

## **ARTICLE VII**

### **LEAVES**

- A. Teachers will be able to use sick leave and bereavement leave on all staff development days and will be excused for jury duty. In the event that the state requires staff attendance at staff development days, to gain reimbursement, the District will require make-up for non-attendance. Jury Duty, bereavement, or serious medical illness will be excused from staff development make-up.
- B. Sick Leave
1. A full-time employee employed five (5) days a week or at least 186 days per year is entitled to ten (10) days of sick leave during a school year; such leave is to accumulate from year to year without limit. An employee working less than full-time shall be granted sick leave in the same ratio that the employment bears to full-time employment.
  2. When an employee has exhausted all accrued sick leave, absences beyond that period shall be continued with pay for a period of five (5) months from the end of that accrued earned sick leave period. During the five (5) month period, the employee shall have deducted from his/her salary the sum actually paid a substitute to fill the position. The maximum that will be deducted from the employee's salary will be the long-term substitute rate regardless of the amount that is actually paid to the substitute.
  3. The employee shall submit, on the District form, verification of any absence and in the case of an absence for more than three (3) consecutive days a physician's statement may be required. Employees returning to work from extended illness (including surgery) or injury absences shall be required to present a doctor's release prior to returning to duty.
  4. Time deducted shall not be less than one-half ( $\frac{1}{2}$ ) day.
  5. Routine medical and dental appointments shall be scheduled outside the workday. The employee shall receive prior approval from the immediate administrator for medical or dental appointments which are other than routine and which cannot be scheduled outside of the workday. Reasonable periods of time not to exceed two (2) hours may be granted (without sick leave deduction) by the immediate administrator provided; however, the class can be covered by another certificated person.
  6. The employer shall provide each teacher with written statements of his/her accrued sick leave on the employee payroll warrant.

### C. Industrial Accident or Illness

1. Industrial Accident or Illness Leave is granted to employees who have had an accident or illness arising out of and in the course of their employment with the District. All probationary and permanent certificated employees shall be entitled (in any one (1) fiscal year for the same accident or illness) up to sixty (60) days of Industrial Accident or Illness Leave during which the schools of the District are required to be in session or when the employees would otherwise have been performing work for the District.

Such Industrial Accident or Illness Leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

2. Allowable leave shall not be accumulative from year to year, except when an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year. The employees shall then be entitled to only that amount of unused leave due him/her for the same illness or injury.
3. During any paid industrial leave of absence, the teacher shall deposit the temporary disability indemnity checks to the District account; the District shall continue to pay the teacher their full salary.
4. Any employee receiving benefits from an Industrial Accident or Illness Leave shall, during periods of injury or illness, remain within the State of California, unless the District authorizes travel outside the state.
5. The Industrial Accident or Illness Leave of Absence is to be in lieu of entitlement acquired under "Sick Leave". An employee's absence shall be deemed to have commenced on the date of termination of the Industrial Accident or Illness Leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment of not more than his/her full salary.
6. Industrial Accident or Illness Leave for each occurrence shall cease when temporary disability benefits under workers' compensation laws of the State of California are discontinued for the applicable industrial accident or illness.

### D. Jury Duty

1. An employee shall be paid his/her regular salary for absence by service as a juror, up to twenty (20) working days with extension upon superintendent's approval. The employee may keep the mileage allowance, but all fees shall be given to the District.

2. The employee shall submit to his or her immediate supervisor a written notification for jury duty leave accompanied by a copy of an official summons for jury service, no fewer than ten (10) days prior to the date on which the unit member is scheduled to appear, or as soon as possible if such notice is received less than ten (10) days prior to the time for service.
3. Employees called for jury duty in a court of law during their regular work year who elect to defer their jury service to non-required service days (i.e., summer break) as allowed by law shall be compensated in an amount equal to the District's daily substitute teacher rate of pay for each day of jury service that was deferred. The employee must provide written documentation to the District showing the original jury summons date and the actual date(s) of jury duty served prior to receiving compensation under this section. Any jury fees received by the employee shall be deducted from the amount paid to the unit member, but the unit member shall be entitled to retain any mileage reimbursement paid for the jury service.

E. Personal Necessity Leave

1. Upon prior approval, sick leave may be used by the employee in cases of personal necessity. The following are incidents in which personal necessity leave may be used:
  - a. Death or serious illness of a member of his or her immediate family as defined in Bereavement Leave.
  - b. Accident involving his or her person or property, or the person or property of a member of his or her immediate family.
  - c. Observance of religious holidays
  - d. Up to five (5) days for required appearances in court as a litigant, or as a witness under an official order.
  - e. Up to five (5) days for other personal necessity leaves as may be approved by the site administrator. Such requests shall require forty-eight (48) hours advance approval (except in emergencies) of the site administrator on a case-by-case basis. Approval shall be at the discretion of the site administrator and shall not serve as precedent for any other request. Personal necessity leave shall not be used for recreation, vacation, other employment or illegal activities.
2. Verification of personal necessity leave may be required upon return to work.

F. No-tell Days

1. Up to five (5) days per year may be claimed as No-tell Days. (These five (5) days are inclusive of the ten (10) days of sick leave that teachers receive on a yearly basis). These days may be claimed, without verification, at the discretion of the employee.
  - a. These days:
    - i. must be scheduled five (5) working days in advance;
    - ii. if taken consecutive with holidays, shall not exceed two (2) employees or 10% of the certificated staff from the same site, whichever is less;
    - iii. shall be taken one (1) or two (2) at a time;
    - iv. shall not exceed four (4) employees or twenty percent (20%) of the certificated staff from the same site, whichever is less.
    - v. shall not be used for other employment.
  - b. Requests shall be honored in the order that they are submitted.

#### G. Bereavement

1. Employees are entitled to a leave of absence not to exceed three (3) days, or five (5) days if travel of more than 300 miles (one way) is required, on account of a death of any member of their immediate family.
2. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this contract.
3. Members of the immediate family, as used in this contract means the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse/registered domestic partner of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any person living in the immediate household of the employee.

#### H. Pregnancy Disability Leave (PDL)

A leave of absence shall be granted to any employee for that period of time during which the employee, in the judgment of her physician, is unable to perform her duties due to pregnancy, miscarriage or childbirth, and recovery therefrom.

1. The employee's allowable sick leave may be used for such leave. Absences necessitated by illness or disability due to pregnancy, miscarriage, childbirth, and

recovery therefrom shall be treated with the same provisions governing sick leave subject to statutory provisions of the Family Medical Leave Act (FMLA).

2. The duration of the leave of absence, including the date on which the leave shall commence or the date on which the leave is expected to commence and the probable date on which such leave will terminate shall be determined by the employee and employee's physician. Such notice to be given not later than thirty (30) days prior to the expected commencement date, if possible.
3. The employer may request at any time that the employee provide a written statement from her physician attesting to the actual duration of the employee's physical incapacity.
4. At the employee's request, and with the approval of the superintendent or designee, an employee may be granted a maternity leave without pay the pregnancy leave pursuant to statutory provisions of the Family Medical Leave Act (FMLA).

I. Personal Leave with Full Pay

A teacher shall be granted time off with full pay for the following reasons:

1. Childbirth Leave

One (1) day shall be granted for the purpose of delivering the teacher's spouse/registered domestic partner to the hospital.

One (1) day shall be granted for the purpose of taking the teacher's spouse/registered domestic partner and/or child home from the hospital.

2. Child Adoption Leave

One (1) day shall be granted for the purpose of taking delivery of an adopted child.

J. Personal Leave Without Pay

1. A teacher may be granted a leave of absence without compensation for personal reasons for a period of up to one (1) year. Schedule increments, adjustments in salary, and retirement credit are not allowed for such leave. The conditions under which a person may be granted a return from a leave for personal business shall be determined by the Board at the time of the approval of the leave. In the event the Board does not grant a leave under this section, they shall provide the teacher requesting such leave a written statement of the reason or reasons why such leave was not granted. It is the responsibility of any employee on a leave of absence to notify the District administration of his/her desire to return to full employment. Such

notice must be given in writing prior to January 15. Failure to meet this deadline will result in the employee's termination pursuant to provisions of EC 44842. Personal leaves may include, but are not limited to, the following:

- a. Pregnancy disability leave in compliance with state/federal laws
  - b. Child bonding leave in compliance with state/federal laws
  - c. Study leave
  - d. Family care in compliance with the Family Medical Leave Act
2. Family care will be granted for parents/children of employees or any other person living in the employee's home.
  3. Extenuating circumstances can be appealed to the Superintendent.
  4. Teachers on personal leave without pay, when returning from leave, do not have transfer and reassignment rights for that year. The teacher is guaranteed a position in the District after the transfer and reassignment process is complete.
- K. Request to be a teacher on loan will be considered on an individual basis and not be precedent setting. Costs associated with the teacher on loan will not be borne by the District. Schedule increments, adjustment in salary, and retirement credit will be allowed.
- L. Catastrophic Leave
1. Creation and Purpose
    - a. The Association and the District agree to create a Catastrophic Leave Bank ("Bank") effective July 1, 2001.
    - b. Catastrophic Leave will permit credentialed employees of the District to donate days to a Bank that will administer those days according to the terms of this section.
    - c. "Catastrophic illness or injury" is defined as a life-threatening illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all his/her sick leave, excluding differential leave. A doctor's verification is required.
    - d. "Employee's family" is defined as husband, wife, son, daughter, stepchildren, domestic partner, or parent of the employee. Leave requested to care for any

relative with a catastrophic illness or injury, whom employee has legal guardianship of, will be considered for approval by the Catastrophic Leave Committee.

- e. Days in the Bank shall accumulate in the Bank from year to year.
- f. The Bank shall be administered by a Joint Committee (“Committee”) of the Assistant Superintendent of Human Resources, two members appointed by the Association President and one member appointed by the District.

## 2. Eligibility and Contributions

- a. All credentialed employees of the District (excluding substitutes) are eligible to contribute to the Bank.
- b. Participation is voluntary but requires contributions to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. Employees who elect not to join the Bank must wait until the beginning of the next school year to join the Bank. The beginning of the next school year is defined as July 1.
- d. The contribution, on the appropriate form, must be authorized by the unit member.
- e. Members wishing to cancel must notify the Human Resources Department in writing by July 1. Sick leave contributed to the Bank shall not be returned. Forms for cancelling contributions to the leave bank shall be sent out no later than May 15 of the preceding school year.
- f. Contributions shall be initially made between July 1 and September 15. Employees returning from extended leave and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the bank to all employees.
- g. Employees wishing to participate in the Bank shall make an initial contribution of one day the first year of participation. Part-time employees shall have their contributions prorated. Continued membership requires a yearly donation of one day per year unless the Bank maximum is reached.

## 3. Application for Withdrawal from the Bank

- a. Application shall be made when it becomes apparent that Catastrophic Leave may be needed.

- b. Participants must use all accrued sick leave available to them before becoming eligible to withdraw from the Bank.
  - c. A minimum of ten (10) workdays of illness or injury must be covered by the participant's own sick leave, differential leave, or leave without pay the first time the participant qualifies for a withdrawal from the Bank. If the same illness/injury reoccurs in the same year, the ten-day requirement will be waived.
  - d. Family members (as defined in N.1.d) and legal guardians may apply for catastrophic leave on behalf of the unit member.
  - e. Leave is granted for thirty (30) days at a time. Continuation of leave requires another doctor verification and reevaluation by the Committee. A participant's total withdrawal from the Bank may not exceed one hundred eighty-three (183) workdays per catastrophic illness or injury. When requesting leave to care for a parent, a maximum of ten (10) days per year will be granted.
  - f. If the unit member is receiving Workers' Compensation or Disability Insurance, no leave will be granted until compensation is exhausted.
  - g. If no leave days are available in the Bank, the District has no obligation to provide leave.
4. Administration of the Bank
- a. The Committee maintains records of employees participating, receives requests, verifies validity, approves, and communicates actions to members and to the District.
  - b. Decisions will be final and made in writing to the applicant within ten (10) working days of the application to the Committee.
  - c. All requests and actions by the Committee will be confidential.
  - d. The District will keep records and notify the Committee monthly of new members and days remaining in the Bank.
  - e. If this provision is rescinded, the Committee will continue to administer Catastrophic Leave days until the days in the Bank are exhausted.
  - f. The maximum number of days in the Bank shall be seven hundred fifty (750). No more than one (1) day of sick leave shall be donated in a year. If the number of days accumulated exceeds the maximum number of days, no contributions will be assessed for that year except for new members wishing to join the Bank.