

ARTICLE XIII - LEAVES

- 13.1 **BEREAVEMENT LEAVE:** Unit members shall be granted a leave with full pay in the event of the death of any member of the immediate family of the unit member or spouse. A unit member shall be granted up to three (3) work days for bereavement purposes. If travel to location of death or internment is 300 miles or more, or out of state, two (2) additional working days shall be allowed. A member of the immediate family, is defined as husband, wife, mother, father, sister, brother, son, son-in-law, daughter, daughter-in-law, grandchild, step-parent, stepson, stepdaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or any relative of either spouse living in the immediate household of the unit member or Domestic Partner. Domestic Partnership shall exist as defined by State law.
- 13.2 **JURY DUTY:** Any 10 or 11 month unit member regularly called for jury duty in the manner provided for by law shall request a deferral to a period of non-student attendance if the call to duty is during the school year. Any 12 month unit member shall request a deferral to a time mutually agreed upon by the unit member and immediate supervisor. If the unit member is serving on jury duty during the school year, s/he shall be granted leave with pay up to the amount of the difference between the unit member's regular earnings and any amount s/he receives as juror fees other than mileage reimbursement, up to a maximum of five (5) days. The District shall be notified as soon as the unit member receives such notification.
- 13.2.1 If extenuating circumstances require a unit member to serve jury duty for more than 5 (five) days, the employee must request, and shall receive an extension of jury duty to the Assistant Superintendent of Human Resources.
- 13.3 **MILITARY LEAVE:** A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 13.4 **SICK LEAVE:**
- 13.4.1 **Leave of Absence for illness or injury:** A unit member employed five (5) days a week, twelve months a year by the District, shall be granted twelve (12) days of leave of absence for illness or injury. Six (6) days of this leave may be used for the illness or injury of a parent, child, or spouse, or that of a member of the immediate family, as defined in section 13.1 residing in the household of the unit member. For purposes of this section, "child" means the biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in *loco parentis* and "parent" means a biological, foster, or adoptive parent, or stepparent, or a legal guardian.
- 13.4.2 A unit member employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

- 13.4.3 A unit member employed for less than five (5) days a week is entitled to that portion of twelve (12) days leave of absence per year for illness or injury, as the number of hours he/she is employed bears to full twelve (12) months, five (5) days per week employment.
- 13.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.
- 13.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 13.4.6 Disability due to pregnancy shall be treated as an illness for the purpose of sick leave.
- 13.4.7 If a unit member does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 13.4.8 SICK LEAVE BANK: The District and the Association agree to form a joint committee to study the feasibility of establishing a sick leave bank under the provisions of the Education Code.
- 13.4.9 The Superintendent or Assistant Superintendent of Human Resources of the District may require verification of future illness if there is reason to suspect that an abuse of sick leave exists. In exceptional circumstances the District may require verification of the last absence. Upon request, the District shall state in writing the reason it suspects an abuse of leave.

13.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

In addition to any other benefits that a unit member may be entitled to under the Worker's Compensation laws of this State, unit members shall be entitled to the following benefits:

- 13.5.1 A unit member suffering injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 13.5.2 Payment for wages lost on any day shall not, when added to an award granted to unit members under the Workers' Compensation laws of this State, exceed the normal wage for the day.
- 13.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this

Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this State at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

13.5.4 Any time a unit member on industrial accident or Workers' Compensation physician satisfactory to the District certifying the unit member's ability to perform his/her duties and to return to his/her position he/she shall be reinstated in his/her position without loss of pay or benefits.

13.6 ENTITLEMENT TO OTHER SICK LEAVE: Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be disabled for purposes of illness or injury, shall be compensated at the rate of 50% of the unit member's regular salary for a period not to exceed 100 paid days. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article.

13.6.1 RE-EMPLOYMENT RIGHTS: When all available leaves, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on the district reemployment list for a period of 39 months.

13.7 BREAK IN SERVICE

13.7.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provision of this Agreement shall continue to accrue under such absence.

13.7.2 Upon return from an unpaid leave of absence not to exceed 39 months the break in services shall be disregarded, except that during such time the individual shall not accrue vacation, sick leave, holidays, or other leave benefits.

13.8 PERSONAL NECESSITY LEAVE: Any seven (7) days of absence earned for sick leave under Section 14.4 of this Article may be used by the unit member at his/her election, in cases of personal necessity on the following basis:

13.8.1 For circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours.

13.8.2 The death of a member of the unit member's immediate family when additional leave is required beyond that provided in section 13.1 of this Article.

13.8.3 As a result of an accident or illness involving a unit member's person or property or the person or property of his/her immediate family.

13.8.4 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness.

13.9 CHILD REARING LEAVE: A unit member who is the natural or adoptive parent of a child may request an unpaid leave of absence for the purpose of rearing his/her child. The District shall grant such request for leave for a maximum period of one year, and may be renewable for a one year period.

13.10 GENERAL LEAVES: When no other leaves are available, a leave of absence may be granted to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District and a unit member.

13.11 FAMILY AND MEDICAL LEAVE: All family and medical leave provisions adopted by the Board of Education shall comply with federal and state law.

13.12 CATASTROPHIC SICK LEAVE PROGRAM

Creation

The District and the Association shall establish a Catastrophic/Sick Leave Program, hereafter referred to as C.S.L.P for salaried unit members and certificated administrators. ‘Catastrophic illness’ or ‘injury’ is defined as an illness or injury that is expected to incapacitate the eligible employee for an extended period of time, and taking extended time off work creates a financial hardship for the eligible employee because he or she has exhausted all of his or her full day paid sick leave. The C.S.L.P. shall not be used for illness or injury which qualifies the eligible employee for workers compensation.

Contribution

To participate in the C.S.L.P., eligible employees shall irrevocably donate one day per year, July 1 to June 30. For purposes of this section, a “day” for a salaried employee shall be any day an eligible employee is expected to be on duty as determined by the terms of this agreement; a “day” will be prorated for hourly employees based on their regular assignment. Donations may be made from July 1 to October 1 for all salaried eligible employees. New salaried hires may donate within the first month of their employment. If the number of days in the C.S.L.P. fall below thirty (30), any participating employee may irrevocably donate one (1) additional “day” to the C.S.L.P. Each participating employee may not donate more than two (2) days per year, as long as their sick leave balance does not fall below five (5) days in the current year. If the number of days in the C.S.L.P. exceeds 100 days on July 1, no contributions shall be necessary for that fiscal year with the exception of employees who have not contributed to the C.S.L.P., and new hires.

Withdrawal

This C.S.L.P. may be drawn upon by participating employees who have used up all accrued sick leave, have donated to the C.S.L.P. and suffer from a catastrophic illness or injury. Applicants must submit a withdrawal request (Appendix F) with verification to the Human Resources Office for the committee to consider. The decision will be made

and the applicant will be notified in writing within eight working days. The number of C.S.L.P. days drawn by any participating employee shall be based upon the days available and no more than twenty (20) days will be provided. The District shall pay the participating employee full pay and the C.S.L.P. shall be charged one full day. Requests for extensions may be submitted.

Administration

The C.S.L.P. committee shall be composed of the Assistant Superintendent of Human Resources or designee, an additional administrator, the president of the association or designee, and an additional unit member. The committee shall review each request submitted by C.S.L.P. members. The C.S.L.P. committee shall determine the participation, eligibility and duration of C.S.L.P. benefits. The committee proceedings and information obtained by the committee shall be confidential.

Employees participating in the C.S.L.P. agree to hold harmless the District and the Association for any and all claims and liabilities arising out of performance of this section of the agreement. This section of the agreement shall not be subject to the grievance procedure.

Each employee participating in the C.S.L.P. must agree in writing to accept the above provisions. See Appendix F for forms relating to participation in the C.S.L.P.