

ARTICLE XV - LEAVE PROVISIONS

Section 1 - General Provisions. The benefits which are expressly provided by this Article are the sole leave benefits which are part of this collective Agreement, and it is agreed that the other statutory or regulatory leave benefits which unit members are entitled to are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the grievance procedure, Article V. All requests for leave, other than those covered by Section 3 (personal illness and injury leave), require the completion of a Certificated Leave Request form.

Section 2 - Definition of Immediate Family. For purposes of leave provisions of this Article, an immediate family member of the employee shall be limited to:

- | | | |
|--|--------------------|-----------------|
| spouse | step-child | step-grandchild |
| mother | grandfather | son-in-law |
| mother-in-law | grandfather-in-law | daughter-in-law |
| father | grandmother | brother |
| father-in-law | grandmother-in-law | sister |
| child | grandchild | |
| any relative living in the immediate household of the employee | | |

Section 3 – Absence Reporting.

- (a) All unit members shall contact the District designated number to report an absence prior to 6:00 a.m. whenever possible. This will permit the employer time to secure substitute service, when necessary. Except in cases of emergency, failure to provide adequate notice shall be grounds for denial of leave with pay or for other appropriate disciplinary action. Unless the unit member who has been absent from the job notifies the office designated by the District by 3:00 p.m. that he/she will not return the following day, the substitute will be released from the assignment at the end of the school day.

- (b) For the purpose of reporting, all unit members who are absent for any portion of or the entire contract day shall have deducted the time absent from the appropriate leave. Absences will be reported to the nearest quarter hour.

Section 4 - Personal Illness and Injury Leave

- (a) Full-time unit members shall be entitled to one (1) full day of leave with full pay for each full school month of each school year worked. Such leave shall be for the purposes of personal illness or injury, or for routine medical and dental appointments which cannot reasonably be scheduled during non-working hours. Unit members, excluding hourly employees, who work less than full-time shall be entitled to that portion of the leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position. A unit member may use accumulated sick leave for illness and/or injury. A unit member may use in any calendar year up to six (6) days of accrued sick leave to attend to the illness of a child, parent, or spouse pursuant to Section 233 of the Labor Code.
- (b) If a unit member does not utilize the full amount of leave as authorized in (a) above in any school year, the amount not utilized shall be accumulated from year to year.
- (c) Unit members shall be notified of their accumulated leave no later than September 1 of each year.
- (d) After all earned leave as set forth in (a) and (b) above is exhausted, additional non-accumulated personal illness and injury leave shall be available for a period not to exceed five (5) school months for the same illness or injury, provided that the provisions of (e) below are met. The amount deducted for leave purposes from the unit member's salary shall

be the amount paid a substitute employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute.

- (e) Upon written request by the District, and for legitimate District reasons, a unit member shall be required to present a medical doctor's certificate verifying a request for the personal illness or injury and/or a medical authorization to return to work following such leave. The unit member shall not misuse the personal illness and injury leave or refuse to cooperate with a request for verification. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. Before a unit member returns to work, the District may require an authorization from a physician appointed by the District and/or the unit member's physician.
- (f) In cases in which a unit member is aware that he/she will be absent for twenty (20) days or more, the unit member shall notify the immediate supervisor of the anticipated length of absence.

Section 5 - Personal Necessity/Personal Business Leave.

- (a) Two of these days may be used for any reason at any time without prior approval. Requests for the remaining five personal necessity/personal business leave days must be approved by the Superintendent or appropriate administrator and, if granted, the absence will be charged to the unit member's accumulated leave.
- (b) For purposes of this provision, personal necessity shall be limited to:
 - (1) Death of a member of the unit member's immediate family or relative when the number of days of absence exceeds the limit provided in the Bereavement Leave section or the

death involves a person not within the definition of immediate family under Bereavement Leave.

- (2) An accident which is unforeseen involving the unit member's person or property, or the person or property of unit member's immediate family or relative.
 - (3) An illness of a member of the unit member's immediate family or relative which is serious in nature, which under the circumstances the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during his/her assigned hours of service.
 - (4) Absence due to natural phenomena which prevents unit members from reaching work.
 - (5) Personal business of the employee which is certified by the employee to be serious in nature, including circumstances the employee cannot disregard, which requires the employee's attention during assigned work hours. Such days shall not be used for vacation, to extend holidays or scheduled recesses, or on any student release day.
 - (6) Appearance for the U.S. Armed Forces pre-induction physical examination.
 - (7) Absence for the purpose of observing a religious holiday of the unit member's faith.
 - (8) Other reasons authorized by the Superintendent or his/her designee.
- (c) In extraordinary circumstances, a unit member may be granted up to a maximum of two (2) days of leave for personal convenience with prior approval of the Superintendent during any school year. Deduction for such approved leave shall be at the prevailing substitute rate. Leave under this provision is not cumulative from year to year.
- (d) Whenever possible, the unit member will obtain prior written approval from the appropriate administrator. Should the circumstances outlined in paragraph (b)1 through 5 arise, the unit member shall verify in writing on the appropriate Certificated Leave Request form

immediately upon return to duty that the personal necessity/personal business leave was used for purposes as set forth in Section 5(b) above. A unit member will be subject to appropriate disciplinary action if the leave was used for purposes other than stipulated.

Section 6 - Bereavement Leave. When a death occurs in the immediate family of the unit member, or the death is any person or persons living in the immediate household of the unit member, the employee shall be entitled to three (3) days paid leave of absence for bereavement. This leave shall be extended, upon request of the employee, to a period not to exceed five (5) days if round-trip travel of six hundred (600) or more miles is required to attend or arrange for the funeral. Bereavement Leave shall be exhausted before the unit member may utilize personal necessity/personal business leave under Section 5 of the Agreement.

Section 7 - Leave for Pregnancy Disability.

- (a) Unit members are entitled to use leave as set forth in Section 4(a), (b), and (d) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery from the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above.
- (b) The length of such disability leave, including the date on which the leave shall commence and date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District, for legitimate District reasons, may require a verification of the extent of disability from the unit member's physician and/or through a physical examination of the unit member by a physician appointed by the District.
- (c) Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when leave as set forth in Section

4(a), (b), and (d) has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District, for legitimate District reasons, may require a verification for the extent of disability from the unit member's physician and/or through a physical examination of the unit member by a physician appointed by the District.

- (d) Any leave under this Section of the contract shall run concurrently with and shall not be in addition to leave available for pregnancy disability under California Government Code §12945. If this leave is State and/or Federal Family and Medical Leave, the right to have health benefit premiums paid by the District shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period.

Section 8 - Leave Without Pay for Childbearing Preparation and Child Rearing.

- (a) Leave without compensation or other benefits shall upon request be granted to a unit member for preparation for childbearing and may be granted to any unit member who is the natural or adopting parent for the purpose of rearing his/her child. During such leave, the District agrees to carry the unit member under the District's health and dental insurance policies provided the unit member pays the required premiums. If leave for childbearing preparation and childrearing qualifies as family and medical care leave under the State and/or Federal Family and Medical Care Leave Acts, the employee will be informed of this and will be offered the right to have his/her health benefit premiums paid by the District to the same extent as those premiums are paid while the employee is not on leave during that portion of the leave which qualifies as Family and Medical Care Leave under the law. Once a bargaining unit member has legal custody of an adopted child, he or she may use up to six (6) consecutive weeks of accrued sick leave to bond with the child. If two bargaining unit

members are parents of the adopted child, only one is eligible for Adopting Parents Leave. Additional parental leave may be taken through Section 9 below.

- (b) The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) calendar days prior to the date on which the leave is to begin unless an emergency is certified by the attending physician. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay. The determination as to the date on which the leave for childbearing preparation shall begin will be determined by the unit member and the unit member's physician. The determination as to the date on which the child rearing leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement needs of the District. The duration of leave for childbearing preparation and child rearing shall be no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. If all or a portion of the leave for childbearing preparation and child rearing qualifies as family and medical care leave under the State and/or Federal Family and Medical Care Leave Acts, the following exceptions to this subsection apply: 1) the employee need not provide a medical certification during that portion of the leave in which the employee qualifies for family and medical care leave; 2) the commencement date of such leave will be determined by the unit member exclusively as long as the unit member complies with the notice provision above (thirty [30] calendar days prior to the date on which the leave is to commence, unless there is an emergency); 3) the portion of the leave which qualifies as family and medical care leave under State and/or Federal Family and Medical Care Leave Acts shall not exceed twelve (12) weeks in a twelve (12) month period; and 4) if an employee

is on family and medical care leave on June 30 in the school year, leave does not automatically terminate.

- (c) The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on leave for child rearing.
- (d) If a unit member is on leave for childbearing or child rearing, then in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is not a vacancy for which the unit member is qualified, the District will assign the unit member to a position of like status and benefits as soon as a vacancy opens for which the person is qualified. If leave under this section qualifies as family and medical care leave under the State and Federal Family and Medical Care Leave Acts, and if an employee terminates his/her leave under this section at a time in which he/she is concurrently using family and medical care leave, he/she will be reinstated to the same or equivalent position.
- (e) Any leave under this Section of the contract shall run concurrently with and shall not be in addition to any leave which may be available under the State and Federal Family and Medical Care Leave Acts for the same purposes as the leave under this Section. Any right to have health benefit provisions paid by the District, pursuant to State and Federal Family and Medical Care Leave Acts, shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period.

Section 9 - Parental Leave. A unit member shall be allowed two (2) days leave upon the occasion of the birth, or up to five (5) days leave, based upon need and with the written approval of the Assistant Superintendent of Human Resources Development, for the adoption, of his/her child without the loss of pay. All or part of the leave may be taken immediately before, during, or immediately after the

child's birth or adoption. Any leave under this Section of the contract shall run concurrently with and shall not be in addition to any leave which may be available under state or federal law for the same purposes as the leave under this Section. Any right to have health benefit premiums paid by the District, pursuant to State and Federal Family and Medical Care Leave Acts, shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period.

Section 10 - Industrial Accident Leave.

- (a) Definition: "Industrial Accident," as used in this section, is defined as any accident or illness arising directly out of, or in the course of, the employment of the unit member which forces him to absent himself from work. Unit members will be entitled to industrial accident leave for personal injury which has qualified for worker's compensation under the provisions of the District industrial accident insurance carrier.
- (b) Industrial accident leave with full pay shall be allowed for up to sixty (60) working days in any fiscal year for any given industrial accident. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused Industrial Accident Leave due him/her for the same industrial accident.
- (c) The District has the right, pursuant to leaves as defined in Section 10(a), to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- (d) For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the District's industrial accident insurance carrier which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have

received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

- (e) When entitlement for industrial accident leave has been exhausted, the unit member may elect to use any sick leave, or other paid leave to which he/she is entitled, provided that payment for any such paid leave, when added to any temporary disability indemnity, shall result in a payment to the unit member of not more than his/her full salary less appropriate (regularly authorized) deductions and that such deductions from accumulated sick leave or other paid leave shall be adjusted accordingly.
- (f) When all available paid leaves have been exhausted and the unit member is not able to resume the duties of his/her position, he/she may elect to resign or to request a leave of absence without pay or he/she shall be placed on a reemployment eligibility list for a period of thirty-nine (39) months.
- (g) Unit members on this leave shall not leave the state without permission of the Board of Education.

Section 11 - Judicial Leave.

(a) **Jury Leave.**

- (1) Unit members will be provided leave for regularly called jury duty. Unit members shall submit a written request and an official copy of notice to serve as a juror. Notice will be provided to the District no less than ten (10) days prior to the beginning date of the jury duty. The unit member, while serving jury duty, will receive pay in the amount of

the difference between the unit member's regular earnings and any amount received for jury service.

- (2) If, at the time the court releases an employee from jury duty, there are three and three-fourths (3.75) hours or more of the employee's work day remaining, the employee will be required to return to work.
- (3) Employees are required to return to the Human Resources Development Office verification of attendance and times actually served for all days served. These may be cumulatively submitted at the conclusion of the judicial leave.

(b) **Court Appearance.**

- (1) **District Subpoena or Designation.** If the District subpoenas an employee, the District will provide paid leave for the duration of the appearance required by the District's subpoena. If the District designates an employee to appear to represent the District's interest, the District will provide paid leave for the duration of the appearance required by the District's designation. If a unit member is subpoenaed as a result of the unit member carrying out his/her duties as an employee of the District, the District shall approve paid leave for the duration of the appearance required by the subpoena.
- (2) **Personal Property Damage Leave.** The District will provide one (1) day of paid leave per incident for the purpose of complying with a subpoena to be a witness in a criminal action involving damage to the unit member's personal property which occurs on school property while the unit member is on duty. The procedures which apply to jury duty leave shall be followed.
- (3) **Mandatory Court Appearance.** Unit members may use personal necessity/personal business leave provided in Section 5 of this Article for a mandatory court appearance

limited to appearance as a litigant or as a witness pursuant to lawful judicial or administrative subpoena. Each date of necessary attendance under such order, other than the dates specified in the subpoena, shall be certified by the clerk or authorized officer of the court or other official of a body with jurisdiction. A copy of the subpoena shall be filed along with the request for personal necessity/personal business leave. In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the District. This Section shall not apply to unit members who testify as a witness against the District. A unit member who has exhausted personal necessity/personal business leave entitlement may request additional leave not to exceed two (2) days for the purpose stated hereinabove. Such request must be submitted on the appropriate District form to the unit member's immediate supervisor before the utilization of such leave. The compensation paid a unit member during this time shall be the difference between the unit member's per diem rate of pay and the sum paid a substitute employee employed to fill the unit member's position during such absence.

Section 12 - Study Leave. Upon recommendation of the Superintendent and approval of the Board of Education, leave without compensation, increment, seniority, or tenure credit or other benefits may be granted a permanent unit member for a period up to one (1) school year for the purposes of educational improvement and advancement which are directly related to the unit member's assignment. A unit member shall apply to the District for such leave not later than ninety (90) days prior to its anticipated commencement. A unit member on study leave must provide the District with written notice no less than sixty (60) days before the expiration date of the leave, of his/her intent to return. The decision for the granting of such leave shall be at the sole discretion of the School District and not subject to the grievance procedure.

Section 13 - Elective Office Leave. Unit members elected to the State Legislature shall be granted an unpaid leave of absence according to the law.

Section 14 - Other Leaves Without Pay.

- (a) Upon recommendation of the Superintendent and approval of the Board of Education, leave without compensation may be granted for a period of up to one (1) school year for purposes of care for a member of the immediate family who is ill or long-term illness of the unit member, voluntary government service, service in an elected public office other than State Legislative, extended child rearing or other unpaid leaves authorized and approved by the Superintendent or his/her designee.
- (b) The application for and granting of such leave of absence shall be in writing. In addition, a unit member on such leave shall notify the District Human Resources Development Office by March 1 of the school year as to their intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

Section 15 - Sabbatical Leave.

- (a) After completing seven (7) consecutive full school years of service, a unit member will be eligible to apply for a leave of absence not to exceed a one (1) year period, or leave of absence in separate six (6) month periods or separate quarters provided that such is commenced and completed within a three (3) year period.
- (b) Applicants for sabbatical leave must submit their request on the appropriate form no later than February 15th of the school year preceding the school year in which the leave is requested. The granting of the leave shall be within the sole discretion of the Board and not subject to the grievance procedure.

- (c) Unit members on sabbatical leave may receive one half ($\frac{1}{2}$) of the salary they would have been paid during the period of leave, and the appropriate salary schedule placement which would have been granted had the unit member not been on leave. No other compensation, benefit, or seniority credit will be granted to those on leave, except that the unit member will be entitled to return to a position comparable to that which was held at the time of granting of leave.
- (d) The terms and conditions of the leave shall be established by the Superintendent in writing after prior consultation with the unit member and the unit member shall include, but not limited to: an indemnification bond for failure to successfully complete the sabbatical program or to render the necessary post-leave service; a stipulation to a post-leave service of not less than two (2) full years for a full year of leave, and one (1) full year for a one half ($\frac{1}{2}$) year leave; the description of the sabbatical program; and, appropriate reporting procedures as may be designated by the Superintendent.

Section 16 - Military Leave. The District will provide military leave pursuant to applicable state and/or federal laws.

Section 17 - Leave Status.

- (a) A unit member granted leave without compensation under this Article shall not be entitled to increment, tenure, seniority, or other benefits except as provided by paragraph (b) below.
- (b) Permanent unit members performing services in the District equal to fifty percent (50%) or more of a given school year and probationary unit members performing services in the District equal to seventy-five percent (75%) or more of a given school year shall be entitled to tenure, increment, and seniority equal to a full year of service and, also, fringe benefits

covered under this Agreement for the period of time in which the unit members are actually performing service for the District.

- (c) A unit member on approved leave as provided in Article XIII shall be entitled to return to a position in the District of like status as when the leave began.

Section 18 – Catastrophic Leave Donations Program.

Section A – Intent of Catastrophic Leave Donations. The intent of catastrophic leave is to provide additional financial protection to those unit members whose immediate family members (as defined by Article XV, Section 2, of the Certificated Bargaining Agreement) incur, a period of prolonged serious illness or hospitalization.

Section B – Participation/Eligibility. Any certificated unit members may participate in the Catastrophic Leave program by donating accumulated sick leave or requesting a donation from other unit members.

Section C – Donation of Days. A unit member may elect to participate in the Catastrophic Leave program by donating one (1) day (1 day equals current daily hours assigned) or more of his/her accumulated sick leave to another unit member in need. The unit member shall make this donation by filing an appropriate form with AEA who will process and forward to the District. This donation shall be irrevocable. A donation to the Catastrophic Leave program must be made from the unit member's accumulated sick leave and shall be designated to a specific unit member for his/her exclusive use.

Section D – Administration of the Catastrophic Leave. AEA shall coordinate the Catastrophic Leave donations and forward to the Human Resources Department. The Human Resources Department shall be responsible for processing leave requests, verifying the validity of requests, approving or denying requests, communicating its decision to

affected unit members and the Superintendent or his/her designee, determining when new sick leave assessments of unit members will be made.

Section E – Procedure to Use/Withdraw/Catastrophic Leave (Conditions and Restrictions).

1. In order to be eligible to request catastrophic leave from other unit members, the unit member must have exhausted all of his/her current and accumulated sick leave.
2. The benefits of this leave must be used prior to being compensated for differential pay where that applies.
3. A unit member electing to request Catastrophic Leave shall complete an appropriate request form. The unit member must submit this form to the AEA office for consideration for processing. In the request, the unit member shall clearly state the details of his/her family member's injury/illness and the number of days of catastrophic leave he/she is requesting donated. Appropriate written verification of the illness or injury, must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury if requested by Human Resources, and decisions shall be final.
4. In the event that the unit member is personally unable to apply for catastrophic leave, AEA may make the request for the applicant.

Section F – Allowable Duty Days. The number of sick days needed by the unit member shall be specified in the request. The unit member may request up to twenty (20) days. Any days approved but unused by the unit member shall be returned to the donors in the order received.

Section G – Method of Payment. When a unit member uses a day from donated

catastrophic leave, pay for that day shall be at the same rate the unit member would have received had he/she worked that day. No distinction shall be made as to the differing pay rates of the donor or the recipients.

Section H – Hold Harmless. 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 members, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality of enforcement of this provision. The Association agrees to defend, 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.

