

ARTICLE 5

LEAVES

1. Sick Leave

- 1.1. Sick leave with full pay shall be granted under the conditions set forth below to employees who are absent on workdays because of illness or injury. Sick leave may be taken in one quarter (1/4) hour ~~(one-eighth day)~~ units.
- 1.2. For each month or major fraction of a month a full-time employee works, the employee shall accrue one day of sick leave. Each employee who works a full year of service shall accrue one additional day of sick leave. For any fiscal year in which an employee serves less than a full work year, the employee shall be entitled to that proportion of one day of sick leave as the number of months served bears to the number of months in the employee's full work year, except that such proportion shall be rounded-off in one quarter (1/4) hour ~~(one-eighth day)~~ units.
- 1.3. Sick leave is credited to the employee's account in advance of accrual. At the beginning of each fiscal year, the employee will be credited with the amount of sick leave accrual for that fiscal year.
- 1.4. Accrued sick leave, which is unused, shall be accumulated from year to year without limit.
- 1.5. The amount of sick leave an employee may use at any one time is the total amount credited to the employee's account at that time, whether or not it has actually been accrued.
- 1.6. An employee who is terminating employment will reimburse the District ~~(deductions will be made from their final pay warrant)~~ for use of sick leave in excess of accrual. Deductions will be made from their final pay warrant or by request for reimbursement payable to the District.
- 1.7. The District reserves the right to require an employee to furnish appropriate medical documentation of illness or injury after three (3) consecutive days of an illness or injury absence. When a pattern of sick leave abuse can be shown by the District, the District may ask for proof of illness or injury regardless of the duration of the illness or injury absence. Prior to the initial request for such proof, the District shall issue a letter to any employee suspected of sick leave abuse that a request for proof of illness or injury will be requested in the future. A signed Report of Absence form shall be provided by the employee for each use of sick leave.
- 1.8. An employee who is entitled to temporary disability indemnity under the Worker's Compensation law may elect to take accumulated sick leave or accumulated

vacation after accumulated sick leave becomes exhausted, which when added to disability indemnity will result in a payment of full salary or wage less appropriate deductions. When a District employee is entitled to pay under the Worker's Compensation law and is at the same time entitled to regular sick leave pay under this Article, in no case shall the total pay equal more than the normal salary of the employee.

The District shall have the right to adjust its sick leave pay so as to pay the difference between the amount paid under the Worker's Compensation law and the normal salary of the employee. The accrued balance of sick leave shall be reduced in proportion to the amount used under this provision. The employee shall be notified of the adjustment.

- 1.9. An employee who has taken sick leave may be required by the District, upon return and before assuming job responsibilities, to submit to the Personnel Services Department a written release from the doctor or hospital where the treatment occurred. The District may require a physical or psychiatric examination of the employee before returning to work; such examination shall be conducted by a District-designated physician or psychiatrist at the District's cost.
- 1.10. Employees hired in summer school assignments shall earn sick leave on a pro-rated basis. Summer school employees may utilize during the summer school session for any sick leave accumulated during the regular school year.
- 1.11. Employees have the right to request information regarding the status of their sick leave accounts and receive the information requested within five (5) working days. The balances provided will be as of the last working day of the prior month.
- 1.12. An employee who is absent from his/her duties on account of illness or injury for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, shall be paid the amount, if any, indicated by whichever of the following is applicable:
 - 1.12.1. If a substitute is employed to fill the employee's position, the employee shall be paid whichever of the following is greater:
 - 1.12.1.1. Permanent employees cannot be defined as a substitute and short-term employees, and shall not be part of the classified service.
 - 1.12.1.2. The difference between the regular salary and Step A of the applicable salary range.
 - 1.12.1.3. The difference between the regular salary and the salary paid to the substitute.

1.12.2. If no substitute is employed to fill the employee's position, the employee shall be paid the regular salary.

1.13. The five-month period referred to above commences when the employee is first absent from duty on account of the illness or accident, and runs consecutively with other paid leaves, including regular sick leave and vacation, except that, if the absence is due to an industrial accident, the five-month period commences on the first day after the industrial accident leave has been exhausted.

1.14. When all paid or unpaid leaves of absence have been exhausted, an employee shall be separated and be placed on a reemployment list for the class for which leave was granted for a period not to exceed thirty-nine (39) months. In lieu of separation, the employee may elect to request a leave of absence without pay pursuant to Section 5 of this Article or to apply for retirement, if eligible.

1.15. **Catastrophic Leave** - Donation of Vacation/Sick Leave:

1.15.1. On a case-by-case basis and with mutual agreement between the Association and the District, any bargaining unit member may donate a minimum of two (2) hours and a maximum of five (5) days 40 hours, provided they have an equivalent of eighty (80) hours of earned sick and/or vacation leave accumulated, to another bargaining unit member who has suffered a catastrophic long-term, non-industrial related illness or injury as defined by Ed Code and who has exhausted all fully paid leaves. The employee suffering from such illness or injury or who has an immediate family member suffering from such must request, in writing, donations of sick leave or vacation from bargaining unit members only, through the Personnel Office. Requests shall be made prior to the exhaustion of all fully paid leave. Donation of sick leave or vacation will not be retroactive.

1.15.2. The Personnel Office will send out notification of the request for donations of sick leave or vacation. The request will be sent for posting on all CSEA bulletin boards, and the CSEA President notified of the request. All donations of sick leave or vacation will be voluntary, with no personal solicitation of donors allowed. The names of any bargaining unit members donating sick leave or vacation under this provision will not be made public.

1.15.3. Only bargaining unit members who have a minimum of ~~fifteen (15)~~ **days (120 eighty hours (80))** of accumulated sick leave or vacation remaining after donating five (5) days (40 hours) of leave under this provision will be permitted to participate in this program. Employees eligible to donate

leave will do so on a District approved form and must submit that form to the Personnel Office.

- 1.15.4. The maximum number of sick leave or vacation that may be donated to any one person requesting donations under this provision will be equivalent to sixty-five (65) days.

- 1.15.5. **Receiving Catastrophic Leave**

Donated sick leave or vacation will be utilized for the specified employee in the following manner:

- 1.15.5.1. Donated sick leave or vacation will be assigned a usage number. The first donated sick leave or vacation received by the Personnel Office will be the first sick leave or vacation used by the beneficiary. As sick leave or vacation is used by the unit member requesting it, the leave time will be charged against the unit member donating the leave or vacation.

- 1.15.5.2. If the employee returns to work prior to using all donated days, unused sick leave or vacation will be returned to the bargaining unit member donating the sick leave.

- 1.15.6. Up to an additional twenty (20) days 160 hours may be requested by the affected member or his/her immediate family, on a form provided by the Personnel Office. In this case, Section ~~1~~ **1.15.1** procedures will be put into effect.

- 1.15.7. When all paid or unpaid leaves of absence have been exhausted, an employee shall be separated and placed on a reemployment list for the class for which leave was granted for a period not to exceed thirty-nine (39) months. In lieu of separation, the employee may elect to request a leave of absence without pay pursuant to Section 5 of this Article or to apply for retirement, if eligible. The District shall notify the employee of his/her placement thereon.

2. Pregnancy Leave

Upon the written request of the employee, pregnancy leave of absence shall be granted to an employee who is required to be absent from her duties because of disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, subject to the provisions hereinafter set forth:

- 2.1. Pregnancy leave of absence shall be chargeable to the sick leave account of the employee.

- 2.2. As soon as the pregnancy is confirmed, the employee shall provide the Personnel Office a statement from her physician on a District form stating the estimated date of delivery, stating that the employee is physically capable of continuing to perform her duties, and stating up to what date, in the opinion of the physician, the employee is physically capable of performing her duties. During the course of her pregnancy, the employee may be required periodically to provide additional statements from her physician verifying this information.
- 2.3. Ordinarily, an employee is expected to continue to perform her duties until her physician certifies that she is physically incapable of performing her duties. If the employee wishes to cease performing her duties at an earlier date, she may request a personal leave without pay pursuant to Section 5 of this Article to be effective immediately prior to the pregnancy leave.
- 2.4. The employee requesting a pregnancy leave shall specify in writing the date on which she wishes to commence the leave and the date on which she wishes to return to employment following termination of pregnancy. Such requests shall be consistent with the provisions of this Article.
- 2.5. The District shall have the right to require the employee who desires to return to employment on a specified date to provide a statement from her physician on a District form stating that she is physically capable of resuming the performance of her duties on said specified date.
- 2.6. Ordinarily, an employee is expected to resume her duties as soon after the termination of pregnancy as her physician certifies that she is physically capable of resuming the performance of her duties. If the employee does not wish to resume her duties until a later date, she may request a personal leave without pay pursuant to Section 5 of this Article to be effective immediately following the pregnancy leave.
- 2.7. When pregnancy leave has been granted, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the District.

3. Industrial Accident Leave

Definition: "Industrial accident," as used in this Article, is defined as any illness or injury arising directly out of the employment of the employee, which forces the employee to absent himself/herself from work upon the advice of a physician. The determination of whether an illness or injury results from an industrial accident shall be made by the District after a review of reports made by the appropriate medical care providers, the employee, and the supervisor.

- 3.1. Industrial accident leave shall be granted only to employees with ~~thirty (30)~~

~~days six (6) months~~ or more ~~full-years-of~~ continuous service in the District.

- 3.2. Industrial accident leave with full pay shall be allowed for up to sixty (60) working days for illness or injury caused by any given industrial accident. When such a leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same industrial accident.
- 3.3. During an industrial accident leave, the employee shall endorse to the District all temporary disability indemnity checks received under the provisions of the Worker's Compensation law.
- 3.4. An employee receiving benefits as a result of this Article shall, during periods of illness or injury, remain within the State of California unless the Board of Education authorizes travel outside the State.
- 3.5. The District reserves the right to require an employee to furnish proof from a physician of cause and necessity of absence during an industrial accident leave.
- 3.6. When entitlement for industrial accident leave has been exhausted, the employee may elect to use any sick leave, holidays, vacation, or other paid leave to which the employee is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the employee of not more than full salary less appropriate deductions.
- 3.7. When all available paid leaves have been exhausted, and the employee is not able to resume the duties of his/her position following an industrial accident or industrial illness, the employee may elect to request a leave of absence without pay pursuant to Section 5 of this Article for the remainder of the **school fiscal** year in which the leave occurs. An employee who has exhausted all leaves, paid or unpaid, and who is still unable to resume his/her duties shall be separated and placed on a reemployment eligibility list for a period of thirty-nine (39) months. The District shall notify the employee of his/her placement thereon.
- 3.8. When the employee is medically able to resume the duties of his/her position, the employee shall notify the District and present appropriate proof of his/her fitness to return to normal work duties. After receipt of such notification and verification of fitness, the District shall recall the employee to the first vacant position in the employee's class or in any lower class in which they are qualified if such vacancy occurs within the prescribed thirty-nine (39) month period.
- 3.9. ~~"Industrial accident," as used in this Article, is defined as any illness or injury arising directly out of the employment of the employee, which forces the employee to absent himself/herself from work upon the advice of a physician. The determination of whether an illness or injury results from an industrial accident shall be made by the District after a review of reports made by the appropriate medical care providers, the employee, and the supervisor.~~

4. Bereavement Leave

- 4.1. Leave with full pay shall be allowed not exceeding three (3) days, or five (5) days if out of state travel or one-way travel exceeding two-hundred and fifty (250) miles is required, for each period of bereavement. An additional two days may be provided for an employee who provides documentation that they are an immediate caregiver and/or proof of legal guardianship of the deceased. Bereavement leave shall be used before personal necessity leave is used for purposes of bereavement.

For those unit members who are not eligible for 5 days of bereavement leave, they may request an additional two (2) days of leave for purposes of bereavement which shall be deducted at the member's direction from their accrued and available regular sick leave, vacation, or compensatory time balance. If no paid leave is available, the additional two (2) days of bereavement leave shall be unpaid. Such additional leave must be requested and used within three (3) months of the death giving rise to the request.

A report of absence signed by the employee shall be required by the District. The District reserves the right to require an employee to furnish appropriate proof of death and the relationship of the deceased to the employee or spouse when called upon to do so.

- 4.2. "Immediate family," as used in this Section, is defined as the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepmother, stepmother-in-law, stepfather, stepfather-in-law, stepson, stepdaughter, legal foster child, registered domestic partner, or any relative living in the immediate household of the employee.

5. Personal Leave without Pay

All leaves must be submitted in writing and approved in advance through the office of Personnel Services.

- 5.1. An employee may be granted up to **22 days** of personal leave without pay for any reason at the discretion of The Assistant Superintendent of Personnel Services or their designee.
- 5.2. An employee requesting more than **22 days** of personal leave without pay for any reason must submit the request to the Assistant Superintendent of Personnel Services or their designee and receive approval from the Board of Education.

6. Personal Necessity Leave

6.1. An employee shall be placed on personal necessity leave within the limits and conditions set forth below because of any of the following emergencies:

6.1.1. The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in Section 4 of this Article.

6.1.2. An accident involving the employee's person, not otherwise chargeable to sick leave or industrial accident leave. Such accidents must (a) be serious in nature, (b) involve circumstances the employee cannot reasonably be expected to disregard, and (c) require the attention of the employee during assigned hours of service.

6.1.3. An accident involving the employee's property or the person or property of a member of the employee's immediate family. Such accident must (a) be serious in nature, (b) involve circumstances the employee cannot reasonably be expected to disregard, and (c) require the attention of the employee during assigned hours of service.

6.1.4. The illness or injury of a member of the employee's immediate family when the illness or injury constitutes:

6.1.4.1. A serious illness which is any illness or injury involving major surgery or imminent death or which requires hospitalization; or

6.1.4.2. A situation arising from the sudden illness or injury of a member of the employee's immediate family, where the time element is such that the employee must leave from work to determine if the illness or injury constitutes a serious illness as defined in Section 6.1.4.1 of this Article. No more than the actual and necessary amount of leave time required to make this determination shall be allowed for each situation, and in no case shall it exceed one day.

6.1.5. The birth of an employee's child for a period not to exceed three days when the child is born outside a hospital, and the spouse and child are not hospitalized. If the spouse or the child is subsequently hospitalized due to complications or illness, the absence shall be treated the same as any other hospitalization of an immediate family member. **Any combination of absences under this Article shall be limited to seven (7) days as provided for in Section 6.2.1 6.1.9 of this Article.**

- 6.1.6. Unforeseen emergency needs on the part of the employee to attend to the care of: **a spouse**, his or her minor child; or mother, father, mother-in-law, or father-in-law, who is unable to care for himself/herself and is totally dependent upon the employee for care. No more than the actual and necessary amount of leave time shall be allowed for each emergency, and in no case shall it exceed one day.
- 6.1.7. The appearance of the employee in court as a litigant.
- 6.1.8. An appearance of the employee as a witness under an official governmental order for which salary is not allowed under Section 10 of this Article, provided that:
 - 6.1.8.1. Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified by the clerk or other authorized officer of a court or other governmental jurisdiction; and
 - 6.1.8.2. In any case, in which a witness fee is payable, such fee shall be collected by the employee and remitted to the District Accounting Office.
- 6.1.9. Personal necessity leave ~~and personal necessity leave pay are~~ is subject to the following limits and conditions:
 - 6.1.9.1. The total number of days allowed in one **school fiscal** year for such leave or leaves shall not exceed seven (7) days, two (2) of which include personal necessity days to be granted for any legitimate reason or emergency not covered in Section 6.1 and not subject to explanation. Any personal necessity leave attached to a holiday, vacation day, or other scheduled day off is subject to prior approval of at least one workday by the immediate supervisor.
 - 6.1.9.2. The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the employee is entitled under Section 1 of this Article.
 - 6.1.9.3. The leave may be taken in one-**quarter (1/4)** hour ~~(one-eighth-day)~~ units.
 - 6.1.9.4. The employee must return to work in cases where it is not necessary to be absent the entire day.

6.1.9.5. The employee shall be required to sign, on a **Report of Absence (ROA)** form provided, a statement that such absence was due to an emergency and indicate fully the nature of such emergency.

6.1.9.6. The District reserves the right to require the employee to furnish evidence of the emergency; the District may take whatever steps it deems necessary to satisfy itself that an emergency within the limits of Section 6 of this Article did exist.

6.1.10. "Immediate family", as used in this Section, is defined as the mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepmother, stepmother-in-law, stepfather, stepfather-in-law, stepson, stepdaughter, legal foster child, registered domestic partner or any relative living in the immediate household of the employee.

7. Jury Duty

7.1. An employee may be absent from duty without loss of salary in order to serve as a trial juror. If he/she is released from said service prior to 12:30 p.m. on any given day of jury duty absence, he/she shall return to District service for the remainder, if any, of their daily work shift. An official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted by the employee.

7.2. Employees shall receive the difference between his/her wages and the jury fees during the time the employee is on jury duty. Any employee in the bargaining unit whose assigned shift commences at 6:00 p.m. or after and is required to serve as a trial juror more than one-half of the day may be relieved for their entire shift, but in no case shall be required to work more than one-half of the assigned shift. Any work performed after 6:00 p.m. shall be compensated at the overtime rate in accordance with Article 4.5.

8. Military Leave

8.1. An employee who is inducted, enlists, or is otherwise ordered to active military duty in the armed forces of the United States or of the National Guard or of the Naval Militia shall be entitled to the following:

8.1.1. A leave of absence without pay for a period of time which shall extend no longer than six (6) months from the earliest date the employee could voluntarily separate from active service. At the conclusion of the said leave, an employee who was honorably separated from the service shall

have the right to return to the position within the District held at the time of entrance into the service.

- 8.1.2. Regular salary for the first thirty (30) calendar days of absence provided the employee has been employed by the District for at least one full year immediately prior to the date on which the military leave begins.
- 8.1.3. Continuity of service, meaning the right to advance on the salary schedule as if the time spent on active military duty was, in fact, spent working for the District. **Seniority will also not be affected due to military duty.**
- 8.2. Sick leave and vacation benefits shall not accrue to an employee on active military duty.
- 8.3. Time spent on active military duty, although considered as continuous employment for salary advancement purposes, shall not count toward the completion of a probationary period.
- 8.4. An employee on military leave shall be entitled to retirement benefits prescribed by the retirement system in which membership is held if any.
- 8.5. An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia shall be entitled to a temporary military leave of absence for not to exceed one-hundred and eighty (180) calendar days while engaged in active military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity. During such temporary military leave, the above provisions shall apply, except that if the employee has been employed by the District for at least one full year immediately prior to the date on which temporary military leave begins, sick leave and vacation benefits shall accrue as though the employee were working in the District.
- 8.6. The term "position" as used in Section 8.1.1 above refers to a position classification, such as Bus Driver, Custodian, Maintenance Painter, etc.; it does not refer to any given work location or shift.

9. Miscellaneous Leave Provisions

- 9.1. Time spent on leaves of absence with pay shall count toward salary step advancement, for employee benefit accrual, and shall be considered part of the probationary period except as otherwise provided.

- 9.2. Time spent on leaves of absence without pay shall not count toward salary step advancement, employee benefit accrual, nor shall be considered part of the probationary period except as otherwise provided.
- 9.3. A leave of absence granted to a probationary employee shall not affect the continuity of service required for permanency, nor shall it affect the status of permanent employees.
- 9.4. Leaves shall not exceed one year in duration, except as otherwise provided, although extensions may be granted at the discretion of the Board of Education.

10. Leave of Absence to Attend Court

- 10.1. A leave of absence shall be granted to an employee for attendance at court, other than jury duty, for issues growing directly out of the employee's functions, knowledge, or responsibilities as a school district employee. Such leave shall be with pay up to the amount of the difference between the employee's regular earnings and any amount received for witness fees, provided that the absence is approved in writing by the Superintendent or designee within ten (10) days of the absence.

11. Holidays

- ~~11.1. Permanent and probationary employees shall be granted fifteen (15) paid holidays provided they are on a paid status during any portion of the working day immediately preceding or succeeding the designated holiday.~~
- ~~11.2. Employees who are not normally assigned to duty during the Fall, Winter and Spring recess shall be paid for any holidays occurring therein provided they were on a paid status during any portion of the working day of their regular assignment immediately preceding or succeeding the Fall, Winter, and Spring recess.~~
- ~~11.3. Employees whose regular workweek is other than Monday through Friday and as a result thereof lost a holiday to which they would otherwise be entitled shall be provided a substitute holiday determined by their department head.~~
- ~~11.4. If a holiday is appointed by the President of the United States by Executive Order, or by the Governor of the State of California, and if the proclamation establishing such holiday orders school closed, such holiday shall be in addition to other negotiated holidays for the school year in which such holiday is observed. Such a holiday shall not be carried over to the next school year as an additional holiday unless such appointment by the Governor of the State of California or the President of the United States causes schools to be closed on a recurring basis.~~

12. Vacation

~~12.1. Members of the bargaining unit shall earn vacation in accordance with the following schedule:~~

- ~~12.1.1. From the first (1st) year through the completion of the sixth (6th) year of service, vacation shall be accrued at the rate of 1.00 day of vacation for each full month of paid service for a maximum yearly accrual of twelve (12) days.~~
- ~~12.1.2. Commencing with the seventh (7th) year through the completion of the eleventh (11th) year of service, vacation time shall be accrued at the rate of 1.333 days of vacation for each full month of paid service for a maximum yearly accrual of sixteen (16) days.~~
- ~~12.1.3. Commencing with the twelfth (12th) year through the completion of the seventeenth (17th) year of service, vacation time shall be accrued at the rate of 1.50 days of vacation for each full month of paid service for a maximum yearly accrual of eighteen (18) days.~~
- ~~12.1.4. Commencing with the eighteenth (18th) year through the completion of the twentieth (20th) year of service, vacation time shall be accrued at the rate of 1.667 days of vacation for each full month of paid service for a maximum yearly accrual of twenty (20) days.~~
- ~~12.1.5. Commencing with the twenty-first (21st) year through the completion of the twenty-fifth (25th) year of service, vacation time shall be accrued at the rate of 1.833 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-two (22) days.~~
- ~~12.1.6. Commencing with the twenty-sixth (26th) year of service, through the completion of the thirtieth (30th) year of service, vacation time shall be accrued at the rate of 2.0 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-four (24) days.~~
- ~~12.1.7. Commencing with the thirty-first (31st) year of service, vacation time shall be accrued at the rate of 2.25 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-seven (27) days.~~

~~12.2. Use of vacation leave is subject to the approval of the immediate supervisor or department head, who shall make a concerted effort whenever practicable. Vacation requests shall not be arbitrarily denied or designated by the immediate supervisor or department head. Use of vacation may be designated by the department head to coincide with school recess schedules. An employee may~~

~~elect to request such vacation on a voluntary basis to coincide with school recess schedules. Staff development days negotiated by teachers shall be used as service days for classified employees and not be considered a school recess. Except in cases of extreme emergency, the department head shall notify affected staff members of the designation of vacation leave no less than seven (7) calendar days in advance of the date the leave is to commence.~~

~~If the employee is not permitted to take vacation leave in the year in which it is earned, it shall accumulate for use in the following year.~~

~~The District each year may require that employees with total accrued vacation exceeding 320 hours be compensated in cash for vacation, and schedule annual vacations so as to use each year's accrual by the close of the fiscal year until the total accrued vacation is under the threshold of 320 hours. Requests to accrue a higher balance shall be handled on a case-by-case basis, and the employee must receive prior approval from the Assistant Superintendent of Personnel.~~

~~12.3. Upon separation, permanent employees with more than six (6) months of service shall be compensated for all accrued vacation that is not used.~~

~~12.4. When an employee is on paid vacation during a period in which he/she would otherwise be scheduled by the department head to work, and a situation occurs which would normally qualify all or part of the period of absence as sick leave, personal necessity leave, bereavement leave, or any other leave with pay, these portions of the employee's absence may be considered as such and charged to the appropriate leave, rather than to vacation leave. The employee shall be responsible for reporting such a situation to the department head as soon as it occurs. The employee shall also be responsible for providing whatever substantiation is required by the provisions of the applicable leave section of this Agreement.~~

13. 11. Family Medical and Leave Act

13.1. The District is covered by the provisions of the Federal Family Medical and Leave Act (FMLA) and the California Family Rights Act (CFRA). Unit members eligible under such Acts and for Paid Family Leave in accordance with the provisions of SB1661 shall be provided the rights and benefits mandated by such Acts. In accordance with such Acts, the District may require an eligible employee to supply the appropriate medical certification and additional medical opinions.

13.2. FMLA and CFRA leave may be used for:

13.2.1. Birth or placement for adoption or foster care of a child or to care for a child;

13.2.2. Care for child, spouse, or parent with a serious health condition;

13.2.3. A serious health condition that makes an employee unable to perform functions of the employee's position. However, under CFRA, this does not include disability due to pregnancy, childbirth, or related medical conditions.

13.3. The maximum leave time which may be taken for any combination of the above reasons is 12 workweeks in any twelve (12) month period. The twelve (12) month period is measured forward from the date an employee first uses such leave. Subsequent twelve (12) month leave periods begin the first time such leave is taken after the completion of any previous twelve (12) month period.

13.4. Leaves under FMLA and CFRA are unpaid. The District shall require an eligible employee to use vacation time or any other paid personal time off concurrently with the running of FMLA or CFRA leave, except paid sick leave may not be so used for the serious health condition of a child, spouse, or parent unless the unit member agrees.

14. Effective January 1, 2017, as provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.

14.1. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.

14.2. Unit members shall use current and accumulated sick leave for parental leave for up to 12 workweeks.

14.3. When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to substitute differential pay for the remainder of the 12-week leave. Substitute differential pay for purposes of parental leave means the difference between the unit member's regular salary and (1) the amount paid to a substitute employed to replace the unit member or (2) if no substitute is employed, the amount that would have been paid to a substitute had a substitute been employed to replace the unit member.

14.4. When the need for parental leave is foreseeable, the unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. In all other cases, the unit

member must give the District as much advance notice of the need for parental leave as practicable under the circumstances.

- 14.5. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.
- 14.6. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

Reproductive Loss Leave

- ~~1. An employee shall be entitled up to five (5) days of leave following the day of the reproductive loss event, or the final day of a reproductive loss event for a multiple day event. Any employee who would have been a parent if the reproductive event had been successful is entitle to this leave.~~
 - ~~2. The leave must be taken within three (3) months from the event.~~
 - ~~3. If an employee experiences more than one event in a twelve (12) month period, they are entitled to up to twenty (20) days of leave in one fiscal year.~~
 - ~~4. If an employee does not have any available paid leave (compensatory time, personal necessity, sick leave, or vacation), they may take unpaid leave.~~
 - ~~5. An employee's request for reproductive loss leave is confidential and shall not be disclosed except to internal personnel or counsel, as necessary or as required by law.~~
 - ~~6. The days of reproductive loss leave are not required to be used consecutively.~~
- 1. The District will provide all unit members with up to five (5) paid days leave for each reproductive loss event. Unit members may take leave following their own reproductive loss event or that of a partner.**
 - 2. Reproductive Loss Leave shall include failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful medically assisted reproduction.**

- 3. Unit members may take their leave days consecutively or break them up over a longer period, so long as the leave is completed within three (3) months of the event.**
- 4. Days will be deducted from any [vacation, personal leave, accrued and available sick leave or compensatory time off that is otherwise available](#) to the unit member.**
- 5. Unit members are limited to a maximum of twenty (20) days of Reproductive Loss Leave per fiscal year.**