

**Tenative Agreement between
Point Arena Union HS District
and PAHSTA**

The District and PAHSTA agree to increase the supplemental hourly pay from \$25/hr to \$30/hr. Payment made in addition to the employee's ordinary wages are called "supplemental wages." Supplemental hourly pay is intended for short-term work, preapproved by administration and agreed to by the employee.

The District and PAHSTA agree to an annual stipend of \$1000 for a Master's degree or \$2,000 for a Doctoral degree and an additional \$500 for an additional Master's or Doctoral degree (maximum of \$1500 or \$2500).

The District and PAHSTA agree to offer 1-3 days per diem payment for any mandated classroom move with prior administrative approval.

LEAVES

16.1 In accordance with the following adopted Board Policies/Administrative Regulations:

Title	BP or AR Number	Date Board Adopted
Leaves	BP 4161, 4261	December 11, 2008
Leaves	AR 4161, 4261	December 11, 2008
Personal Illness/Injury Leave	AR 4161.1, 4361.1	May 30, 2002
Personal Leaves	AR 4161.2, 4261.2, 4361.3	June 24, 2010
Professional Leaves	AR 4161.3	February 15, 2001
Military Leave	AR 4161.5, 4261.5, 4361.5	November 16, 2006
Catastrophic Leave Program	AR 4161.9, 4261.9, 4361.9	May 17, 2007
Industrial Accident/Illness Leave	AR 4161.11, 4361.11	November 13, 2013
Family Care and Medical Leave	AR 4161.8, 4261.8, 4261.8	November 13, 2013

The District and PAHSTA agree to 16.2, 16.3, 16.4, 16.5, 16.6, 16.7 and 16.9 as follows: (NOTE: The District proposes the language of 16.8 but that has not been tentatively agreed to).

16.2 Personal Necessity Leave

16.2.2 Unit members shall submit notification and request for personal necessity leave to their immediate supervisor at least one (1) week prior to the beginning date of the leave, except where extenuating circumstances make this impossible.

Personal necessity may be used for the following reasons:

1. Death or serious illness of a member of the unit member's immediate family, other relatives or close/important relationships of the employee,
2. An accident involving the person or property of the unity member or unit member's immediate family which requires the unit member's immediate attention,
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction,
4. Personal business of a serious nature which the employee cannot disregard and cannot take care of outside of the workday.

Three (3) personal necessity days per school year may be taken at the discretion of the unit member who shall not be required to provide verification documentation or explain the underlying reason for the leave but shall provide at least one (1) week advance notice, except where extenuating circumstances make this impossible. However, these days may not be used to extend a holiday and these days are still subject to advance notice to the employer.

16.3 Bereavement Leave

16.3.1 A unit member shall be granted leave up to six (6) days of leave for the death of any member of the unit member's immediate family, as defined in AR 4161.2(a), without loss of pay or deduction from other leave benefits found in this Article. Such days need not be taken in consecutive order.

16.4 Jury Duty/Witness Leave

16.4.1 Unit members may be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, for reasons not brought about by connivance or misconduct of the employee, to serve as a juror.

16.4.2 Any compensation, less any mileage expenses at current IRS rate, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

16.5 Industrial Accident or Illness Leave

A unit member involved in an industrial accident or illness caused by and during the scope and course of his employment with the District shall qualify for benefits under the following terms and conditions:

- 16.5.1 A maximum of sixty (60) days leave shall be allowed for each unit member in any one fiscal year.
- 16.5.2 When an industrial accident or illness overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him or her for the same illness or injury.
- 16.5.3 The industrial accident or illness leave shall commence with the first day of absence.
- 16.5.4 The wages paid to the unit member while on industrial accident or illness leave shall be an amount which, when added to applicable temporary disability indemnity, will result in a payment to him or her of not more than his or her full salary. Payments received as a result of disability indemnity arising out of Workmen's Compensation shall be paid to the District. The District, in turn, shall issue the unit member warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability actually paid to and retained by the unit member for periods covered by the salary warrants.
- 16.5.5 Industrial accident or illness leave of a unit member shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.
- 16.5.6 Upon the termination of the industrial accident or illness leave, a unit member may be entitled to use his regular sick leave.

16.6 Organizational Leave

- 16.6.1 Leave may be granted to unit members who are elected officers of PAHSTA of up to fifteen (15) days per school year for the purpose of enabling such unit members to serve as an elected officer of the Association or any statewide or national public employee organization with which the Association is affiliated; however, no one person may take more than five (5) days of this leave. This provision does not refer to at-the-table negotiating.
- 16.6.2 The Association shall reimburse the District for all compensation paid the unit member on account of the leave granted in 16.6.1 above. If a substitute is hired, the Association shall reimburse the District for the substitute's salary.
- 16.6.3 The Association member requesting such leave must notify his/her immediate supervisor at least two weeks in advance of the leave. In unforeseen circumstances which do not allow for such advance notice, the leave may be taken with the prior approval of the Superintendent,

contingent upon the District being able to secure an adequate substitute, if one is appropriate to the duties.

16.6.4 All such leave must be taken on a full-day or half-day basis.

16.6.5 Such leave may not be utilized to participate or assist in concerted activities in this or other Districts or schools.

16.6.6 This leave is fixed at fifteen (15) days per fiscal year and unused leave does not accumulate from year-to-year.

16.7 Donation of Sick Leave

On forms prepared and approved by the District, any unit member may donate up to five (5) days accumulated, unused sick leave days, in full-day increments to a specifically named unit member who has suffered a long-term illness or disability and who has exhausted all fully paid leaves. Donated sick leave day(s) will be prorated from the donor(s) equitably. No unit member may donate more than five (5) days in any school year (July 1 through June 30). A member shall not donate to the leave bank if they have less than 10 days accumulated leave.

Per Ed Code 44043.5(d)(1) the maximum amount of time for which donated leave credits may be used, but not to exceed use for a maximum of 12 consecutive months. Per Ed Code 44043.5(d)(2) verification of catastrophic injury or illness is a requirement to access catastrophic leave.

The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to the Association.


16.8 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. Teachers who remain behind to serve students may need to take on extra duty. A rotating schedule will be used to determine which volunteers get extra duty. Should no teachers volunteer for extra duty, one or more will be assigned by administration or designee. Those teachers who are

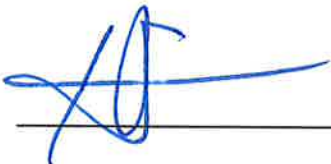
determined by administration to have performed extra duty will receive an additional one-half (1/2) of their daily rate for the day. Any time students are sent home early, an employee may notify his/her immediate supervisor and leave if his/her residence is in the same area where the dismissed students 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.

 8/25/16

Kai Hamblin, PAHSTA Negotiator / Date

 8-25-2016

Brent Cushenbery, Superintendent / Date

 8/25/16

Trevor Sanders, PAHSTA Negotiator / Date

 8/25/16

Bob Shimon, Board President / Date

 8-25-16

M. Vikki Robinson, Board President / Date