

FAMILY CARE AND MEDICAL LEAVE

2. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)

3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

 - c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

 - d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

 - e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial

 - f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave

 - g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return

FAMILY CARE AND MEDICAL LEAVE

to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference:

EDUCATION CODE

44965 Granting of leaves of absence for pregnancy and childbirth

FAMILY CODE

Personnel

**AR 4161.8(p)
4261.8
4361.8**

FAMILY CARE AND MEDICAL LEAVE

297-297.5 Rights, protections, and benefits under law; registered domestic partners

300 Validity of marriage

GOVERNMENT CODE

12926 Fair employment and housing act, definitions

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

12946 Fair Employment and Housing Act: discrimination prohibited

CODE OF REGULATIONS, TITLE 2

11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions

11087-11098 California Family Rights Act

UNITED STATES CODE, TITLE 1

7 Definition of marriage

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

COURT DECISIONS

United States v. Windsor, (2013) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

FEDERAL REGISTER

The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

(3/10 8/13) 7/15

**Regulation
Adopted**

**ARENA UNION ELEMENTARY/POINT ARENA JT. UHSD
February 10, 2016
Point Arena, California**

All Personnel

BP 4161.9

CATASTROPHIC LEAVE PROGRAM

4261.9

4361.9

When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time and the employee has exhausted all paid leaves of absence, other employees may donate accrued vacation and/or sick leave credits to that employee under the specific requirements of the district's catastrophic leave program.

Donations made under the catastrophic leave program shall be strictly voluntary.

(cf. 4161/4261 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

(cf. 4361 - Leaves)

Legal Reference:

EDUCATION CODE

44043.5 *Catastrophic leave*

**Policy
adopted:**

**ARENA UNION ELEMENTARY/POINT ARENA JT. UHSD
February 15, 2001
Point Arena, California**

All Personnel

AR 4161.9

4261.9

CATASTROPHIC LEAVE PROGRAM

4361.9

When an employee or a member of his/her family experiences a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time, and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave credits. (Education Code 44043.5)

In making such a request, the employee shall provide verification of the catastrophic injury or illness. (Education Code 44043.5)

Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

Upon determination that the employee is unable to work due to his/her own or a family member's catastrophic illness or injury, any other employee, upon written notice to the Governing Board, may donate accrued vacation and/or sick leave credits to the requesting employee. Donations shall be at a minimum of eight hours, and in hour increments thereafter. (Education Code 44043.5)

To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than 10 days.

All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5)

The Superintendent or designee shall ensure that all donations are confidential.

The employee who is the recipient of the donated leave credits shall use those credits within 12 consecutive months.

If donated credits are not used by the employee within 12 consecutive months, the credits shall be placed in a pool that will be available to the next eligible employee who requests catastrophic leave.

An employee who receives paid catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

**Regulation
approved:**

**ARENA UNION ELEMENTARY/POINT ARENA JT. UHSD
May 17, 2007
Point Arena, California**

AGREEMENT BETWEEN
Arena Union Elementary School District
And
Arena Union Teachers Organization

1. The Articles and provisions contained herein constitute an agreement ("Agreement") by and between the Governing Board of the Arena Union Elementary School Board of the Arena Elementary School District and the Arena Union Teachers Organization ("Organization"), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (Act").
3. This Agreement shall remain in full force and effect from July 1, 2013 to June 30, 2016.

District proposed settlement for 2013-2016 Negotiations :

- 4.5 Proposed change: two board reps in negotiations.
- 4.6 J380 document is now called "Form ICR."
- 4.7 Change to: November 1st instead of October 15, to give time to process employee submission of credits/units earned (not due until October 15).
- 11.5 Add "business" after (5) five. (within five (5) business days...)
- 13.12b Spelling correction: *satisfactorily* should be satisfactory.
- 14.7 Spelling correction, last sentence: *released* should be release.
- 14.8 An AUTO member may be assigned as a Teacher on Special Assignment (TOSA) by mutual agreement between the district and the teacher.
 - 14.8.1 A TOSA will be placed on the TOSA salary schedule according to years of experience and academic preparation.
 - 14.8.2 The TOSA salary schedule is based on a 204 day work year. If a TOSA works less than full time, the salary will be adjusted proportionally.
- 16.2 Hazardous Road Conditions
Two (2) storm days will be built into the school calendar. If unused, they will be returned according to the board adopted calendar. In the event that storm conditions warrant more than two school closure days, the following procedure will be implemented: An employee who is unable to reach his/her work site, or who must leave early in order to get home due to extremely hazardous and/or impassible road conditions, shall not lose leave and/or compensation. Any time students are sent home early, an employee may leave if his/her residence is in the same area where the dismissed students live. On days when an employee is not able to get to work for the start of the work day, if conditions change by 11:00 AM on the impacted day, employees are expected to return to work. The district will contact employees via

phone or One Call Now in this situation. If an employee chooses not to return to work, they will be charged personal leave for the hours missed. It is understood that the "hours missed" is the time missed after the start time established at the time of the phone call.

18.2 Change "staff buy-back" days to staff development days

20.1 Employee and Dependent Insurance Coverage

For eligible insured who are employees as of July 1, 2013, an increase in the medical benefits cap to \$14,120 (an increase of \$500 over current cap), prorated for employees who are less than .85 FTE, per Staywell language. This cap constitutes the total District-paid portion of the medical benefits package, which includes medical, dental and vision coverage. Any medical benefit expenses beyond \$14,120 are the responsibility of the employee. The \$500 increase in District-paid medical benefits eliminates the side fund account that used to pay a portion of the deductibles, but increases the District contribution toward the premiums by \$500. Employees are responsible to pay all deductibles.

21.7.3 Per STRS, timesheets must be submitted at the end of the month in which the supplemental pay was earned. New language to read: The teachers will track their attendance on an Academic Support Team form and, per STRS rules, submit timesheets monthly, by the 20th of each month. Timesheets submitted after the deadline may be subject to a \$500 fine from STRS.

23.2 Proposed language change:
Step Requirements

- a. Advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience for a teacher who is .75 FTE or more, and works at least 75% of the contractual year.
- b. Advancement on the salary schedule shall be at the rate of one (1) step every other year for teachers who are employed at .50 to .74 FTE and work at least 75% of the contractual year.

SALARY Agreements:

The majority of union members chose the flat rate bonus (Option 1). The bonus is on the agenda for Governing Board approval on 3-13-13, for payment to employees on April 30, 2013.

The District and AUTO Agreed to:

- A raise of 3% for the 2013-14 school year, effective July 1, 2013;
- A raise of 1% in the 2014-15 school year, effective July 1, 2014;
- A raise of 1% in the 2015-16 school year, effective July 1, 2015.

This salary agreement shall be in effect through the 2015-2016 school year.

The district acknowledges that contractual language allows for salary negotiations to be reopened annually; this multi-year salary agreement does not in any way negate or remove that right.

TENTATIVE AGREEMENT

Colleen Cross
Colleen Cross
District Negotiator

Michele Egger
Michele Egger
AUTO Representative

Leslie Bates
Leslie Bates

Scott Fraser
Scott Fraser
AUTO Representative

Ron Miles
Ron Miles

10-16-13
Date

10-16-13
Date

BOARD APPROVAL

James DeWilder
James DeWilder
Board President


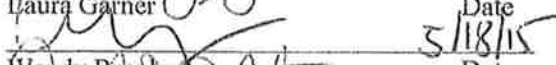
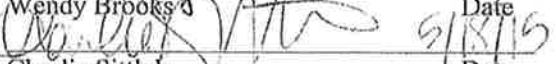
10/17/2013
Date

**Agreement
Between
ARENA UNION TEACHERS ORGANIZATION (AUTO)
And
POINT ARENA SCHOOLS DISTRICT**

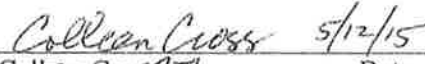
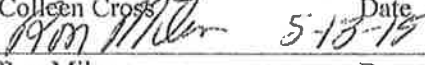
The parties have negotiated and agreed to the following terms which constitute changes to the collective bargaining agreement which are mandatory subjects of bargaining.

1. AUTO and Point Arena Schools District agree to give up to 10 years of experience for new hire teachers (vs. the current 7 years) and to anyone who was hired in the past 2 – 3 years and was given only 7 years' experience (but had more than that) would move to step 10 (TA'd 4/22/15). **Language Change: Article 23.1.b. A teacher may be given credit for up to ten (10) years teaching experience at the time of initial placement on the salary schedule.**
2. AUTO and Point Arena Schools District agreed to equal reimbursement rates as PAHSTA's (TA'd 4/22/15). **Language Change: Article 23.3 Upon prior written approval of the Site Administrator and verification by the Superintendent, each teacher will be entitled to a reimbursement of the negotiated amount per year for expenses undertaken to further his/her professional education in the amount not to exceed \$325.00.**
3. AUTO and Point Arena Schools District agree to certificated teachers having the option of choosing 11 paychecks per year or 12 paychecks per year.
4. AUTO and the District have reached agreement on the salary and benefits proposal as follows:
 - For the 2014-15 work year, a 6% salary increase to teacher's salary schedule, retroactive to July 1, 2014 (1% previously negotiated for 2014-15; 4% new for 2014-15; 1% previously negotiated for 2015-16, paid in 2014-15; 0% in 2015-16, with reopener).
 - For 2015-16, reopener for salary on October 1, 2015, after the District receives the Unaudited Actuals for 2014-15.
 - For 2014-15, there will be no change to the benefits agreement currently in place.
 - Retroactive pay warrants will be issued by June 30, 2015 if not before.
5. There will be no change to the benefits agreement currently in place for 2015-2016.
6. Parties agree to meet for reopener on 2015-2016 salary negotiations no sooner than October 1, 2015.

FOR AUTO:

	5/18/15
Laura Garner	Date
	5/18/15
Wendy Brooks	Date
	5/18/15
Charlie Sittloh	Date

FOR DISTRICT:

	5/12/15
Colleen Cross	Date
	5-18-15
Ron Miles	Date
	5/18/15
Bob Shimon	Date