

TENTATIVE AGREEMENT

Between the

AZUSA UNIFIED SCHOOL DISTRICT

And the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

And its

AZUSA CHAPTER 299

October 12, 2022

ARTICLE IX LEAVES OF ABSENCE

B. Leave Policies

1. Bereavement Leave

A unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if required one-way travel exceeds 325 miles or out-of-state, by reason of the death of any member of his/her immediate family, and no deduction shall be made from the salary or sick leave of the unit member because of such temporary leave of absence. Bereavement Leave available under this section must be used within one (1) year of the death of any member of the immediate family. Bereavement Leave used within three (3) months of the death of any member of the immediate family shall be at the unit member's discretion. Bereavement Leave used more than three (3) months after the death of any member of the immediate family shall be used for cultural or religious ceremonial events or activities related to the death of the immediate family member and shall be taken at a time mutually agreeable between the supervisor and the unit member.

The phrase "member of his/her immediate family" means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the unit member's spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew or step-relative, or any relative living in the immediate household of the unit member.

~~Upon request of the Human Resources department, The unit member shall provide one of the following documents with the name of the deceased to verify additional verification related to the use of bereavement leave (obituary, religious or ceremonial document or death certificate). The request for additional verification shall only be made by the Human Resources department.~~

The unit member shall be required to provide the relationship and name of the deceased relative for each day bereavement leave is accessed.

When the unit member accesses more than three days of bereavement leave because travel exceeds 325 miles or is out-of-state by reason of the death of any family member, the unit member shall be required to provide the destination location **and documentation verifying the members travel.**

A unit member that provides false information related to bereavement leave, shall be subject to disciplinary action.

2. Sick Leave

a. Sick leave will be credited at the rate of one (1) day per month of employment for full-time unit members, and prorated on an hourly basis for part-time unit members on the ratio of hours worked to an eight-hour day. Sick leave shall be accumulated without limit and is transferable from district to district within the State of California as provided by Education Code section 45202.

In the event that a unit member is ill and unable to report for work as required by contract, he/she may use accumulated sick leave for those days.

In the event the District suspects abuse of sick leave, the unit member may be required to submit medical verification, **upon request by the unit member's immediate supervisor.** Except for extenuating circumstances as determined by the Assistant Superintendent of Human Resources or designee, medical verification shall be submitted to the District after the third (3) consecutive day of absence. The medical verification shall be submitted within ten (10) working days of returning from the absence.

11. Vacations

Vacation time for classified personnel shall accrue as follows:

| | |
|------------------------|---------|
| 1st through 4th year | 13 days |
| 5th through 8th year | 15 days |
| 9th through 12th year | 17 days |
| 13th through 16th year | 18 days |
| 17th through 20th year | 19 days |
| 21st through 24th year | 20 days |
| 25th through 28th year | 21 days |
| 29th or more | 22 days |

Part-time employees earn vacation according to the above scheduled prorated in the same ratio as their work hours per day bear to eight (8) hours per day.

Less than twelve (12) month employees earn vacation according to the above schedule prorated in the same ratio as their months of employment bear to twelve (12) months per year.

Vacation time shall be taken in accordance with the needs of the District, and as nearly as possible, at the convenience of the unit member as well.

All ~~school site~~ unit members ~~who work less than twelve (12) months~~ may elect to take vacation days during the ~~school~~ year, if the following conditions are met:

- a. The unit member must submit his/her request to use vacation days to his/her immediate supervisor with at least two (2) full working days advance written notice;
- b. ~~The School site~~ unit members shall have ~~has~~ a sufficient number of days available to cover the mandatory vacation days of winter, spring and Thanksgiving recess periods and other days that school is not in session during the unit members work year;
- c. In the event the **School site** unit member exceeds the number of accrued vacation days to cover the above referenced mandatory recess periods in any given school year, the unit member shall designate the day as unpaid.
- d. **In the event the supervisor does not provide a response to the request prior to the date of the vacation, it shall be automatically approved.**

School bus drivers shall take vacation during winter and spring recess periods, and other days that school is not in session during the employee's work year, unless the bus driver has been assigned a trip that meets or exceeds the unit member's guaranteed workday. (Example: A bus driver with a guaranteed workday of seven (7) hours that is assigned a four (4) hour trip would be required to use three (3) hours of vacation time to complete the workday.)

School site unit members and school bus drivers who work less than twelve (12) months shall be paid for unused vacation days.

Vacation time for twelve (12) month employees and less than twelve (12) month non-school site employees cannot be accumulated and should be taken before December 31 of the next succeeding school year. Any vacation time extended beyond this date must have prior approval of the Superintendent or designee.

The unit member's anniversary date shall be used in determining eligibility for vacation benefits.

Unit members who either voluntarily or involuntarily discontinue their employment with the district shall be entitled to the unused vacation time they have earned and shall be paid accordingly.

5. Personal Necessity Leave

a. A unit member may elect to use up to seven (7) days of accumulated sick leave annually for personal necessity **for the following reasons:**

- 1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions under this agreement**
- 2. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family as defined by Article IX (B)(1).**
- 3. A serious illness of a member of the classified employee's immediate family as defined by Article IX (B)(1).**
- 4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order.**
- 5. Personal business of a serious nature, which the employee cannot disregard**

~~All seven (7) days may be used as compelling personal necessity, in which the employee will not be required to give a reason for the compelling personal necessity. Compelling personal necessity shall be used for circumstances that are beyond the control of the unit member requiring his/her immediate attention and shall not be used for personal convenience.~~

In no cases shall personal necessity leave be used for vacation or the extension of vacation, the extension of a holiday, personal business that can be conducted outside of the unit member's normal workday, or recreational activities. In cases where the District suspects abuse of personal necessity, Human Resources/Immediate Supervisor shall request the unit member provide verification related to the use of personal necessity. Abuse of personal necessity leave shall be addressed in accordance with Article VII, Progressive Discipline, in this Agreement.

b. Procedure for Personal Necessity Leave

Unit members must, except in cases of emergency, submit a completed request for personal necessity leave five (5) working days in advance of the requested leave ~~{five (5) working days is the recommended advance notice}~~ on the Classified Personal Necessity Notification Form. Immediate supervisors shall grant or reject a unit member's request for personal necessity leave no later than two (2) full working days following the request. Unless approved in advance, or, in cases of emergency, unit members shall not use personal necessity leave for more than two (2) consecutive days.

If advance notice is not possible, the unit member ~~will~~ submit a completed Classified Personal Necessity Notification Form to be signed normally the date he/she returns to duty. However, if additional time is needed, the employee may extend that time up to three (3) days. The supervisor will verify the eligibility of the request, and indicate whether the leave is approved or denied and forward to the District Office.

~~c. If the District determines that a unit member has engaged in repeated personal necessity leave use of one (1) hour or less, said unit member shall be required to provide one working day prior notice of any future use of personal necessity leave that is one (1) hour or less. The required notice period shall be in effect for no less than six (6) months and no more than one (1) year from the date of notification by the District.~~

Article XVII Salaries

All CSEA members active upon signing of the Tentative Agreement shall receive a 10% on-schedule salary increase, retroactive to July 1, 2022.

Article XVIII Annual Salary Supplement

All CSEA members active upon signing of the Tentative Agreement shall receive a \$1,000 (One Thousand Dollar) increase in the District's contribution towards medical benefits, retroactive to July 1, 2022.

Employees who are retired and receiving the retired medical benefit shall also receive an increase of \$1000.00 to the benefit.

ARTICLE XIX TRAINING/PROFESSIONAL GROWTH

The District shall provide staff development for unit members as needed to maintain high standards of performance and to increase the skills of unit members. Staff development normally takes place during regular working hours at no loss of pay or benefits for unit members. When a unit member is required to take special training, the District will pay the cost of the training.

A unit member may request training that is directly related to the unit member's job description. The request shall be submitted to the unit member's immediate supervisor on the appropriate form provided by the District.

If a unit member is denied the requested training by his/her immediate supervisor, the immediate supervisor will reply, as to the reason the request for training was denied. The reply will be in writing, if requested by the unit member.

Professional Growth Program

A. Criteria for Awards

All permanent classified employees are eligible to enter the Professional Growth Program. Professional growth credits may be achieved through participation in any of the following category of activities:

1. Coursework

Courses at a university, college, community college, adult education or trade school and institute/lecture series.

Coursework shall be related to improvement of job performance in the position occupied by the employee, or to meeting the requirements of a position to which the employee aspires.

Institute or lecture series attendance may be selected from those offered by adult school, college, professional groups or as approved by the Professional Growth Review Committee. The auditing of a college class shall be considered. Written verification shall be required.

Courses must be completed with a passing grade of "C" or better to receive credit. A certificate of satisfactory completion will be accepted in lieu of a transcript.

Points: Two (2) points per semester unit (eighteen [18] hours of class work equals one [1] semester unit).

2. Special Activities

Unpaid District inservice workshops, educational conferences and community groups (leadership capacity).

Programs may be selected from any inservice workshops offered by the District (unpaid/non-work hours) and educational conferences offered by professional groups or as approved by the Committee. Verification of attendance is required and shall consist of a fee statement or registration receipt and program of activities. Written verification of community leadership shall be required.

Points: Eighteen (18) hours of leadership service, or workshops shall equal one (1) point.

B. Qualifying for the Award

When an employee has completed ten (10) Professional Growth points, an application shall be submitted to the Committee and approved prior to the issuance of the award.

Employees shall be granted a one-time-only opportunity to apply for retroactive credit of coursework taken prior to the implementation of this policy (February 1990) not to exceed six (6) Professional Growth Points toward their first Professional Growth Award. These growth points may have been obtained prior to employment with the District.

The Committee may consider applications prior to participation in the activities, if there is some doubt whether the activity will be approved.

Of the ten (10) points required for professional growth awards, six (6) points must be in the area of coursework.

Employees who have earned an award shall receive the award, payable in a lump sum on a yearly basis, to be included with the last salary warrant issued in the fiscal year.

Awards shall be increased in ~~\$250~~ **\$500** increments every two (2) years (as earned) up to a maximum of ~~\$1000~~ **\$2000** over an eight (8) year period, or a maximum of four (4) awards.

C. Application

The following procedure must be followed in order to receive the Professional Growth Award.

The District shall make applications available to all classified employees on or before February 1.

It is the responsibility of the employee to maintain his/her own file of report cards, transcripts or other acceptable certification of the courses completed.

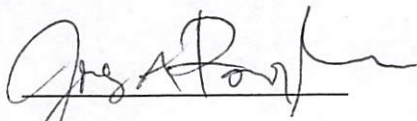
The completed application, copies of all records and verifications, shall be submitted to Human Resources for certification by the Committee on or before March 1.

The Committee shall review all applications and report the status of each to Human Resources. Human Resources shall send each applicant a written statement of the status of their application on or before April 30.

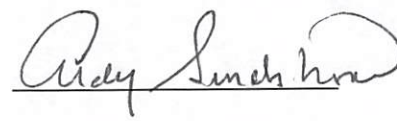
D. Professional Growth Review Committee ("Committee")

The Committee shall be comprised of three (3) members appointed by the Association, the Human Resources Department and two (2) supervisors appointed by the Superintendent or designee. This Committee shall review all applications and report the status to Human Resources as stated above.

The meetings shall be jointly scheduled with the District and the Association. All classified members of the Committee shall be given released time to attend the meetings.


For the District


For the Association


CSEA Labor Representative