

## Article V - LEAVES OF ABSENCE

### 5.01 GENERAL PROVISIONS

- A. A leave of absence is an authorization for an employee to be absent from duty, generally for a specific period of time and for an approved purpose.
- B. A leave protects the employee by holding a place for such employee in the District until the leave expires, with the right, to the extent practicable, to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained. There is, however, no assurance that the return assignment will be in the school or administrative site where such employee was assigned when the leave was authorized.
- C. A condition of each leave of absence is that any required license or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the employee.
- D. Employees on a leave of absence for which compensation is paid by the District under this Article, unless otherwise provided herein, shall receive health and welfare coverage, retirement credits, salary step advancement and vacation, the same as if they were not on leave. Those who go onto an unpaid leave shall be notified in writing by the District that they will be allowed to remain on continued coverage at their own expense pursuant to the terms of the applicable insurance plan, provided they make advance payment of the premium in a manner reasonably required by the District.
- E. Any regular monthly employee who regularly works less than forty (40) hours per week or less than a complete fiscal year (12 months) shall be entitled to leaves of absence, if granted, in the same ratio that his/her employment bears to forty (40) hours and a complete fiscal year (12 months).

Employees working a 10-hour-per-day, 40-hour, four-day workweek shall be entitled to the same number of hours of annual paid leave as employees working a five-day workweek. For absences occurring on a scheduled 10-hour day, 10 hours of paid leave shall be deducted from the annual entitlement.

- F. Utilization of leave provisions under this Article for whole or partial day(s) shall be deducted from an employee's leave entitlement whether or not a paid substitute was employed to replace the employee on leave.

G. An employee who is absent shall give his/her immediate supervisor as much advance notice as possible (at least one [1] working day) of when he/she will return to work. The notice shall be in writing. An employee who returns to duty, without first providing such advance written notice, shall not be permitted to return to duty that workday and shall be charged with an additional day of absence if the employee has sick leave days available. If the employee does not have sick leave days available, he/she will be charged with a vacation day if available. Should the employee have neither sick leave or vacation days available, the District will charge the day against the allotment of days described in Section 5.02G and the employee will be paid 50% of the employee's per diem.

- H. It is agreed that an employee who is absent from work other than for those days as authorized by state law or authorized leave provisions of this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement. The District will deduct a salary amount equal to the employee's established daily rate for unauthorized absences, and such employee may be subject to disciplinary action, or may be deemed to have abandoned employment after three (3) consecutive days of unauthorized absence.
- I. Immediately upon return to active service, the employee shall complete the appropriate District form and submit it to his/her immediate administrator.

5.02 **SICK LEAVE**

- A. The purpose of sick leave utilization shall be for illness absences which make continued employment impracticable or for legally established quarantine.
- B. Employees who are employed five (5) days per week for a complete fiscal year shall be entitled to twelve (12) days of absence annually for illness or injury. Employees shall receive full pay for sick days thus allowed in any fiscal year, and the number of days not used shall accumulate from year to year. Every employee who works less than five days per week and/or less than a complete fiscal year shall be entitled to sick leave in direct proportion to which his/her employment relates to full-time annual employment (five [5] days per week for twelve [12] full months).
- C. Allowable sick leave credit for any one (1) fiscal year need not be accrued prior to being taken by the employee during said year. However, such leave may only be taken for workdays during an employee's designated work year. An employee who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final warrant.

D. In any calendar year, an employee may use accrued and available sick leave, in an amount not less than the total sick leave that would be earned during six (6) months at the employee's current rate of entitlement, in order to attend to an illness of a child, parent or spouse of the employee or registered domestic partner. For the purpose of this section, the following definitions shall be applicable.

1. "Child" means a biological, foster or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
2. "Parent" means a biological, foster or adoptive parent, a stepparent, or a legal guardian.

E. **Sick Leave Bank**

A classified employee, or a member of the employee's immediate family, who has suffered a catastrophic illness or injury which is expected to incapacitate him/her or family member for an extended period of time may be eligible for additional sick leave benefits following exhaustion of all available sick leave. The intent is to allow employees time to be restored to health so that they may return to work or to care for an immediate family member. For purposes of this section "catastrophic," as it relates to an employee, is understood to be a debilitating illness or injury which results in the loss of ability to work as verified by a physician. Eligible members shall be able to receive benefits when approved by the Sick Leave Bank Committee. (See Appendix A for Sick Leave Bank and forms.) The District will be held harmless from any liability arising from use of the Sick Leave Bank.

F. Sick leave may be accumulated from year to year.

G. The District shall credit each employee once a year with an additional one hundred (100) days of paid sick leave, not to be cumulative. Compensation shall be fifty percent (50%) of the employee's regular salary for this Section. An employee shall exhaust his/her accumulated sick leave and may use compensatory time, if any, before using this leave. Current sick leave and the specified one hundred (100) working days shall be applied concurrently.

H. **District Notification of Absence**

1. All employees for whom a substitute is required shall give notice to the Human Resources Office each day by 6:00 a.m. (day shift) or 12:00 noon (swing shift or night shift).
  2. Employees for whom a substitute is not required shall give notice to their administrator when their work shift begins or consistent with whatever time frame the employee's immediate supervisor determines is sufficient notice. The employee will be excused from complying with the notice requirement when exigent circumstances do not permit the giving of timely notice, but shall be required to report his/her absence as soon as possible.
  3. Notice in both of the above cases shall consist of the employee's name, work location, the reason for the absence, and the intended date of return to work.
  4. Failure to notify the Human Resources Office or the administrator may result in loss of pay for that workday and each subsequent workday that the employee fails or refuses to report his/her absence. Such failure or refusal to report absences may result in disciplinary action.
- I. If a permanent employee becomes ill while on authorized vacation, he/she may notify the District of the illness and the anticipated duration in a manner consistent with Education Code 45200. In such case, the employee may be charged with sick leave instead of vacation time for such days.
- J. An employee who is absent shall give his/her immediate supervisor as much advance notice as possible (at least one [1] working day) of when he/she will return to work. The notice shall be in writing. An employee who returns to duty, without first providing such advance written notice, shall not be permitted to return to duty that workday and shall be charged with an additional day of absence if the employee has sick leave days available. If the employee does not have sick leave days available, he/she will be charged with a vacation day if available. Should the employee have neither sick leave or vacation days available, the District will charge the day against the allotment of days described in Section 5.02G and the employee will be paid 50% of the employee's per diem.

5.03 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

- A. Industrial accident and illness leave shall be granted to employees in accordance with provisions of this Section for injury or illness incurred within the course and scope of the employee's assigned duties.
- B. In order to qualify for industrial accident or illness leave coverage, an employee claiming such leave shall be subject to examination by a District-appointed physician to verify his/her condition and to evaluate any claims.
- C. An employee shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the treating physician, or, if the District determines it necessary, from a District-appointed physician, certifying the employee's ability to return to his/her position without restrictions and without detriment to his/her physical and emotional well-being or the physical and emotional well-being of other employees. Such release shall be in a form satisfactory to the District.

Notwithstanding the above, the District may, at its sole discretion, permit an employee to return to work with restrictions if it determines the employee can perform the majority of his/her duties without threat of further injury. The decision of the District shall not be subject to the grievance procedure.

Nothing herein shall change the District's obligation under the ADA and/or FEHA, to reasonably accommodate, as that term has been interpreted and applied, an employee who has suffered a work-related injury or illness and, as a result, is permanently disabled.

- D. An employee who has sustained a job-related injury or illness shall report the injury to his/her immediate administrator, on the form supplied by the District, the same workday the injury or illness occurs or no later than the next scheduled workday following the accident, if such accident occurs after school hours, unless the employee's condition makes it physically impossible to do so.
- E. Allowable leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the employee shall be allowed to use only the amount of leave remaining from the previous fiscal year.

- F. Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- G. Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.
- H. The District's Workers Compensation Administrator sends the District a check for the employee's temporary disability and the employee continues to receive salary continuance for sixty days. The amount the District receives is credited against the employee's Temporary Disability Account.
- I. Upon conclusion of the said industrial accident or illness leave, the employee may utilize any available sick leave benefits. However, any sick leave utilization, when combined with any temporary disability indemnity, compensatory time, or vacation shall not result in payment of more than full salary. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial-paid industrial accident or illness leave.
- J. Any employee receiving benefits under this industrial accident or injury section who has been medically released for return to duty and who fails or refuses to accept an appropriate assignment shall be deemed to have abandoned his/her position on the effective date of the assignment.
- K. Any employee receiving benefits under this industrial accident or injury section who accepts other employment during the interim of the leave shall be deemed to have abandoned his/her position on the date of the acceptance of employment outside the District.

5.04 **VERIFICATION OF ABSENCE FOR ILLNESS/INJURY**

If requested to do so by the District, an employee whose absence exceeds four (4) consecutive workdays shall provide, at his/her own expense, a statement from a medical doctor or licensed practitioner stating the reason for the absence and indicating an ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being or to the physical and emotional well-being of other employees. Additionally, it shall be the prerogative of the District to require verification of absence of less than four (4) consecutive workdays if the District has a valid reason to believe that the absence may not have been used for proper sick leave purposes. Whenever the District exercises this prerogative, the District shall, when possible, inform the employee of the need to provide verification in advance of the employee's return.

5.05 **MATERNITY/CHILD CARE LEAVE**

- A. A maternity leave is a leave of absence granted to a female employee during the period of time she must absent herself from her duties because of disability resulting from pregnancy or convalescence following childbirth or miscarriage. Such employee may elect to utilize her accumulated sick leave during her period of physical disability, provided the dates of disability and convalescence following childbirth or miscarriage are certified by her physician.
- B. The fully paid portion (sick leave) of such a leave is usable only for that period of time during which the employee is physically disabled and unable to perform her regular duties and responsibilities.
- C. After utilizing all accumulated sick leave and all allowable sick leave for the current school year, the employee shall be eligible for pay on the terms and conditions set forth in Section 5.02, Paragraph G of this Article.
- D. Not later than the sixth month of pregnancy, such employee shall provide the District with a written statement from her attending physician attesting to her ability to continue performing the full schedule of duties and responsibilities, and indicating the estimated date of birth. The District may require her to submit additional statements from her physician, if necessary in the reasonable judgment of her immediate administrator. She may elect to continue on active duty until such date as she and her physician determine that she must absent herself from her duties because of disability resulting from pregnancy.
- E. Prior to return to duty, it will be necessary for the employee to validate her sick leave pay claims by having her physician certify the actual beginning and ending date of her disability. She also must secure her attending physician's release to active duty, and such release must be in a form satisfactory to the District.
- F. As provided by Education Code section 45196.1, employees shall be entitled to parental leave as set forth in this section.

Definition

1. Definition of Parental Leave: For the purposes of this Article, "parental leave" is defined as "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee."

## General Provisions

2. All employees are entitled to 12 workweeks of parental leave in any 12-month period, as follows:
  - a. All employees shall be entitled to use all current and accumulated sick leave for parental leave for a period of up to 12 workweeks, regardless of the length of employment or hours worked.
  - b. When an employee has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave under the California Family Rights Act (CFRA), he or she shall be entitled to 50% pay for any of the remaining 12 workweek period. This 50% pay leave designated for Paid Parental Leave shall remain separate from the 50% pay sick leave under section 5.02.G. of this Article. In order to use 50% pay, the employee must have been employed by the District for at least 12 months but is not required to have worked any minimum number of hours.
  - c. An employee shall give at least 30 calendar days' notice of the intent to take parental leave under this section.
  - d. When both parents of the child are employed by the District, each parent will be eligible to receive 12 workweeks of parental leave.
  - e. Parental leave must be completed within 12 months of the birth of the employee's child, or placement of the child with the employee for adoption or foster care.
  - f. The employee shall take parental leave in increments of at least two (2) weeks' duration, except on two (2) occasions where it may be of shorter duration; however, the aggregate amount of parental leave taken shall not exceed 12 workweeks in the 12-month period.
  - g. If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year. In the case of 10- or 11-month employees, this benefit will resume when the unit member's work year starts again.
  - h. The employee is also entitled to use his or her vacation leave in taking parental leave, if the employee chooses to do so.



- i. Employees eligible under the federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may take parental leave without pay, but with benefits in lieu of paid parental leave under this section.
  - j. Leave under this section is in addition to leave taken for disability caused by pregnancy, childbirth, or related medical conditions.
  - k. To the extent either state or federal law should be enacted that affects, in any way, the terms set out in this Section, the parties shall meet within 30 (thirty) days for the purpose of discussing modifications to this Section to conform with the changes in law.
- G. The District shall grant employees an unpaid leave of absence for the purpose of providing care to their children following the birth or legal adoption of a child, and may grant such leave at other times upon a showing of good cause by the employee.
- 1. Application for such leave must be made in writing to the Human Resources Office at least forty-five (45) calendar days in advance of the intended last day of service to the District. The application shall indicate desired beginning and ending dates. The District shall make the final determination as to the beginning and ending dates. Where an emergency arises making such notice impossible, the employee shall give the District as much notice as possible and the District shall attempt to accommodate the employee's request for a leave.
  - 2. Such leave shall normally be up to six (6) months in length. Where the leave immediately follows the birth or adoption of a child, it shall run until the end of the six (6) months commencing after the birth of the child. Upon a proper showing of necessity by the employee, the District may renew such leave for six (6) additional months.

5.06 **PERSONAL NECESSITY LEAVE**

- A. An employee who has sufficient sick leave credit may request personal necessity leave within the limits of this Section due to any of the following emergencies:

1. Death of a member of his/her immediate family: defined as mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or any person living in the immediate household of the employee.
2. Accident involving his/her person (not otherwise chargeable to sick leave or industrial accident leave) or property, or the person or property of a member of his/her immediate family. Such accident must:
  - a. be serious in nature;
  - b. involve circumstances the employee cannot reasonably be expected to disregard;
  - c. require the attention of the employee during his/her assigned hours of service.
3. The illness or injury of a member of the employee's immediate family, as defined in Section 5.06 A.1., when the illness or injury constitutes:
  - a. imminent or major surgery which requires hospitalization;
  - b. a situation arising from sudden illness where the time element is such that the employee must absent himself/herself from work to determine if the illness or injury constitutes a case as defined in Section 5.06 A.2 of this Article.
4. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. In each case, each date of actual required attendance shall be certified by the clerk or authorized officer of the court.
5. Imminent danger to the home of an employee, as by flood or fire, which under the circumstances the employee cannot reasonably be expected to disregard and which requires attention during his/her assigned hours of service.

6. Participation in lawful meetings, activities, or observances where the employee reasonably believes that his/her participation is necessary and requires his/her absence from duty.
7. The birth of a child when it is essential to the health and welfare of his family for the employee who is the father of the child to be absent from his position during his assigned hours of service.

B. The employee shall submit whenever possible a completed Personal Necessity Leave Request form to his/her immediate supervisor five (5) working days prior to the date of the requested leave. When notification is not possible in advance for personal necessity, the employee shall complete the form within one (1) working day after returning from personal necessity leave. On the form, the employee shall:

1. Check the box indicating the reason the requested leave is necessary; and
2. Specify the number of days to be used from the employee's illness or injury leave.

For purposes of complying with this section, the employee need only check the box specifying the reason(s) for the leave. Further inquiry into the reason(s) is not necessary or required. Nothing provided herein, however, shall be interpreted as preventing the District from taking appropriate action to revoke the leave or discipline an employee should it be determined at a later time that the employee did not take the leave for the reason(s) specified on the form.

C. The above situations are subject to the following limits and conditions:

1. The total number of days allowed in one (1) school year shall not exceed seven (7) days of accumulated sick leave. Personal Necessity Leave may be taken in one (1) hour increments.
2. Unused days in one (1) year are not cumulative and cannot be carried forward to the following year.
3. Any days, so requested by the employee, shall be deducted from, but cannot exceed, the number of full days of sick leave to which the employee is entitled.
4. Under no circumstances, shall leave provided by this Section

be applied to offset absenteeism taken by the employee for the purpose of causing or participating in an education work stoppage in this or any other district or to interfere in any way with the normal and orderly operation of the schools.

5. Under no circumstances shall leave provided by this Section include items such as vacation and/or recreational activities.
- D. Payment for such absence shall be made only upon certification by the administrator to whom the employee is directly responsible that the absence was due to a situation designated as an emergency within the meaning of this Section. The employee shall sign a statement that such absence was due to an emergency. Furthermore, the District reserves the right to require the employee to furnish evidence of such emergency within five (5) days after return to work.

5.07 **PERSONAL LEAVE WITHOUT PAY**

- A. The District may, at its sole discretion, grant a leave of absence without pay for a period of not more than one (1) year at a time to employees upon their written request.
- B. Employees granted such leave shall be guaranteed the step held and their anniversary date upon their return.
- C. The District may, for good cause, cancel any personal leave of absence by giving the employee thirty (30) days written notice.
- D. Failure to report to work within five (5) working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated.
- E. The District shall provide a form for Personal Leave Without Pay which includes a section where the approval or denial of the leave is recorded. If a request for leave under this section is denied, the unit member shall be provided with the reason(s) for the denial in writing.

5.08 **MILITARY LEAVE**

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges of military leave. Employees shall request military leave in writing at least two (2) weeks before the commencement of their leave.

5.09 **BEREAVEMENT LEAVE**

- A. The District shall grant an employee a leave of absence, not to exceed three (3) consecutive days, with pay at the employee's regular rate, for the death of any member of his/her immediate family. If travel beyond a two hundred (200) mile radius is necessary, the leave of absence may be up to five (5) consecutive days.
- B. The term "immediate family" is defined as: mother (step-mother), mother-in-law, father (step-father), father-in-law, husband, wife, son (stepson), brother-in-law, sister-in-law, aunt, uncle, brother, sister, grandfather (or of spouse), grandmother (or of spouse), son-in-law, daughter-in-law, daughter (step-daughter), grandchild (or of spouse), foster children, niece, nephew, or any person living in the immediate household of the employee. In order to qualify for such leave, an employee must submit a written statement to the Human Resources Division as to the relationship of the deceased to the employee. For purposes of this section, the term "registered domestic partner" shall apply equally in each instance where the word "spouse" appears.

5.10 **JURY DUTY LEAVE**

The District shall grant an employee regularly called for jury duty in the manner provided for by law a leave of absence with pay in the amount of the difference between the employee's regular rate of pay and the amount he/she receives from the court for performing jury duty. In order to qualify for payment under this Section, an employee must notify the Payroll Office of service date(s) upon receiving notice from the court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowances. Employees on jury duty leave shall, if feasible, return to work during any day or portion thereof in which jury duty services are not required. The Payroll Office shall require verification of daily jury duty time.

5.11 **COURT LEAVE**

The District shall grant an employee summoned to appear as a witness in court, except as a litigant, a leave of absence with pay in the amount of the difference between the employee's regular rate of pay and the amount he/she receives as witness fees. In order to qualify for such payment, the employee must provide the Human Resources with a copy of the subpoena or court order and each date of necessary appearance under such order, other than the date specified in the subpoena, shall be certified to by the clerk or other authorized court officer.

5.12 **FAMILY CARE AND MEDICAL LEAVE**

The District will comply with all state and federal laws and regulations regarding family care and medical leaves. Leave benefits and requirements shall be consistent with Board Policy and Administrative Regulations.

A. **Eligibility for Leave**

An employee who has worked full time during the 12 months preceding the date of request made under this section shall be presumed to be eligible for Family Care and Medical Leave. For purposes of this section, ten-month employees will be deemed to have met the one-year requirement if they serve the full school year. Included in the assessment of eligibility shall be any paid leave of absence granted for reasons which would otherwise entitle an employee to Family Care and Medical Leave.

B. **Leave Entitlement**

An employee shall be granted Family Care and Medical Leave for the following purposes: care for his/her child following the birth of the child; adoption of a child; foster care placement of a child with the employee; care for a child, parent, spouse, or registered domestic partner with a serious health condition; or inability to work because of the employee's own serious health condition. Such leave shall be in accordance with the following conditions:

1. Family Care and Medical Leave shall be without pay; however, the District shall continue to provide health benefits specified in Article XVII for the duration of the leave. In addition, the Family Care and Medical Leave shall not be considered a break in service.
2. Family Care and Medical Leave may be of any duration at the discretion of the employee, up to a maximum of twelve weeks within a twelve-month period.
3. Family Care and Medical Leave, when related to the serious health condition of the employee or his/her child, parent or spouse, may be taken intermittently or on a reduced workload schedule when medically necessary.
4. Family Care and Medical Leave taken for the birth, adoption or foster care placement of a child must be concluded within one year of the child's birth, adoption or foster care placement.

**C. Request for Leave**

If the need for Family Care and Medical Leave is foreseeable, the employee shall provide a written request at least thirty calendar days in advance. If the need for Family Care and Medical Leave is not foreseeable, the employee shall provide written notice as soon as practicable. If the need for Family Care and Medical Leave is due to planned medical treatment or supervision, the employee shall make reasonable effort to schedule the treatment or supervision to avoid disruption of District operations, subject to the approval of the appropriate health care provider.

**D. Certification**

When a request for Family Care and Medical Leave or an extension of an original Family Care and Medical Leave is due to the serious health condition of the employee or his/her child, parent or spouse, the District may require a certification from the attending health care provider which includes an estimate of the duration of the employee's or family member's absence.

1. The District may require, at the District's expense, certification from a District-designated second health care provider and a jointly-approved third health care provider to support a request to take leave because of an employee's own serious health condition.