

1 **ARTICLE 12 - LEAVE PROVISIONS**

2 **12.1** The benefits which are expressly provided by this Article are the sole leave benefits
3 which are a part of this Agreement. It is agreed that other statutory or regulatory leave
4 benefits are not incorporated, directly or impliedly, into this Agreement, nor are such
5 benefits subject to the grievance procedure, Article 4.

6 **12.1.1** - A "day" as used in this Article shall mean a working day.

7 **12.1.2 - Proration of benefits** - All leaves in this Section shall be prorated based on
8 a full time assignment, "A" work year.

9 **12.1.3 - Immediate Family Defined** - For purposes of Article 12, immediate family
10 member shall be limited to grandparent, parent, sibling, spouse, domestic partner,
11 child, grandchild, including in-laws and any relative or designated person as defined
12 below of the unit member. In the case of extenuating circumstances, the unit member
13 may request approval with the Human Resources Division.

14 a. "Designated person" means any individual related by blood or whose
15 association with the employee is the equivalent of a family relationship. The
16 designated person may be identified by the employee at the time the
17 employee requests the leave. Employees are limited to one designated
18 person per 12-month period for family care and medical leave.

19 **12.1.4 - Notification of Absence** - Unit members are required to notify their
20 supervisors using the District's current absence management system when they are
21 to be absent. If the absence is to be longer than one (1) day, subsequent notification
22 for each day's absence is required unless the duration of the absence can be stated
23 at the time of the notification. Such notification should be made at least two (2) hours
24 before work, if possible, but must be made by the beginning of that unit member's
25 workday. If a unit member must leave after the start of their shift, the unit member
26 shall enter the absence in the current absence management system prior to leaving.

27 **12.2 Sick and Injury Leave** - Full time unit members accrue twelve (12) days sick leave
28 per year. Unit members working less than a full time "A" work year will be prorated in
29 accordance with 12.1.2. In addition, all unit members regardless of their work year shall
30 receive an additional two (2) days sick leave based on the workday. Sick leave for all unit
31 members will be accounted for on an hourly basis. The amount of sick leave a unit member
32 may use at any time is the total amount credited to his/her account, whether or not it has
33 been earned. Sick leave is annually credited to the unit member's account in advance at
34 the beginning of the unit member's work year. A unit member on a continuing long term

1 absence will have the current years sick leave credited to their account on the first day they
2 return from long term leave. If they are unable to return from long term leave, then they
3 will be credited for that portion which has been earned at the end of their long term leave.

4 **12.2.1 - New Unit Member Restriction** - No newly hired probationary unit member
5 shall be allowed to take sick leave in excess of the number of actual days earned
6 during their first six (6) months of employment.

7 **12.2.2 – Use of Sick Leave** - Sick leave is accumulative with no maximum limit set.
8 Unit members may use sick leave for illness or disabling conditions, to visit a doctor,
9 dentist, chiropractor, recognized religious practitioner, or optometrist. Appointments
10 should be made, when possible, at the close of the school day or after regular working
11 hours.

12 a. A unit member may use his/her credited sick leave anytime during the year;

13 b. Unit members who work summer school may utilize any sick leave accumulated
14 to date;

15 c. Sick leave used by a unit member will be charged in one (1) minute increments.

16 **12.2.3 - Overuse of Sick Leave** - A unit member must reimburse the District for any
17 over-use of sick leave in accordance with Article 6.3.2. When a unit member
18 terminates his/her employment with the District, he/she must reimburse the District for
19 any overuse of unearned sick leave. A deduction will be made from the unit member's
20 last pay warrant. If such deduction does not cover the amount due to the District, then
21 the unit member will be required to pay any owed amount.

22 **12.2.5 - Reasonable Health Standard** - The District reserves the right to adopt
23 reasonable health standards as conditions of employment or the continuation thereof,
24 which in the District's judgment, may be necessary to insure the health, safety, and
25 instruction and welfare of students. The Superintendent or Assistant Superintendent,
26 Human Resources, may, when in the District's opinion a unit member's absenteeism
27 rate is such as to affect the learning and the welfare of students concerned and/or job
28 performance of the unit member, require such unit member to provide a written report
29 from a medical doctor verifying the nature and the degree of the illness and also
30 indicating that the unit member is able to assume full responsibilities and duties of
31 his/her assigned position. When a doctor's statement, off-work order, and/or release
32 is requested, the unit member must comply, or his/her salary will be subject to full
33 deduction.

34 **12.2.6 - Sick Leave Exceeds Five (5) Days** - If the illness or injury exceeds five (5)

consecutive days, an off-work-order from a certified medical specialist will be required. The District will make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury and to report such findings to the Superintendent or designee. 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.

- a. Medical release to return** - If the illness or injury exceeds five (5) consecutive days, the unit member will need to submit a medical release in order to return to work.

12.2.7 - Long Term Illness or Accident Leave - When a unit member has exhausted all earned sick leave as provided for in Section 12.2 or 12.7 of this Article and is absent due to a long-term illness or accident, the unit member shall be granted an additional non-accumulated long term sick leave, not to exceed one-hundred (100) days per illness or injury. Under no circumstance may an employee exceed one-hundred (100) days long term illness or injury leave per school year. The conditions for this leave are as follows:

- a.** Long-term illness leave shall be paid at fifty-percent (50%) of the unit member's regular rate of pay;
- b.** The unit member shall be required to submit an attending physician's verification of illness and off-work order in order to receive long term illness leave. Periodic medical reports may be required during the period of long term illness leave. Receipt of benefits under this Section (12.2.7), may be conditioned upon certification of disability from a District appointed physician;
- c.** While on paid leave, the unit member shall continue receiving benefits as he/she did prior to the leave.

12.2.8 - Use of Vacation for Sick Leave - A unit member may use accumulated vacation time as sick leave upon written request to, and with the approval of, the Assistant Superintendent, Human Resources or designee.

For unit members who accumulate vacation time, upon written request, the District will coordinate a unit member's accumulated earned vacation time with the half-time sick leave benefit to keep the unit member in a full pay status until all vacation is exhausted.

If a unit member is unable to return to work upon the exhaustion of all paid leave,

he/she will be placed on the 39 Month Rehire list. (Accumulated vacation leave will be paid according to Article 13.10).

12.2.9 - Medical Examination - The District may require that the unit member submit to a physical examination by a qualified medical doctor that is selected by the District. The cost of such examination will be paid by the District.

12.3 Personal Necessity Leave (Charged to Sick Leave) - Leave which is credited under 12.2 (sick leave) of this Article may be used for purposes of personal necessity provided that use of such leave does not exceed seven (7) days in any school year or the amount of sick leave to which the unit member is entitled.

12.3.1 - Limitation for purposes of this provision, personal necessity shall be limited to:

- a. **Death or serious illness** of a member of the unit member's immediate family as defined in 12.1.3;
- b. **An accident**, which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family as defined in 12.1.3;
- c. **Other personal necessities** such as "acts of God" (flood, snowbound, earthquakes), or other items allowed at the discretion of the Superintendent or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or vacation period, or for matters which can be taken care of outside the work hours, or for recreational activities;
- d. **Parent conference** - Unit members with school age children may attend, during their regular work day, parent conferences and/or regularly scheduled school activities such as awards assemblies, I.E.P. meetings, academic decathlons, graduations, and academic field trips in accordance with the provisions of AB 2590, effective September 1, 1994, not to exceed eight (8) hours a month and forty (40) hours a year.
For the purposes of this Article, "regularly scheduled school activities" shall not include recreational field trips such as camping and theme park trips; or extra-curricular activities such as sporting events, tournaments, post-secondary or university activities, proms and school dances, pep rallies, parades, school parties, or carnivals.
- e. **Personal Business** - Unit members may not use more than three (3) annual

1 of the seven (7) personal necessity days for personal business.
2 Determination of what constitutes personal business for a given unit
3 member shall be the responsibility of the unit member. Such leave shall not
4 be used for any of the following purposes:

- 5 1. Recreation.
- 6 2. Engaging in other employment, including self-employment, either
7 directly or indirectly.
- 8 3. Any illegal activity.

9 **12.3.2 - Prior authorization** - Before the utilization of personal necessity leave, a unit
10 member shall obtain prior approval, by utilizing the District's current absence
11 management system, from the Superintendent or designee, except for cases of death
12 and accident. In the case of death or accident, the unit member shall make every
13 effort to comply with District procedures to enable the District to secure a substitute.

14 **12.3.3 - Vacation or Leave** - Personal necessity leave shall not be granted during a
15 scheduled vacation or other leave of absence.

16 **12.3.4 - Certification of Supervisor** - Payment of such absence shall be made only
17 upon certification by the unit member's administrator or supervisor that the absence
18 was due to a situation designated as a personal necessity within the meaning of this
19 Article.

20 **12.4 Bereavement Leave** - Upon the death of any member of his/her immediate family, **as**
21 defined in 12.1.3, including nieces and nephews, unit members shall be entitled to
22 five (5) days leave of absence, without loss of salary.

23 **12.4.1** - Bereavement leave shall be completed within three months of the date of
24 death of the family member. In the case extenuating circumstances, the unit member
25 may request an extension of the three-month time period with the Human Resources
26 Division.

27 **12.4.2 - Proof of relationship** - A unit member may be required to provide evidence
28 of his/her relationship to the deceased.

29 **12.5 Family Illness Leave** (Charged to Sick Leave) - Absence for the following reasons is
30 allowed without pay loss under the following conditions:

31 **12.5.1** - Unit member is providing care for a member of his/her immediate family.

32 **12.5.2** - Upon request by the Superintendent or designee, a unit member shall supply
33 the District, on a form supplied by the District, a note from a medical doctor verifying
34 the use of family illness leave.

- 1 **12.6 Leave for Pregnancy Disability** (Charged to Sick Leave)
- 2 **12.6.1** - Unit members are entitled to use sick leave as set forth in Section 12.2 for
- 3 disabilities caused or contributed to by pregnancy, miscarriage, childbirth and
- 4 recovery therefrom on the same terms and conditions governing leaves of absence
- 5 from other illness or medical disability. Such leave shall not be used for childcare,
- 6 child rearing, or preparation for child bearing, but shall be limited to those disabilities
- 7 as set forth above. The length of such disability leave, including the date on which
- 8 the leave shall commence and the date on which work duties are to be resumed, shall
- 9 be determined by the unit member and the unit member's physician; however, the
- 10 District will require a written verification of the extent of disability through a physical
- 11 examination of the employee by a physician.
- 12 **12.6.2** - Unit members are entitled to leave without pay or other benefits for disabilities
- 13 caused because of pregnancy, miscarriage, childbirth or recovery therefrom when
- 14 sick leave as set forth in Section 12.2 of this Article has been exhausted. The date
- 15 on which the unit member shall resume duties shall be determined by the unit member
- 16 on leave and the unit member's physician; however, the District will require a written
- 17 verification of the extent of disability through a physical examination of the employee
- 18 by a physician.
- 19 **12.6.3** - The unit member on leave for pregnancy disability shall be entitled to return
- 20 to a position comparable to that held at the time the leave commenced.
- 21 **12.7 Industrial Accident Leave**
- 22 **12.7.1** - Unit members will be entitled to industrial accident leave according to the
- 23 provision in Education Code Section 45192 for personal injury, which has qualified for
- 24 Worker's Compensation. Such leave shall not exceed sixty (60) days during which
- 25 the unit member is in a paid status for the same industrial accident.
- 26 **12.7.2** - A unit member must immediately report, but no later than twenty-four (24)
- 27 hours after, an accident or injury which occurs in the line of duty during the regular
- 28 working day. When the unit member is incapacitated to the point where he/she cannot
- 29 physically respond in accordance with this Section, the District may waive the 24 hour
- 30 notification requirement. Reports shall be made on the unit member Report of
- 31 Industrial Accident form and submitted to the employee's principal or immediate
- 32 supervisor.
- 33 **12.7.3** – The unit member may submit a form, prior to any injury, to the District signed
- 34 by the physician and/or medical group as their on the job injury physician. However,

1 the District has the right to have the unit member examined by a physician designated
2 by the District to assist in determining the length of time during which the unit member
3 will be unable to perform assigned duties and the degree to which a disability is
4 attributable to the injury involved.

5 **12.7.4** - If the unit member's physician issues a return-to-work order indicating
6 restrictions, the unit member must report to the Risk Management Department before
7 resuming work. The decision to place the injured unit member in a light duty or
8 transitional assignment will be at the discretion of the District, which includes input
9 and consideration from the individual department, site, and Risk Management.

10 **12.7.5** - The unit member will not be entitled to more than 100% of his/her regular pay.
11 The District will coordinate:

- 12 a. 60 day full-pay benefit (Education Code 45192);
13 b. Temporary Disability (Education Code 44044)

14 **12.7.6** - When entitlement for industrial accident or illness leave has been exhausted
15 (60 days), the District will coordinate the following:

- 16 a. Temporary Disability;
17 b. Sick Leave;
18 c. Long-Term Illness Leave (100-day half-pay benefit) keeping the employee
19 in a full-pay status with benefits as long as accumulated benefits allow.
20 (Education Code 44044).

21	Light duty/	<u>Prorated Sick Leave</u>
22	60-Day Benefit/	100-day half-pay or Temp. Disability
23	<u>Temporary Disability</u>	(whichever is higher)
24	12.7.5	12.7.6

25 **12.7.7** - When all industrial leave and sick leave benefits have been exhausted, and
26 if the unit member is not medically able to assume the duties of his/her position, the
27 unit member shall be placed on the 39-Month re-employment list. A unit member who
28 has been placed on the 39-Month re-employment list, who has been medically
29 released for return to duty, and who fails to accept an appropriate assignment, will be
30 terminated.

31 **12.8 Judicial Leave**

32 **12.8.1** - Unit members will be provided leave for regularly called jury duty and to
33 appear as a witness in court, other than as a litigant, for reasons not brought about
34 through the misconduct of the unit member. The unit member shall submit a written

1 request for an approved absence no less than ten (10) days, if possible, prior to the
2 beginning date of the leave as a juror or a witness.

3 **12.8.2** - The unit member will continue to receive his/her regular salary.

4 **12.8.3** - Unit members on jury duty shall return to the District the court form indicating
5 their presence for jury service.

6 **12.8.4** - Unit members are required to return to work during any day or portion thereof
7 within a reasonable time after being released from jury duty or witness services.
8 (One (1) hour plus travel time is considered reasonable.)

9 **12.8.5** - Night shift unit members will not be expected to work more than a combined
10 work and jury duty day of eight (8) hours.

11 **12.8.6** - A unit member required to report to jury duty after their work day begins
12 may be released one (1) hour plus travel time in advance of the required reporting
13 time.

14 **12.9 Military Leave**

15 **12.9.1** - A leave of absence will be granted to unit members for the duration of
16 required military service, return to work according to applicable law.

17 **12.9.2** - Such absence shall not adversely affect in any way the status,
18 classification, or position of the unit member. In the case of probationary unit
19 members, the period of such absence shall not count as part of the service required
20 as a condition precedent to the classifying of such employee as a permanent
21 employee of the District, but such absence shall not be construed as a break in the
22 continuity of the service of such an employee. If the employee chooses within twelve
23 (12) months of returning to make-up his/her defined retirement contributions missed
24 while on military leave, the District shall make the appropriate matching contribution,
25 as per STRS/PERS and IRS rules and regulations.

26 **12.9.3** - Within six (6) months after the honorable discharge of the unit member from
27 the Armed Forces of the United States, he/she shall be entitled to return to a similar
28 position held at the time of entrance into such military service, at the salary to which
29 he/she would have been entitled had he/she continued in the service of the school
30 district. The District shall make a reasonable effort to accommodate a veteran who
31 returns with a service connected disability in accordance with applicable State and
32 Federal Law.

33 **12.9.4** - Unit members who are members of any Reserve Corps of the Armed Forces
34 of the United States, or the National Guard, or who are inducted, who volunteer, or

1 are otherwise ordered to active military service, shall be granted one (1) month's
2 military leave pay and benefits, as are provided in the Military and Veterans Code.
3 Unit members and/or their dependents shall be granted a COBRA-like health benefit
4 for a period of up to eighteen (18) months at their expense.

5 **12.10 Organizational Leave** - Not more than six (6) Association officers and/or delegates
6 shall be granted a total of thirty (30) days of paid leave annually (July 1 through June 30)
7 to use for local, state, or national conferences or for conducting other business pertaining
8 to Association affairs. No officer and/or delegate shall use more than five (5) days of paid
9 leave. The Association shall notify the District, in writing, at least five (5) days before the
10 leave starts and this notification shall be signed by the Chapter President or his/her
11 designee.

12 **12.10.1** - Leave days granted are not accruable from year to year.

13 **12.10.2** - The District will release the Association President and one (1) other
14 Association representative to meet and confer on mutual problems that arise
15 throughout the school year with the Assistant Superintendent, Human Resources
16 upon mutual agreement.

17 **12.11 Short Term Leave** - Unit members may be granted a short-term leave of absence
18 without pay for reasons satisfactory to the District. Should the leave be granted, the leave
19 shall not exceed five (5) consecutive workdays during any one (1) school year. Such leave
20 shall not have any benefit adjustment.

21 **12.12 Other Leaves without Pay**

22 **12.12.1** - Upon recommendation of the Superintendent or designee, and approval
23 by the Board of Education, leave without compensation, increment, fringe benefit
24 premium payments, or seniority credit, may be granted for a period not to exceed
25 one (1) school year for the following purposes: (a) care for a member of the
26 immediate family who is ill; (b) long-term illness of the unit member; (c) service in
27 an elected public office; (d) retraining, study, or research; or (e) care of a child.

28 **12.12.2** - The application for such leave of absence shall be in writing and must be
29 submitted to Human Resources within five (5) calendar days prior to the beginning
30 of the leave. The request shall be placed on the Board of Education agenda for
31 consideration. In addition, a unit member on such leave shall notify the District
32 Human Resources Office at least thirty (30) days prior to the expiration of the
33 granted leave of an intent to return to employment in the District. Failure to notify
34 will be considered an abandonment of position.

1 **12.13 Reinstatement After Leave** - A unit member who receives a leave of absence
2 does so with the understanding that, when he/she returns to active assignment at the
3 completion of the leave, he/she is not guaranteed placement at the same location or in the
4 identical assignment previously held, but will be placed in a comparable assignment in the
5 same classification according to the needs of the District.

6 **12.14 Unauthorized Absence from Duty**

7 **12.14.1** - A unit member, absent from his/her assignment for any reason other than
8 those specifically authorized by law, California Education Code, Board Policy, or
9 this Agreement will be considered absent without permission or authorized leave
10 and as a result may lose his/her full salary for the period of unauthorized leave.

11 **12.14.2** - Improper use of any leave may be cause for disciplinary action or
12 dismissal and will result in recovery of any over-payment. An extended absence
13 from duty which does not qualify under any authorized leave policy may be
14 considered abandonment of position.

15 **12.14.3** - More than five (5) consecutive days of unauthorized absence from duty
16 shall be considered an extended absence.

17 **12.15 FMLA/CFRA - Family Medical Leave Act/California Family Rights Act** –
18 FMLA/CFRA leave provides twelve (12) weeks of unpaid leave for unit members who have
19 completed a full year with a minimum of 1250 hours of service in the prior twelve (12)
20 months. Leave under this Article shall entitle the unit member to all benefits of employment,
21 except for salary, on the same basis as if the employee were not on leave. If the unit
22 member fails to return from leave, for a reason other than the continuation, recurrence, or
23 onset of a serious health condition, then the unit member shall reimburse the district for
24 premiums paid to maintain group health benefits. It is the intent of the parties that this
25 Section be consistent with the State and Federal provisions governing Family Medical
26 Leave, and it shall be interpreted so that there will be no violation of these statutes.

27 There will be no more than twelve (12) weeks of FMLA leave granted for any one (1)
28 qualifying event, this includes both spouses. Leave may be taken in multiple segments of
29 time if used for medical necessity as certified on the FMLA leave application. Except in
30 case of emergency, FMLA leave should be arranged thirty (30) days in advance.

31 **12.15.1 - Personal Illness** - Personal illness requires a physician's off work order
32 and runs concurrent with one-hundred (100) day long-term illness leave.

33 **12.15.2 - Family Illness** – “Family” is defined in Section 12.1.3 of this Article.
34 Family illness requires medical certification on the District's FMLA Seriously Ill

1 Family Member request form. All available paid leaves such as personal necessity
2 and family illness leave must be used as part of the twelve (12) weeks of family
3 medical leave.

4 **12.15.3 - New dependent care** [Birth, Adoption, or Placement of a foster child] -
5 Dependent care leave requires certification of new dependent on the District's
6 FMLA Leave Request for New Dependent form. Leave must be taken within one
7 (1) year of new dependent arrival. If not taken immediately following the qualifying
8 event, the leave must be arranged in advance with the supervisor's approval so as
9 to least interrupt the educational process. The unit member may take the leave in
10 two (2) segments.

11 **12.15.4**— Serious illness or injury sustained in the line of duty by a military service
12 member who is the spouse, child, parent, or next of kin of the employees (FMLA)
13 up to 26 work weeks. Requires Certification for Serious Injury or Illness of Covered
14 Servicemember for Military Family Leave form (DOL Form WH-385).

15 **12.15.5**—Qualifying exigency of an employee's spouse, child, or parent (FMLA)
16 Leave available to a unit member whose spouse, child, or parent is a covered
17 servicemember on active duty or has been notified of an impending call on order to
18 covered active military duty. Requires Certification of Qualifying Exigency for
19 Military Family Leave Form (DOL Form WH-384)

20 **12.15.6 -- Domestic Violence**

21 a. This leave will be granted for:

- 22 1. Medical attention
- 23 2. Legal Assistance
- 24 3. Services from a shelter, program, or rape crises center
- 25 4. Psychological counseling
- 26 5. Safety planning, including temporary or permanent relocation.

27 b. If an employee wishes to take time off under this section, he or she must
28 give reasonable notice to the employer for one of the above listed
29 activities unless advance notice is not feasible. Employer may require
30 verification that the absence was due to domestic violence. Type of
31 verification may include:

- 32 1. Police Reports
- 33 2. Court orders (or other evidence the employee appeared in court)
- 34 3. Other documentation from a:

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|----|-------------------------------|
| 1 | a. Medical professional |
| 2 | b. Domestic Violence Advocate |
| 3 | c. Health Care Provider |
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