his/her position classification without restriction or detriment to the unit member's physical or emotional well-being.
- 11.9.8.1 Nothing contained herein shall be construed to limit an employee's right to utilize the services of his/her private physician for such examination, provided the employee gives appropriate written notice to the District at least thirty (30) days prior to said examination. In the event the employee's personal physician has, prior to the industrial injury, acknowledged and signed the "Employee Selection of Personal Physician Form", then the employee may treat with the pre-designated physician provided said physician strictly adheres to Section 9785 of the Administrative Director's Rules of Practice and Procedures and follows the California Industrial Medical Fee Schedule. The District reserves the right to conduct a second examination by a physician of the District's choice.
- 11.9.9 The Association agrees that it will support and require bargaining unit members to support all safety precautions instituted by management and will assist management in developing a safety program.

11.9.10 The Association agrees that it will support management programs which will hold down the incidence of industrial accidents and will not support frivolous industrial accident claims.

11.10 Personal Necessity Leave

11.10.1 When taking a personal necessity leave, the unit member shall notify the site supervisor not later than one (1) workday in advance of the day for which the absence is requested, unless an emergency makes such advance notification impossible. A unit member shall be entitled to use, during each school year, a maximum of seven (7) days of the sick leave provided for in Section 11.4 of this Article for any of the following purposes:

11.10.1.1 Death of a member of the unit member's immediate family as defined in Section 11.1, if leave is required in addition to that provided by Section 11.1 of this Article.

11.10.1.2 An accident involving a unit member's property or the personal property of the unit member's immediate family, if the accident is serious in nature, involves circumstances the unit member cannot reasonably be expected to disregard, and required the attention of the unit member during working hours.

11.10.1.3 Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or valid order to appear. The unit member must return to work if not required to be absent the entire day. Each day of necessary attendance, other than the dates specified in a subpoena, shall be certified to by the clerk or other authorized officer of the court or by an authorized official of the administrative tribunal. The unit member shall ask for and collect any witness fee to which he/she may be entitled, and shall remit same to the District.

11.10.1.4 The serious illness of a member or a unit member's immediate family, which the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during working hours.

11.10.1.5 The birth of a child requiring the father to be absent during working hours.

11.10.1.6 Imminent danger to the home of a unit member, occasioned by flood, fire or similar cause, serious in nature, which the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during working hours.

11.10.1.7 Any other personal necessity not identified above provided it meets all four of the following conditions:

11.10.1.7.1 Be serious in nature; and

11.10.1.7.2 Be of such nature that it cannot be reasonably handled outside of school hours; and

11.10.1.7.3 Involve circumstances which the employee cannot reasonably be expected to disregard; and

11.10.1.7.4 Require the attention of the employee during his/her assigned hours of duty.

11.10.2 Personal Necessity Leave must be taken in increments of not less than one hour per day.

11.10.3 A unit member may use two (2) days per year of personal necessity leave to attend his/her child's school activities.

11.10.4 Under all circumstances, a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth above.

11.10.5 Personal Necessity Leave may not be used for routine personal activities, social events, occupational investigation, political activities or demonstrations, or any activity contemplated within the Provisions of Article VI of this Agreement.

11.11 General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee. The decision to grant or deny such leave, as well as the conditions and procedures related to such leaves, shall be excluded from the provisions of Article VII of this Agreement.

11.11.1 Excepting emergencies or extenuating circumstances, no employee will commence a long term leave other than at the conclusion of a semester.

11.11.2 The employee granted a long term leave shall inform the Board of Trustees within ninety (90) days of the scheduled return date as to his/her intentions to resume District duties.

11.11.3 Employees on leaves without pay shall not be eligible to receive any fringe benefits such as insurance, retirement benefits, etc. for the duration of the leave. The employee may maintain coverage for the duration of the leave under the

District employee insurance package by paying the premiums himself/herself as required by the insurance carrier.

- 11.11.4 Unless otherwise provided in this Section, an employee on a paid or unpaid leave of absence shall be entitled to: 1) return to the same classification if such classification still exists, which the person held immediately before commencement of a leave; 2) receive credit for annual salary increment provided leave has been on paid status; 3) be reinstated at the same schedule step, but with a new anniversary increment date if the leave has been on an unpaid status.

11.12 Maternity Leave-Leave for Pregnancy Disability

- 11.12.1 In cases other than physical disability, an employee who is an expectant mother may request an unpaid leave of absence for maternity purposes, and the District may grant said leave request. The starting and ending dates of said leave shall be mutually agreed to by the District and the employee. The employee shall arrange an appointment with her immediate supervisor for replacement service planning when knowledge of pregnancy has been established, but not later than ninety (90) days prior to the expected date of delivery. The maximum length of a maternity leave shall be six (6) months.

Unit members are entitled to use accumulated sick leave as set forth in 11.4 and 11.6 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and related medical conditions. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to resumed, shall be determined by the unit member and the unit member's physician.

11.13 Child Rearing Leave-Child Bonding/Parental Leave

- ~~11.13.1 Upon request, the Board may provide a male or female classified employee, who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his/her infant. The employee shall notify the Board that he/she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. Such leave shall not exceed six (6) months in duration.~~

- ~~11.13.2 Child Rearing Leave may not be taken consecutively with Maternity Leave unless approved by the Board.~~

11.13.1 Effective January 2017, unit members shall be entitled to parental leave as set forth in this section.

11.13.2 For purposes of this section, "parental leave" mean leave for the purpose of bonding with the unit members newborn child, or with a newly placed child in

the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or related medical conditions.

11.13.3 Unit members shall use current and accumulated sick leave for parental leave for up to 12 workweeks.

11.13.4 When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continue to be absent on account of parental leave, he or she shall be entitled to difference pay for the remainder of the 12 weeks leave.

11.13.5 The Unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave except for extenuating circumstances outside the Unit Members control.

11.13.6 Parent leave must be used with 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

11.13.7 Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parent leave may not exceed 12 workweeks in any 12-month period.

11.14 Unpaid Leave

Bargaining unit employees may be granted an unpaid personal business leave upon the approval of the immediate supervisor when the employee demonstrates to his/her immediate supervisor that the nature of the leave request represents an urgent condition of necessity to be absent from normal work duties. The maximum period of said unpaid personal business leave is ten (10) working days. Leave requests of longer duration must be submitted to the Board of Education, at its sole discretion, for advance approval.

11.15 Family Care and Medical Leave

It is the intent of this provision to be consistent with Government Code section 12945.2 and the Family and Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those statutes.

11.15.1 An employee with more than one (1) year of continuous service with the District, who has worked at least 1,250 hours during said year and who is eligible for other leave benefits of this Agreement shall be granted, upon written request, an unpaid family care leave up to a total of twelve (12) work weeks in any twelve (12) month period, pursuant to the provisions contained herein. For purposes of this section the term "family care and medical leave" means either: (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster

care of the child of the employee, or the serious illness of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

- 11.15.2 An unpaid family care and medical leave shall be treated as any other unpaid leave. During an unpaid family care and medical leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority than when the leave commenced.
- 11.15.3 If an employee's need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with at least thirty (30) days advance notice; for unplanned absences, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.
- 11.15.4 The District requires that an employee's request for an unpaid family care and medical leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of the condition. For a leave based upon caring for a child, spouse or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care. For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position. If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.
- 11.15.5 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee, or as appropriate the employee's spouse, child or parent, obtain the opinion of a second health care provider. The second health care provider may not be employed on a regular basis by the District. If the opinions of the first and second health care provider differ, the District may

require a third opinion, again at the District's expense, from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding.

11.15.6 Definitions

- a. For purposes of this section and consistent with current law, the term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen (18) years of age or an adult dependent child.
- b. For purposes of this section and consistent with current law, the term "parent" means biological, foster, in-law, or adoptive parent, a stepparent or a legal guardian.

11.15.7 If an employee applies for a family care and medical leave, the employee can elect, or the District may require, the substitution of paid vacation or other paid leaves to which the employee is entitled. If such paid leave is substituted, the employee is required to comply with the contractual requirements for use of such paid leave.

11.15.8 An employee granted a leave under this provision shall have a right to reinstatement to his/her former classification if such classification still exists, which the person held immediately before commencement of a leave, with equivalent benefits, pay, and other working conditions provided by this Agreement. If the former classification no longer exists, he/she shall be placed in a lower or lateral classification in which he/she had previously served and in which he/she holds greater seniority than other incumbents in said class.

11.15.9 An employee taking unpaid family care and medical leave pursuant to this section shall continue to be entitled to participate in District health insurance benefits, if eligible and if enrolled, to the same extent and under the same conditions as apply to other eligible, enrolled active employees receiving said benefits. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

- (a) The employee does not return to District service for a number of days equal to the duration of the family care and medical leave.
- (b) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

11.15.10 Family care and medical leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.

11.15.11 This policy shall not be construed to entitle the employee to receive disability benefits under Part 1 (commencing with Section 3201) of Division 4 of the Labor Code (Workers Compensation).

11.16 Health - Employee Work Restriction

The Association recognizes and agrees that the District has a managerial obligation and right to review medical reports on employees sustaining illness or injuries, either on or off the job, to determine the employee's physical ability to fulfill the tasks normally assigned to the classification and for which the employee was hired. The Department of Human Resources shall make available a form. Bargaining unit employees shall submit this form for medical clearance for illnesses or injuries. The signature of a physician approved by the District will be required. This form will either include, or have attached, a classification description or duty statement to assist the physician in arriving at a decision as to the employee's physical ability to perform assigned tasks. It is understood by the Association that, in accordance with state and federal law, it is a managerial obligation and right to refuse reemployment of a bargaining unit member who cannot perform his or her essential job functions, with or without reasonable accommodations. It is understood by the Association that it is a managerial obligation and right to involuntarily assign a bargaining unit member to sick leave when a physician documents that the employee is physically or mentally unable to perform completely in the classification for which hired. If a bargaining unit member is placed on involuntary sick leave, the District shall, at the employee's request, bear the cost of a second medical opinion in regard to the employee's physical or mental ability to completely perform the assigned duties. The employee is limited in choice of physicians to one who conducts business within Los Angeles County.

11.17 The specific provisions of this Article shall be the total, sole and exclusive working conditions available to bargaining unit members on topics contemplated within, or related to, said provisions.

11.18 Catastrophic Leaves

Any bargaining unit members may apply for and receive catastrophic leave pursuant to the following provisions:

11.18.1 A permanent unit member shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her District duties.

11.18.2 The time off work must create a financial hardship for unit member because he or she exhausted all personnel sick leave, industrial and accident illness leave, compensatory time off, workers compensation benefits, and/or any other paid time.

- 11.18.3 To be eligible, a unit member must certify that he/she is eligible for catastrophic leave because he/she is unable to work due to the severity of a personal catastrophic illness, by providing written certification issued by his/her attending physician.
- 11.18.4 Permanent unit member/s may donate up to five (5) days of earned sick leave accrued, if needed, as set forth in article 11.4.1 per calendar year. Initial donations shall be a minimum of the number of hours in a regular workday (i.e. 3 hour employees will contribute one work day of 3 hours; 8 hour employees will contribute one (1) work day of 8 hours). Donations are irrevocable.
- 11.18.5 Under no circumstances may a donor contribute sick leave days if in so doing the donor's own number of sick days falls below ten (10) at the time of the donation.
- 11.18.6 Any requests to receive catastrophic leave must be submitted in writing to the Director of Human Resources with a copy to the Association, and include the following detail:
- 11.18.6.1 Written verification of the catastrophic illness or injury by a medical doctor.
- 11.18.6.2 The specific number of days being requested.
- 11.18.7 The Human Resources Office shall verify that the individual requesting the withdrawal is suffering from a catastrophic illness or injury, has exhausted all sick leave and other paid time off (or the date when this will occur)
- 11.18.8 Upon the need for catastrophic leave to be donated, the District will conduct a drawing from the names of members who have indicated their willingness to contribute, if necessary. Such commitment shall be irrevocable. The first names drawn will donate a day of sick leave until the required hours have been obtained. The District will notify the members who have been chosen to donate sick leave to the qualified member.
- 11.18.9 Catastrophic sick leave may be granted up to a maximum of thirty (30) duty days.
- 11.18.10 Any unit member who receives paid catastrophic leave shall first use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid catastrophic leave.
- 11.18.11 Days shall be donated without regard to the daily rate of pay of any participant. Requestors using catastrophic leave days shall receive pay for

that day at the same rate he/she would have received had the requestor worked that day.

- 11.18.12 Any unit member who applies for catastrophic leave shall execute a written waiver, waiving any right to privacy concerning the communication of the circumstances and factors contemplated herein to those who will be requested to donate eligible leave credits, or process said credits.
- 11.18.13 The receipt of a donated sick leave credit through catastrophic leave as defined herein, when combined with other District income, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic leave.
- 11.18.14 The catastrophic leave recipient, because he/she remains in paid District status, shall continue to receive District fringe benefit contributions for the duration of said leave.
- 11.18.15 This catastrophic leave section shall not be subject to the provisions of Article VII (Grievance Procedure) of this Agreement.
- 11.18.16 Once the District has received all required documentation with which to make a decision to approve or deny the unit member's request for Catastrophic Leave, it will be the District's responsibility to notify both the unit member and the Association of it decision within a ten work day period from receipt of the required documentation (2008).

Dated: _____

By: _____

For District

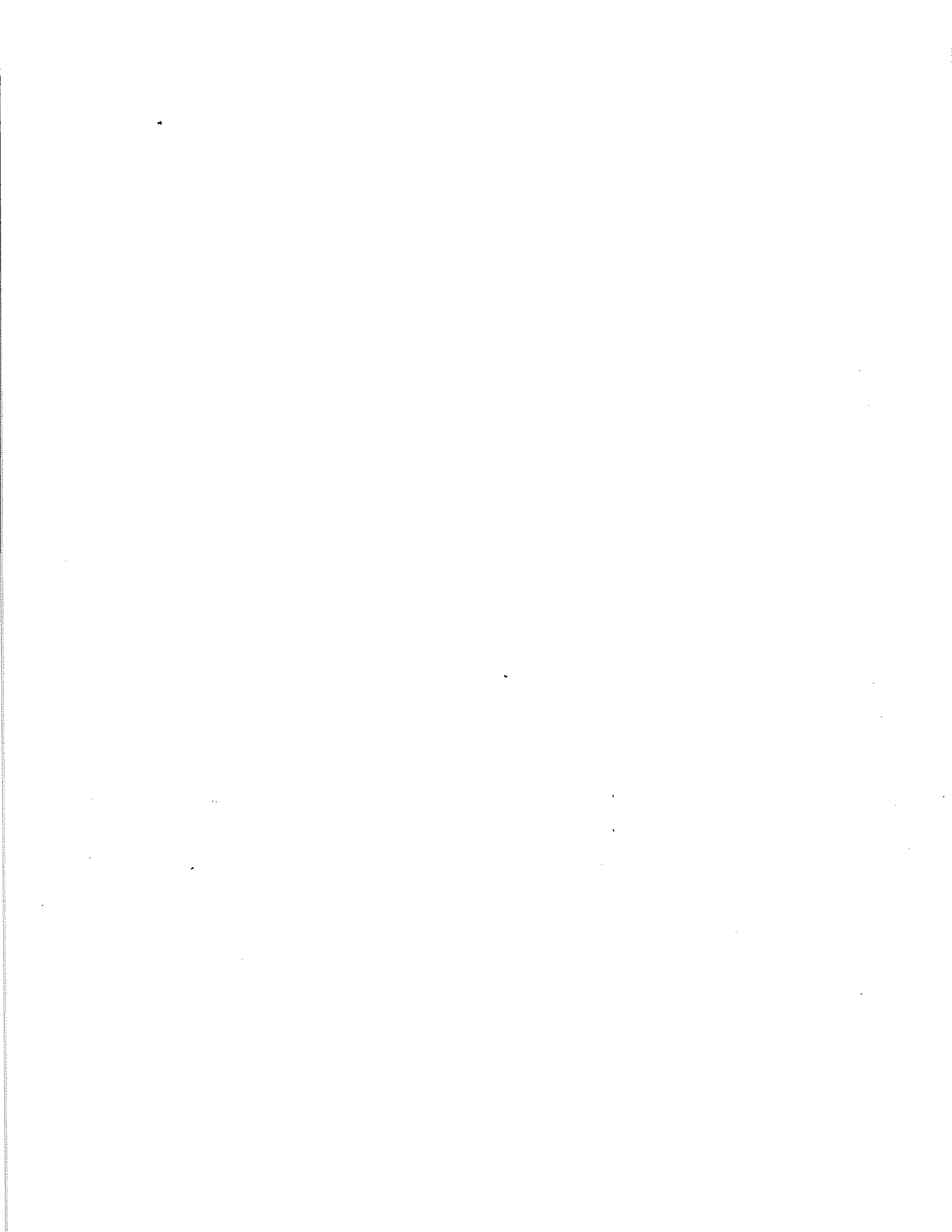
Dated: _____

By: _____

Dated: _____

By: _____

For California School Employees Association



Pasadena Unified School District

And

California School Employees Association and its Chapter 434 (CSEA)

Negotiation 2021-2022

Tentative Agreement

January 14, 2022

ARTICLE X: HOURS AND OVERTIME

10.1 Workday and Workweek

10.1.1 Except as provided for elsewhere in this Article, the workweek for full-time employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. **The workweek for six (6) hour employees shall be a cumulative thirty (30) hours per week, Monday through Friday.** Article shall not restrict the extension of the regular workday or workweek on an approved overtime basis when such is necessary to carry on the business of the District.

Dated: _____

By: _____

For District

Dated: _____

By: _____

Dated: _____

By: _____

For California School Employees Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PASADENA UNIFIED SCHOOL DISTRICT (PUSD)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS PASADENA
CHAPTER 434 (CSEA) REGARDING THE JUNETEENTH HOLIDAY**

DECEMBER 8, 2021

This Memorandum of Understanding (MOU) is entered into by and between Unified School District (District) and the California School Employees Association and its Pasadena Chapter #434 (CSEA), collectively referred to as "the Parties". This agreement shall be binding pending CSEA Policy 610 review.

Following the Juneteenth National Independence Day Act, S.475 signed into law by President Biden and in accordance with Education Code 45203, the parties seek to recognize the Juneteenth holiday.

To these ends, the District and CSEA have agreed as follows:

As outlined in Education Code 45203, all probationary or permanent employees that are part of the classified service shall be entitled to the Juneteenth holiday provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. Classified employees who met this criterion for June 19th, 2021 ~~shall be retroactively compensated at a rate of time and one half the employees regular rate of pay~~ **shall be afforded one floating holiday to be taken no later than June 30, 2022.**

The Juneteenth holiday will be incorporated into the classified work calendar from this point forward **for those 10.5, 11, and 12 month employees who are working during the June 19th Federal Holiday.** If the Juneteenth holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When the Juneteenth holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. **The June 19th Federal Holiday shall take the place of the State Admissions Day to begin in school year 2022-2023.**

~~Disagreements arising from the enforcement of any parts of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.~~

CSEA and the District agree to the terms described above as indicated by signing below.

Dated: _____

By: _____

For District

Dated: _____

By: _____

Dated: _____

By: _____

For California School Employees Association