

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT
BARGAINING UPDATE
DISTRICT NEGOTIATIONS WITH CHULA VISTA EDUCATORS**

No. 4

October 6, 2016

CVE NEGOTIATIONS UPDATE

The District's Negotiation team and CVE's negotiation team met on October 6.

We reached tentative agreements on Article 15 Sick Leave, Article 22 Family Care Leave, and Article 54 Catastrophic Leave Bank. (see attached.)

The District presented a proposal to CVE on Article 55 Teacher Induction Program (BTSA).

The teams reviewed the list of articles that remain outstanding. They are as follows:

- Article 2 Recognition (CVE)
- Article 4 Organizational Security (CVE)
- Article 8 Hours (CVE)
- Article 10 Class Size (CVE)
- Article 13 Peer Assistance and Review (PAR) (Both)
- Article 16 Health Rehabilitation Leave (CVE)
- Article 17 Personal Necessity/Compelling Personal Importance Leave (CVESD)
- Article 18 Bereavement Leave (CVE)
- Article 33 Transfer (CVESD)
- Article 45 Camp (CVE)
- Article 51 Health (Both)
- Article 52 Wages (Both)
- Article 55 BTSA (CVE)
- Article 59 Duration (Both)

Future meeting dates:

- October 19 at CVE
- November 3 at District Office
- November 16 at CVE

Please note that all negotiation updates are available on the District website at:
<http://www.cvesd.org/DISTRICT/Pages/Negotiations.aspx> (On the District webpage,
click on District and then click on Negotiations.)

Bargaining Team Members in Attendance

CVE BARGAINING TEAM

Chris Fite Susan Skala
Michelle Harms Manuel Yvellez
Elizabeth Hutson
Carla Kriss

DISTRICT BARGAINING TEAM

Gloria Ciriza Debra McLaren
Carmen Emery Matthew Tessier
Oscar Esquivel Jeff Thiel
Peter Fagen

Prepared by Human Resources Services & Support

October 6, 2016

CVESD PROPOSAL
AUGUST 26, 2016

ARTICLE 15. SICK LEAVE

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10/6/16

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10/6/16
CVESD

ARTICLE 15. SICK LEAVE

- 15.1 Employees shall earn one (1) day of sick leave for each calendar month of service up to a maximum of ten (10), during each fiscal year for use if absent from duty because of illness or injury to the employee or his or her family member defined as follows: the employee's parent, child, spouse, grandparent, grandchild, and sibling as defined by the California Labor Code, and including registered and unregistered domestic partners and any relative who has established legal residency at the same address as the employee. The unused portion of sick leave days shall accumulate from year to year. A part-time employee on a regular basis shall be entitled to a prorated amount of such sick leave.
- 15.2 During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties as a result of illness or accident to the unit member or his or her family member for an additional period of five school months or less, he or she shall receive 50 percent of his or her regular salary during the period of such absence. The sick leave, including accumulated sick leave and the five-month period, shall run concurrently consecutively. For purposes of Article 15.2, family member shall be defined as the employee's parent, child, spouse and registered or unregistered domestic partner.

For purposes of calculating the five school month period referenced above, the month of June shall not be considered part of that five-month calculation, but all other eleven months will be part of that calculation for all bargaining unit members except those on a modernization calendar. For example, a bargaining unit member whose sick leave, including accumulated sick leave, expired on February 5, would continue to receive 50 percent sick leave pay until, and including, August 5 (five full school months not counting June). For bargaining unit members serving at schools on modernization calendars, June and July shall not be considered part of that five-month calculation, but the remaining ten months will be part of that calculation.

After the exhaustion of accumulated and current year sick leave, a unit member if eligible may be entitled to catastrophic leave which if granted shall be coordinated with the ~~five-month~~ **five school month** leave to allow for no more than full pay. The actual amount a unit member receives may also include the group salary protection as set out in 51.4 of this agreement which provides for 75% pay for a period of one year from the date 100% pay stops.

A unit member is entitled to only one ~~five-month~~ **five school** month period for an illness or accident, but may use the entire ~~five-month~~ **five school** month period, even if it bridges fiscal years.

After the exhaustion of all available leaves, provided that the unit member is still medically unable to return, the unit member will be placed on a **24-month reemployment list if probationary or a 39-month reemployment list if permanent.**

- 15.3 An employee reporting illness as the reason for absence may be notified that a doctor's certificate may be required for any future absences where the District suspects there is an abuse of this provision.
- 15.4 **Any employee may access and review** ~~A listing of **their** unused earned full-salary sick leave **and personal necessity leave** shall be **through an online database.** ~~sent to each employee once during each school year.~~ **An employee may also request a written report of the information described in this paragraph.**~~
- 15.5 Any employee who is employed for a full school year and maintains perfect attendance without use of any sick leave or absence as specified in this Agreement shall earn and receive one (1) additional sick leave day following the last day in each school year in which eligibility is established.
- Donation to the Catastrophic Leave Bank will not be counted against perfect attendance qualifications.
- 15.6 The District shall require that the employee provide written verification by a physician of **either** the employee's **inability to return to work duties or the employee's family member's incapacity and need for care** if the employee has been on sick leave for ten (10) or more consecutive days. The District shall require different written verification for an employee who has objections to the use of medical doctors.
- 15.7 **So long as a unit member is receiving some form of District paid**

leave, including catastrophic leave, regardless of the percentage level of pay, the unit member shall continue to receive the monthly maximum contribution of health care as specified in Article 51.1.1. The unit member will continue to receive such monthly maximum contribution of health care until the end of the month on which his or her last day of paid leave falls.

CVE PROPOSAL - PROPOSAL 3
OCTOBER 6, 2016

ARTICLE 22. FAMILY CARE LEAVE

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for CVE
10/6/16

TA
[Signature]
CVESD
10/6/16

ARTICLE 22. FAMILY CARE LEAVE

- 22.1 It is the intent of this provision to be consistent with the Federal Family Medical Leave Act of 1993 (29 U.S.C. Section 2601 et seq.) and the California Family Rights Act of 1991, as amended October 5, 1993 (Government Code Section 12945.2) and California Education Code Section 44977.5. It shall be interpreted so that there are no violations of State or Federal law. If any of these laws change, or are affected by other new laws, the changes will take effect in this Agreement as soon as such law becomes effective.
- 22.2 ~~A total of up to fourteen workweeks of unpaid Family Care Leave, with District paid health benefits for up to three (3) months will be available.~~ Eligibility for leave and compensation shall be consistent with the requirements stated in the respective laws above.
- 22.3 Upon termination of such ~~unpaid~~ leave, the unit member shall be returned to the position he/she held prior to the leave.
- 22.4 A unit member shall give 30 days notice (when possible) to make the employer aware the employee needs CFRA qualifying leave, stating the reason for the leave and its anticipated timing and duration.
- 22.5 If a unit member has worked .6 FTE or greater during the 12 months prior to taking paid CFRA leave for the birth, adoption, or foster-care placement of their child, he or she will be deemed to have satisfied the requirement of having worked at least 1,250 hours in the 12-month period before the date the leave begins. If the unit member has taken sick leave for pregnancy disability leave or for the care of family for pregnancy disability leave, the 12 month period used for such calculation may be from the beginning of such sick leave or the beginning of the CFRA leave, whichever works most favorably for the unit member.

CVE PROPOSAL
OCTOBER 6, 2016

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For CVE
10/6/16

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[Signature]
CVESD
10/6/16

ARTICLE 54. CATASTROPHIC LEAVE BANK

ARTICLE 54. CATASTROPHIC LEAVE BANK

54.1 Creation of Catastrophic Leave Bank

- 54.1.1 The District shall establish a Catastrophic Leave Bank effective July 1, 2000. The Catastrophic Leave Bank shall be funded in accordance with the terms of Article 54.2 below.
- 54.1.2 For the purposes of this section a "day" shall be any regular contract day a unit member is expected to be on duty as determined by the terms of this Agreement.
- 54.1.3 Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 54.1.4 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

54.2 Eligibility and Contributions

- 54.2.1 All unit members on active duty with the district are eligible to contribute to the Catastrophic Leave Bank provided that the unit member has ~~accrued no less than one (1) year's annual accrual of sick leave days after making the required annual contribution to the Ban~~ at least one (1) sick leave day to contribute. The amount shall be based on the unit member's current assignment at the time that the contribution is required.
- 54.2.2 Participation is voluntary, but requires contribution to the Bank as defined in 54.2.4. Only contributors will be permitted to withdraw from the Bank.
- 54.2.3 Contributions shall be made during the enrollment period between July 1 and the last duty day in October of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning work.
- 54.2.4 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be

deemed to equate to the legal minimum required by Education code Section 44043.5, up to a maximum of one-half (1/2) of the unit member's annual accrual. Unit members serving in part-time assignments shall also make a minimum annual contribution of a least one (1) full day, which is the equivalent of seven (7) hours.

54.2.5 A unit member's eligibility for the Bank terminates automatically if she/he fails to make the required annual contribution.

54.2.6 The Association and the District shall meet prior to June 30 of each school year to consider the appropriateness of a waiver of the annual donation requirement for current members of the Bank, based on the total number of days accrued in the Bank and the expected utilization of those days.

54.3 Withdrawal from the Bank

54.3.1 Catastrophic Leave Bank participants whose accrued sick leave is exhausted may request a withdrawal from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, as defined, in Education Code 44043.5(1). This definition does not include workers compensation related injuries or illnesses. A "family member" shall include all persons defined as follows: the employee's parent, child, spouse, grandparent, grandchild, and sibling as defined by the California Labor Code, and including registered and unregistered domestic partners and any relative who has established legal residency at the same address as the employee.

54.3.2 Unit members must use all accrued sick leave available to them as defined in Article 15.1, but not differential leave as defined in Article 15.2, before eligible for a withdrawal from the Bank. Additionally, personal necessity leave need not be exhausted before making a request to withdrawal from the Catastrophic Leave Bank.

54.3.3 If a unit member is incapacitated; applications may be submitted by the participant's agent or member of the unit member's family.

54.3.4 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty duty days. Unit members may submit a request for an extension of a withdrawal for one (1) additional

twenty-duty day allotment for each catastrophic illness or injury. Catastrophic leave days not used by the unit member shall be returned to the catastrophic leave bank.

- 54.3.5 If a reoccurrence of the same illness or injury incapacitates a unit member, a request for withdrawal may be made if the unit member has returned to work for at least ninety consecutive duty days.
- 54.3.6 Participants in the Bank shall make requests for withdrawal of days ~~to the Human Resources Services and Support Division~~ to CVE and will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. If the request for withdrawal is based on the illness or injury of a family member as defined in 54.3.1, the doctor's statement shall also indicate the need of the family member to receive care. ~~The request shall be considered by an administrative designee of the Human Resources Services and Support Division and a decision rendered within ten (10) working days of receipt of the request.~~ Participants shall submit the Request for Withdrawal form and doctor's statement to the Human Resources Services and Support Division or Payroll Division. The Human Resources Services and Support Division or Payroll Division will verify that the unit member has contributed to the Catastrophic Leave Bank such that he or she is potentially eligible for withdrawal. The Human Resources Services and Support Division or Payroll Division will also determine if the unit member has made a previous withdrawal. Then the request will be sent to the CVE President or his or her designee for approval or disapproval. The request shall be considered and a decision rendered within ten (10) working days of receipt of the request.
- 54.3.7 In the event that the request is approved, the unit member making the request and ~~the President of the Association~~ the Human Resources Services and Support Division shall be notified in writing of the approval, including the number of days to be withdrawn.
- 54.3.8 In the event that the request is denied, the unit member making the request, and the President of the Association, and the Human Resources Services and Support Division shall be notified in writing of the denial. The unit member may appeal the denial to a review committee consisting of one (1) District representative and two (2) Association representatives. ~~The Human Resources Services and Support Division and the designated review committee~~ must come to a majority decision and shall keep information regarding the nature of the illness or injury confidential. The

decision of the review committee shall be reported in writing to the unit member within ten (10) duty days of receipt. This decision shall be final and not subject to the grievance process of the Agreement.

- 54.3.9 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days. In such event, the District and the Association shall meet to consider a request of voluntary donations, as defined in 54.2.4, from the current participants for the purpose of replenishing the Bank. If a request is denied because of insufficient days to fund the request, the request may be reconsidered by Human Resources Services and Support Division at such time as sufficient donated days are available.
- 54.3.10 Approved withdrawals shall become effective immediately upon the exhaustion of the unit member's accrued sick leave.
- 54.3.11 The Association agrees to reimburse all District legal fees and costs incurred in defending the District, members of the Board, and/or agents of the Board, against any court action and/or administrative action challenging the legality of the catastrophic leave program and any decisions made related to a unit member's request for catastrophic leave pursuant to the procedures described above.

54.4 Administration of the Bank

- 54.4.1 The Human Resources Services and Support Division shall have the responsibility of maintaining the records of the Catastrophic Leave Bank.
- 54.4.2 The Human Resources Services and Support Division shall provide application forms for contributions to unit members annually.
- 54.4.3 Representatives of the District shall meet with representatives of the Association no later than November 30 of each school year to provide the following information:
 - 54.4.3.1 The total number of accumulated days contributed by unit member for the current year.
 - 54.4.3.2 The names of participation unit members.
- 54.4.4 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.