

ARTICLE XVII - LEAVE PROVISIONS

Section 1 - General. The benefits which are expressly provided in this Article are the sole leave benefits which are part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the grievance procedure herein.

Section 2 - Definition of Immediate Family. For purposes of the leaves provided herein, an "immediate family" member shall be limited to:

Spouse	Son-in-law
Mother	Daughter-in-law
Father	Brother
Child	Sister
Grandfather	Any relative or legally recognized person living
Grandmother	in the immediate household of the unit member
Grandchild	Foster parent
Mother-in-law	Foster son
Father-in-law	Foster daughter
Child of spouse	Stepparent
Grandfather-in-law	Stepson
Grandmother-in-law	Stepdaughter
Grandchild of spouse	

Section 3 - Personal Illness and Injury Leave.

- (a) Full time unit members shall be entitled to one (1) day leave with full pay for each month of service during the year for purposes of personal illness or injury, or for routine medical and dental appointments which cannot reasonably be scheduled during non-working hours. Unit members who work less than full time shall be entitled to that portion of leave as the number of hours per week of scheduled duty related to the number of hours for a full time unit member in a comparable position.
- (b) Entitlement to Other Sick Leave
In addition to (a) above, unit members shall once a year be credited with a total of 100 working days paid sick leave. Such days of paid sick leave shall be compensated at not less than fifty (50) percent of the employee's regular salary. This paid sick leave shall be exclusive of any other paid leaves, holidays, vacation, or compensating time to which the employee may be entitled.
- (c) After a unit member has exhausted all his/her sick leave, vacation, and other available paid or unpaid leave and if the unit member is not medically able to assume the duties of the person's position the unit member will be placed on a 39-month reemployment list for their classification. The unit member may coordinate vacation or any other paid leave upon written request with the 100 working days leave in (b) above. All vacation or any other paid leave shall be applied prior to placement on the 39 month reemployment list. The unit member shall be eligible for reemployment for a period of 39 months. If the unit member can provide a physician's written certification to return to work, the unit member shall be employed in preference to new applicants.
- (d) 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.

- (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 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. 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 at the District's expense. 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.

Legitimate District reasons include where the pattern of employee conduct indicates abuse of personal illness and injury leave on a continuing basis; where specific information indicating a unit member is misusing personal illness and injury leave.

- (f) A unit member must contact his/her immediate supervisor (or other District office, as directed) as soon as the need to be absent is known, but in any event not less than one hour prior to the time the employee is scheduled to report to work, unless such notification is impossible due to circumstances outside of the control of the employee, to permit the employer to secure substitute service. Failure to provide adequate notice may be grounds for disciplinary action.

- (g) A unit member who is absent for one (1) day or less shall have deducted the actual amount of time lost from the appropriate leave.

- (h) Each unit member shall be notified of the accumulated leave by no later than July 31 of each school year.

- (i) Those ten-month unit members who have worked during the summer months shall be given credit for extra hours of sick leave based on an average of hours worked per day in the summer

months. If fifty percent (50%) or more of a summer month is worked, credit is given for the entire month. Summer months are defined as the time between the end of one academic year and the commencement of another.

Section 4 - Personal Necessity Leave.

- (a) Requests for any personal necessity leave must be approved by the Superintendent or the Assistant Superintendent, Human Resources, and if granted the absence will be charged to the unit member's accumulative personal illness and injury leave. Any accumulated days of leave of absences for illness or injury may be used by the employee for personal necessity as listed in 4(b) below. Upon written request by the District, and for legitimate District reasons, a unit member shall be required to present documentation verifying the reason for personal necessity leave.
- (b) For purposes of this provision, personal necessity days shall be limited to: (1) death of a member of the unit member's immediate family or aunt or uncle or brother-in-law or sister-in-law of the unit member; (2) an accident which is unforeseen involving the unit member's person or property, or the person or property of the unit member's immediate family; (3) an illness of a member of the unit member's immediate family 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) appearance in court when the unit member is a litigant, except where the unit member is a litigant against the District; (5) appearance of preinduction physical examination; (6) absence due to natural phenomenon which prevents unit members from reaching work; (7) absence for the purpose of observing a religious holiday of the unit member's faith; (8) the promotion or graduation from intermediate school, high school or college of an immediate family

member as defined in Section 2 of this Article; (9) other reasons as determined by the Superintendent or his/her designee. Under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or vacation, or for recreational activities.

- (c) Before the utilization of Personal Necessity Leave the unit member must obtain prior written approval from the appropriate management person, except for cases of (1), (2), (3), and (6) in Section 4(b). The unit member must submit the Personal Necessity Leave form for approval to the appropriate management person before the utilization of the Personal Necessity Leave. Should the circumstances outlined in (1), (2), (3), and (6) arise, the unit member shall verify in writing on the appropriate Personal Necessity Leave form immediately upon return to duty that the Personal Necessity Leave was used only for purposes as set forth in Section 4(b) above. A unit member will be subject to appropriate disciplinary action if the leave was used for purposes other than stipulated.

Section 5 – Personal Business Leave. Unit members shall be eligible to use up to three (3) days for personal business leave each school year, to be deducted from any available sick leave days accrued. Employees shall be required to give the District reasonable advance notice to use such personal business leave. If there is a conflict between unit members who are working on the same or similar operations as to when personal business may be taken, a collaboration between the unit member and the supervisor may take place to resolve the conflict. If no resolution is reached, the unit member with the greater District seniority shall be given preference.

Unit members who have accumulated in excess of twenty-nine (29) or more sick leave days shall be eligible to use up to three (3) more days for personal business leave for a total of up

to six (6) days for personal business leave each school year.

Such leave may be taken in increments of days or hours at the discretion of the unit member.

Section 6 - Bereavement.

- (a) A unit member shall be entitled to a maximum three (3) days leave of absence or five (5) days leave of absence if out of state travel or travel in excess of 300 miles one way is required, without loss of salary on account of death of any member of his/her immediate family.
- (b) A unit member may request approval from the Superintendent or his/her designee for bereavement to extend to relatives not designated as immediate family under Section 2 of this Article.

Section 7 - Leave for Pregnancy Disability.

- (a) Unit members are entitled to use sick leave as set forth in Sections 3(a) and (b) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on 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.

The length of such disability leave, including the date on which the leave shall commence and the 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 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.
- (b) Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Section 3(a) and (b) 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 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 at its expense.

- (c) The unit member on leave for pregnancy disability shall be entitled to return to a position in the District comparable to that held at the time the leave commenced.
- (d) Any leave under this section of the contract shall run concurrently with, and shall not be an addition to, any leave which may be available under the federal Family & Medical Leave Act of 1993.

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

- (a) Leave without pay or other benefits may be granted to a unit member for preparation for childbearing or child rearing.
- (b) The unit member shall request such leave as soon as practicable, but under no circumstance less than thirty (30) work 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 unit member wishes to begin and end the leave without pay.
- (c) The date on which the leave shall begin and the duration of such leave shall be at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.
- (d) The duration of such leave shall be not more than twelve (12) consecutive months, and shall automatically terminate on June 30 in the school year in which such leave is granted. The unit member may apply in writing for an extension of such leave prior to June 30 in any given

year.

- (e) The unit member is not entitled to the use of any accrued sick leave or other paid leave while on leave for this purpose, except upon written certification by the attending physician, when the illness or disability is related to pregnancy, miscarriage, childbirth, or recovery therefrom.
- (f) There shall be no diminution of employment status for this leave except that no unit member shall be entitled to compensation, increment or seniority increase, or the accrual of seniority for layoff.
- (g) 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 the 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 as soon as possible.
- (h) 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 federal law shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period.

Section 9 - Parental Leave and Child Bonding.

- (a) **Parental Leave** - A unit member shall be allowed two (2) days leave upon the occasion of the birth or 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

federal law shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period.

- (b) **Child Bonding** – Once a bargaining unit member has legal custody of a child, he or she may use up to twelve (12) weeks of Personal Illness and Injury Leave to bond with the child. When possible, requests for child bonding leave shall be made 30 days in advance of the requested leave time and these leaves will be taken in a minimum duration of two weeks. An employee requesting bonding leave for the duration of less than two weeks will have these leave requests granted on two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee. If two bargaining unit members are parents of the child, only one is eligible for child bonding leave at a time and the twelve (12) weeks of bonding leave will be shared between the two parents.

Section 10 - Industrial Accident Leave.

- (a) Definition: "Industrial Accident," as used in this section, is defined as any accident or illness arising out of, or in the course of, the employment of the unit member which requires the unit member to be absent 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 Compensation 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 a leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of such unused amount of such leave due him/her for the same industrial accident.
- (c) The District, at District's expense, has the right 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.

- (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 Compensation 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.
- (e) Whenever a unit member goes out on industrial leave, such leave shall run concurrently with both state and federal family and medical leave.
- (f) 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.
- (g) When entitlement for industrial accident leave has been exhausted, the unit member shall be entitled, in accordance with the law, to use any sick leave, vacation or other paid leave to which he is entitled, provided that payment for such paid leave when added to any temporary disability indemnity shall result in payment to the unit member of not more than his full salary less appropriate (regularly authorized) deductions.
- (h) When all available paid leave has been exhausted and the unit member is not able to resume the duties of his position he may elect to resign or to request a leave of absence without pay or he shall be placed on a reemployment eligibility list for a period of thirty-nine (39) months.
- (i) Unit members on this leave shall not leave the State without permission of the District.

Section 11 - Judicial Leave.

- (a) Jury Leave. - Unit members shall be provided leave for regularly called jury duty. The unit

member shall submit an official copy of notice to serve as a juror, no less than ten (10) days prior to the beginning date of the leave.

The unit member, while serving jury duty, shall receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, excluding payment for meals, mileage and parking.

(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 may, in its discretion, 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 of damage to a unit member's personal property 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) Other Court Appearances.

Unit members may use personal necessity leave as provided in Section 4 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, except where the unit member is a litigant or witness for a litigant against the District. The procedures which apply to jury duty leave shall be followed. In any case in which a witness fee is payable, and on which personal necessity leave is used, such fee shall be collected by the employee and remitted to the District.

- (c) Employees are required to return to the Human Resources Office verification of attendance and times actually served. These may be cumulatively submitted at the conclusion of judicial leave.
- (d) Any employee in the bargaining unit who is required to serve on jury duty for more than four (4) hours during a workday shall be relieved from work with pay for that workday.
- (e) Any employee in the bargaining unit who is required to report to jury duty by 8:00 a.m. shall not be required to report to his/her work location prior to reporting to jury duty.

Section 12 – Other Leaves Without Pay.

- (a) Upon recommendation of the Superintendent and approval of the Governing Board, leave without compensation, increment, or seniority credit may be granted for a period of up to eighteen months for purposes of care for a member of the immediate family who is ill, long-term illness of the unit member, or other reasons authorized and approved by the Superintendent or his/her designee. Such leave may only be granted upon exhaustion of all available paid leaves of absence, including vacation and compensatory time.
- (b) The application for and granting of such leaves of absence shall be in writing. In addition, the unit member on such leave shall notify the Human Resources Office sixty (60) calendar days prior to the beginning of the unit member's scheduled work year as to an intent to return to employment in the District. Failure to so notify may be considered an abandonment of

position.

Section 13 - Military Leave. Unit members shall be granted military leave as required by law.