

## **ARTICLE IX Leaves of Absence**

### Section 1. Sick Leave:

Subd. 1. All employees shall receive fourteen (14) days of sick leave annually at the start of each school year, but only a maximum of one hundred and twenty (120) sick leave days will carry over as of June 30<sup>th</sup> of each year. Employees hired after September 30 will have sick leave prorated for that school year. Sick leave will be based on hours. Employees who work twelve (12) months will receive two (2) additional sick days.

Subd. 2. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to personal illness, injury or physical disability or illness, injury or physical disability in the immediate family which prevents their attendance at school and performance of duties on that day or days. Family members shall be identified as those individuals designated in State Statute. It will also include those in a similar relationship.

Subd. 3. The School District may require employees to furnish medical documentation from a licensed medical provider, indicating such absence was due to illness, in order to qualify for sick leave pay, for more than three (3) consecutive scheduled work days. The employee will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employees.

Subd. 6. Employees who take unpaid leave days will have their salary deducted for the time in excess of their accumulated time.

Subd. 7. Sick Leave Bank: **bring forward-discussion**

Section 2. FMLA Leave:

Subd. 1. Eligible who work one thousand (1000) or more hours shall be granted leave and benefits to which they are entitled to under the Family and Medical Leave Act (FMLA). Requests for family leave will be processed according to MN statute and federal law.

Subd. 2. An employee will have the option to use or retain personal days while out on approved FMLA leave.

Subd. 3. An employee will have the option to save up to ten (10) sick days that they have accrued for use upon return from an approved FMLA leave.

Section 3. Personal Leave:

Subd. 1. Employees will be granted three (3) personal days a year. Employees who work twelve (12) months will receive one (1) additional personal day. Employees who work twelve (12) or more days in the summer will earn additional personal time. Additional personal time will be awarded equal to one day using the average daily hours worked in the summer. Summer personal leave time will carry into the following school year. Employees who carry over sixty-one (61) days or more of sick leave into the following year, will receive one (1) additional personal day. An additional personal day (1) per year will be granted to all at the beginning of their twentieth (20) year, or more of service to the Monticello School District. Employees hired after September 30 will have personal leave prorated for that school year.

Subd. 2. All personal days will be granted upon request, but no reason for the leave has to be given.

Subd. 3. Requests for personal leave must be made in writing to the respective site administrator at least three (3) days in advance, except in the event of unforeseen circumstances.

Subd. 4. Employees with unused personal days left at the end of the year may elect to carry over up to three (3) personal days to the following year by notifying the District Office by June 1<sup>st</sup>. If the District does not receive this request, three (3) days will automatically be carried over and the employees will receive payment at the daily substitute rate for any unused days. Payment will be received on the July 15 payroll. Employees that resign from their position will not qualify for reimbursement of unused personal days that remain in their account at the end of a school year.

Subd. 5. Employees who are terminated by the District according to the Master Agreement Discipline Article will not qualify for reimbursement of unused personal days that remain in their account at the end of a school year.

Section 5. Professional Leave:

Subd. 1. Employees may be allowed to attend trainings of a professional nature. Such attendance must be cleared in advance with their site administrator. Expenses incurred are not necessarily a school responsibility.

Subd. 2. Employees will receive at least one (1) professional development day prior to the start of school for planning.

Subd. 3. Employees will receive CPR/First Aid training during their work day or will be paid their hourly rate if the training occurs outside of their work day.

Subd. 4. The District will pay a stipend of \$500.00 for completion of a three-credit course each year the employees chooses to participate in continuing education. This is a voluntary professional development option for employees. Courses of less than three semester credits would earn a reduced stipend as follows: two semester credit courses will be eligible for a \$300.00 stipend, a one semester credit course will be eligible for a \$150.00 stipend. Stipends for all other classes would be prorated based on \$500 for three semester credits. Any course offered through a university or technical school that is relevant to an employee's position would qualify. Credits must be pre-approved by the Human Resource department and decisions are not grievable. Stipends will be paid upon a transcript of course completion with a letter grade of C or higher.

Section 6. Jury Duty Leave/Subpoena Leave:

Subd. 1. A leave of absence for jury duty shall be granted to employees who are summoned to serve in such capacity. Such leave of absence shall not be deducted from the employee's sick leave.

Subd. 2. Employees serving on jury duty shall be paid their full salary. Compensation received for jury duty shall be remitted to the School District, except that the employee shall retain any mileage, meal, parking and/or room allowance paid by the court.

Subd. 3. Subd. 3: Employees subpoenaed to provide testimony or information related to their employment, based on their District position(s) to any agency, commission, board, legislative committee, arbitrator, or court shall be provided leave with pay for each day or part thereof on which the employee is required to be absent or compensation at the daily rate of pay if it is a non-work day. This section shall not apply to when an employee brings a claim against the District. The employee shall notify the Superintendent in writing of the date(s) pending absence as soon as possible after receipt of the subpoena, but in no event later than one week prior to the date(s) of absence. The employee shall reimburse the District any remuneration that may be received by the employee up to the amount of per diem salary for each day of leave for providing testimony of information.

Section 8. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making an application for child care leave shall inform the Superintendent or designee in writing of their intention to take the leave at least three (3) calendar months before commencement of the intended leave. In rare cases, when an employee may wish to revoke the request for child care leave, the Superintendent will use their discretion in making a determination to work with the employees to return to their assignment.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of the school year, end of a grading period, or the like. The availability of a substitute employee may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employees to return to their employment prior to the

date designated in the request for child care leave.

Subd. 6. Employees returning from child care leave shall be reemployed in a BI position unless previously discharged or placed on an unrequested leave.

Subd. 7. Failure of an employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employees mutually agree to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation are intended to be periods of actual service enabling the School District to have an opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which an employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. Employees who return from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. Employees shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. Employees on child care leave other than FMLA leave, are eligible to participate in School District group insurance programs as provided to them before the commencement of the leave. Employees with a sufficient combination of sick and personal days available throughout the period of the approved child care leave employees will have group insurances paid for by the School District at the rate agreed upon within the Master Agreement throughout the leave period granted. Employees with an insufficient combination of sick and personal days available for the period of the requested child care leave will pay health and dental insurance at their daily rate of (times the days approved without sick or personal leave) of the premium for the uncovered child care leave per day. Any amount due will be deducted equally from the remaining paychecks for that year.

Subd. 11. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this section.

Subd. 12. Employees on such leave shall notify the School District in writing no later than February 1<sup>st</sup> of their intent to return to their duties at the beginning of the next school term. Failure to notify the School District by February 1<sup>st</sup> will be considered a resignation from their position.

Subd. 13. Adoption Leave: The School District shall grant an adoption leave to any employees who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried employees regardless of gender. Upon proof with written verification from a valid adoption agency and learning of the date of home placement, the employees shall submit a written application for adoption leave to the School Board, including commencement date and return date. Staff will also be required to provide official documentation of pre-adoptive meetings from the appropriate agency or organization and in these instances will be granted the appropriate sick leave hours used.

Adoption leave will commence on the date of home placement or two (2) calendar weeks before commencement of home placement and may be for a period of up to one (1) year. A combined maximum of six (6) calendar weeks of accumulated sick leave may be utilized by an employee for the adoption of the child(ren), provided the leave is used preceding and or immediately following the placement of the child(ren). The staff member may only use two (2) weeks of their accumulated sick leave prior to the placement of the child(ren). If both parents are employed by the School District, they may use a combined total of up to six (6) calendar weeks leave.

Subd. 14. Paternity Leave: Employees may use up to ten (10) working days for paternity leave (paid sick hours) for the birth of a child if the sick leave is available. Sick leave used for a hospital stay prior to the birth of the child is not counted towards the ten (10) days of paternity leave. Employees may take this leave for the care of the child during the first (1st) year after birth.



Section 9. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual sick leave.

Subd. 1a. Up to three (3) days of paid leave, not to be deducted from any accumulated leave allowance, may be used by an employee for any necessary absence due to an assault which causes injury (physical or emotional) in connection with the performance of the employee's regular work duties as approved by a licensed medical provider. Any additional leave required after the first three (3) days will be covered under the District's Workers' Compensation policy, according to the State of Minnesota Workers' Compensation laws. If the assault does not qualify under the District's Workers' Compensation Policy, any additional leave will be taken from the employee's sick leave. The District will require a medical certificate from a licensed medical provider for this leave.

Subd. 2. A deduction shall be made from the employee's sick leave accrual time according to the pro rata portions of days of sick leave which is used to supplement Worker's Compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall submit their Worker's Compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence.

Section 10. Long Term Leave of Absence:

The School District may grant a leave of absence for up to three (3) years to employees upon the recommendation of the Superintendent.. Final decision in granting such leave of absence will rest solely with the School District and is not subject to the Grievance Procedure. All requests for long term leaves of absence should be submitted in writing and shall include the following:

1. Reason for such request.
- 2.. The dates of the leave.

Employees on a leave of absence without pay will not earn a position on the salary schedule or accumulate sick leave and other benefits. If the employee wishes to participate in the group insurance programs, 100% of the premiums will be paid in advance each month by the employee if permitted under the policy provisions.

An employee on a year long leave of absence must signify in writing before February 1<sup>st</sup>, their intent to return to their duties at the opening of the next school term. Failure to signify such intent will cancel leave of absence and the employee shall forfeit any right or claims to their former position. Failure to notify the School District by February 1<sup>st</sup> will be considered a resignation from their position.

Upon returning from leave, an employee shall be placed at the same or like position, maintain their seniority and shall be placed on a salary pursuant to the salary schedule and shall maintain the same fringe benefits when the leave commenced unless otherwise determined by the School District.

Section 11. E-Learning Days: On E-Learning Days employees must be allowed to work from home to the extent practicable. Employees will work with their site administrator to determine duties on E-Learning Days.

Section 12: School Closures: Employees will be paid their full wages for scheduled work hours and benefits for full or partial day closures, if the district counts that day as an instructional day for any students in the district.