

T.A. 5/2/14
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9.8 only

**ARTICLE 9
LEAVES**

9.1 Sick Leave

- 9.1.1 Each twelve (12) month classified employee is entitled to twelve (12) days of sick leave annually, with pay, accumulative without limit. The proration is one day per month of service, or major portion thereof, for all employees including those whose service is less than twelve (12) months annually. New employees may not take over six (6) days of sick leave until they have completed six (6) months of service. All unaccrued leave taken by an employee under this rule shall be deducted from a final paycheck.
- 9.1.2 Proof of illness or injury shall include notification (if possible, prior to absence) to the Superintendent or designee and any further evidence the Personnel Department may legally require. Unit members requesting sick leave may be required to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. The District need not assume that a unit member's statement establishes disability conclusively, but may require a review and examination by a health care provider selected by the District or a practitioner of the unit member's faith selected by the District. The expense of such review examination shall be borne by the District. Persons absent more than five (5) days may be required to submit to the District a practicing health care provider's statement (Form B-72) that the employee is fit for service. For absences of five days or less, no employee shall be required to provide a health care provider's statement unless the District has a reasonable belief that the employee is abusing sick leave.
- 9.1.3 Classified employees who work five (5) days per week for the full year but for less than a maximum day are entitled to twelve (12) days sick leave each school year of the same length regularly worked. Should a classified employee be transferred from a day of less than maximum time to one of greater maximum time to one of lesser maximum time, time shall be altered up or down. Said employee's sick leave account shall be increased or decreased in direct proportion to the ratio of time previously worked per day to time presently worked per day.
- 9.1.4 Classified employees hired for less than a full year (i.e., ten months) shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. However,

a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

- 9.1.5 Upon exhaustion of all accumulated sick leave credit, a regular classified employee who continues to be absent for purposes of this policy shall receive extended sick leave pay for a period not to exceed one hundred (100) working days. In order to qualify for extended sick leave pay, an employee shall first utilize all accumulated sick leave and in no event shall days of extended sick leave, when combined with sick leave credit utilization, exceed one hundred (100) days in any school year. Any such days of sick leave beyond those granted under the first paragraph of this rule shall be compensated at 50 percent (50%) of the employee's regular salary. Paid sick leave under this rule shall not include other paid leave such as holidays, vacations or compensating time off to which the employee may be entitled. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year.
- 9.1.6 If all available sick leave is exhausted, permanent employees may opt to use accrued vacation for illness or injury. Such requests must be in writing, accompanied by proof of illness or injury, and submitted to the Associate Superintendent of Personnel Support Services or his/her designee for approval.
- 9.1.7 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which employees of the District have engaged in a concerted work stoppage unless the unit member provides such certification as required by the Superintendent.

9.2 Bereavement Leave

- 9.2.1 Every classified employee is entitled to a leave of absence, after making application, not to exceed three (3) days, or five (5) days if out-of-state travel or travel in excess of 300 miles each way is required, on account of the death of any member of the immediate family as defined in 9.2.2. A bargaining unit employee is entitled to ten (10) days of bereavement leave on account of the death of his/her child or the employee's current spouse. No deduction shall be made from the salary of such employee, nor shall leave be deducted from leave granted by other sections of this Agreement. Employee may be required to submit proof of

attending the funeral. All employees will be paid straight time hours on such scheduled days of work for which the employee is excused.

- 9.2.2 Members of the immediate family mean the following relatives of the employee or the spouse of the employee: Spouse, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandchild, brother, or sister.

Members of the immediate family also include the following relatives of the spouse of the employee or any person living in the immediate household of the employee:

Mother, father, grandmother, grandfather, son, daughter, grandchild, brother, or sister.

Mother and father are defined to include stepmother and stepfather, biological/adoptive mother and biological/adoptive father, and court appointed legal guardian.

Spouse is defined to include husband, wife or domestic partner.

In cases involving a long-established personal relationship between the employee and an individual, bereavement leave may be granted at the discretion of the Associate Superintendent of Personnel Support Services or his/her designee.

9.3 Leaves of Absence for Industrial Accident and Illness

- 9.3.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave accrues immediately by virtue of employment with the employer.
- 9.3.2 Allowable leave shall not be accumulative from year to year.
- 9.3.3 Industrial accident or illness leave will commence on the first day of absence.
- 9.3.4 Payment of wages lost on any day shall not, when added to an award of temporary disability granted the unit member under worker's compensation laws for the State, exceed the normal wages for the day.
- 9.3.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award

made pursuant to worker's compensation proceedings. This applies to each accepted industrial injury.

- 9.3.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.
- 9.3.7 When entitlement to industrial accident or illness leave has been exhausted or not earned, entitlement to another sick and/or vacation leave may be used. A unit member shall be entitled to use only so much of the available sick and/or vacation leave, which, when added to the worker's compensation award, provides for a full day's wage or salary.
- 9.3.8 During all paid leaves of absence, unit members may endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

9.4 Personal Necessity Leave

- 9.4.1 The Board shall provide for a unit member's absence for personal necessity while charging such absence to accumulated sick leave benefits.
- 9.4.2 Subject to this Agreement, the Board reserves the right to specify the manner of proof of personal necessity and the type of situations in which such leave will be permitted.
- 9.4.3 The total number of days used for personal necessity leave in any school year may not exceed seven (7) days.
- 9.4.4 When possible, request for personal necessity leave shall be made at least two (2) days in advance to the principal or supervisor and forwarded to the Superintendent.
- 9.4.5 Advance permission is not required in the following situations:
 - 9.4.5.1 Death or serious illness of a member of the unit member's immediate family. (See Bereavement Leave.)

9.4.5.2 Accident involving the person or property of the unit member or the person or property of a member of the unit member's immediate family.

9.4.6 "Personal Necessity" shall be strictly limited to its common and ordinary meaning; to wit, circumstances which are truly unavoidable, beyond the control of the unit member, and in the nature of compulsion. Leave for personal convenience, civic or non-emergency reasons, or circumstances created by the choice of the unit member do not constitute personal necessity leave.

9.4.7 Personal necessity leave may be taken to observe religious holidays for a maximum of three days annually. Such leave requests shall be considered with reference to applicable EEOC guidelines.

9.4.8 A father upon the birth of his child and unit members who become parents through the legal adoption will be granted, upon request, up to twenty-three (23) days personal necessity leave in addition to the days specified under Article 9.4.3.

9.4.9 Personal necessity leave may be granted due to a death or serious illness involving a special or personal relationship upon written request to the Associate Superintendent, Personnel Support Services.

9.5 Maternity Leave

9.5.1 The Board shall provide leaves of absence for any unit member of the District whose absence is required by pregnancy, miscarriage, childbirth, or recovery therefrom. Such absence may be requested and granted only in accordance with the provisions of this Agreement applicable to sick leave and uncompensated leave.

9.5.2 Notice

A unit member whose pregnancy has been verified shall report her condition to her supervisor as soon thereafter as known and indicate her plans if she intends to request a leave of absence other than that of temporary disability (sick leave) due to pregnancy, miscarriage, childbirth, or recovery there from.

9.5.3 Certification of Fitness

A pregnant unit member shall present to her supervisor a written statement by her physician or the practitioner of a well-recognized

church or denomination of her physical capacity to perform the duties of her position at the time she notifies the Board of her pregnancy and before she resumes her duties following the termination of pregnancy. When, notwithstanding such certification of fitness, the performance of a pregnant unit member has substantially declined from the performance demonstrated by said unit member at the time immediately prior to the time when notification was given of the state of the pregnancy, or when the unit member has been absent more than three (3) consecutive days, the unit member may then be required to submit a physician's statement or statement of a practitioner of a well-recognized church or denomination that she is physically fit to perform the duties assigned to her.

9.5.4 Temporary Disability Leave (Sick Leave)

A pregnant unit member shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery therefrom on the same basis as leave granted for any illness or injury. The unit member and her physician or practitioner shall determine as far in advance of the anticipated date of childbirth as is feasible the date on which her pregnancy will disable her from the performance of her duties and report that date to her supervisor in order that substitute services may be arranged. Similarly, the unit member and her physician or practitioner shall determine and report the date on which she is likely to be physically capable of returning to her duties following the termination of her pregnancy.

9.5.5 Extended Leaves of Absence

A unit member, who wishes to be absent from her position before she is disabled by pregnancy, miscarriage, childbirth, or recovery therefrom, or beyond the termination of such disability, or both, may request such leave of absence in accordance with the provisions of this Agreement applicable to uncompensated leave. Such leave shall be unpaid and may be required by the Board, if granted, to commence and terminate at times which will least disrupt the continuity of the District's educational program.

9.6 Leave of Absence Without Pay

9.6.1 An extended leave of absence, without pay, may be granted to a permanent classified employee, upon the written request of the employee and approval of the Superintendent or designee, subject to the following restrictions:

- (a) Leave of absence, without pay, may be granted for any period not exceeding one (1) year, except that leave for military service shall be granted as provided by the statutes of the State of California and the Military and Veterans Code, and leave for service in the Peace Corps or Merchant Marine during time of national emergency may be granted for a period not to exceed twenty-four (24) months, and
- (b) The granting of a leave of absence without pay gives to the employee the right to return to the position classification held at the time of leave at the expiration of the leave, provided the employee is physically and legally capable of performing the duties required.

- 9.6.2 Employees shall make requests pursuant to Article 9.6.1 on a mutually-agreed upon form. Employees shall be notified in writing whether their request is granted. If the request is denied, the notice shall provide specific reasons for the denial
- 9.6.3 The Board of Education may, for good cause, cancel any leave of absence by giving the absent employee thirty (30) days notice.
- 9.6.4 An employee may make a written request to the Board of Education to return to work prior to the expiration date of the leave, which may be approved or rejected by the Board.
- 9.6.5 Failure to report for duty 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 by the Board. This provision is not applicable to military leave.
- 9.6.6 If an employee cannot be placed in a vacant position in the same class upon return from leave of absence, the employee shall have bumping and reemployment rights, in accordance with seniority, in the same manner as if the employee had been laid off for lack of work or lack of funds on the date the leave expires.

9.7 Short-term Uncompensated Leave

- 9.7.1 Members of the unit may request a short-term uncompensated leave of absence for a period not to exceed ten (10) duty days.
- 9.7.2 Any unit member wishing to take short-term uncompensated leave shall obtain prior approval from the Associate Superintendent, Personnel Support Services or designee.

- 9.7.3 Leave for the birth or adoption of the employee's child, the placement of a foster child with the employee, leave to care for a seriously ill child, spouse or parent, and leave for the employee's own serious health condition shall be considered appropriate reasons for the granting of short-term uncompensated leave.
- 9.7.4 For personal hardship or health reasons, the Superintendent may grant up to thirty (30) duty days of uncompensated leave upon written request from the unit member.

9.8 Judicial Leave

- 9.8.1 Unit members who are required to serve as jurors or to appear in court pursuant to a lawful subpoena shall be entitled to leave without loss of pay, except as provided for hereinafter.
- 9.8.2 Judicial leave, when granted pursuant to Section 9.8.1 may be granted with pay up to the amount of the difference between the unit member's regular earnings and the amount received for jury or witness fees. All fees received by the unit member must be remitted to the District.
- 9.8.3 Unit members who appear in court under a subpoena must submit a copy of the subpoena and/or a court verification of appearance in order to receive pay under this section.
- 9.8.4 If the unit member receives fees which are in excess of regular earnings, the employee shall be excused without pay.
- 9.8.5 In the event that a unit member is required to appear for jury duty or to appear in court pursuant to a lawful subpoena, and a substitute is hired to replace the unit member, such unit member shall not be required to return to work for that day.
- 9.8.6 In the event that a unit member is required to appear for jury duty or to appear in court pursuant to a lawful subpoena for a daily period of time more than one half (1/2) the unit member's paid assignment and a substitute is not hired to replace the unit member, such unit member shall not be required to return to work for that day.
- 9.8.7 With the exception of 12 month contracted employees, unit members summoned to serve jury duty during the student academic calendar may choose to defer jury duty to non-contract days. These employees who receive court permission to defer jury duty to non-contract days shall be paid a flat rate stipend of \$50.00 for each day served. Unit members must attach a copy of

the original summons as well as the court timesheet documenting actual time served to a P-9 form. The P-9 must be submitted to Payroll within ninety (90) days of the employee's return to work. Employees whose original summons was for jury duty during non-contract days shall not be eligible for this provision.~~The parties agree to meet and negotiate in an interest-based problem solving session(s) to consider a stipend for 9.5 month unit members who are summoned to serve on jury duty during scheduled work days and defer jury duty to non-contract days.~~

9.9 Military Leave

Leaves of absence for Military Duty shall be granted and compensated in accordance with all applicable state and federal laws and the provisions of this Agreement.

Additionally, based upon the level of demand and the fiscal resources budgeted by the District, the Board may grant compensated leaves of absence for up to an additional eleven months of one-half regular salary, which the employee would have earned during the twelve-month period of time following commencement of the leave.

9.10 Unauthorized Leave

Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the District and its representatives including all duties and responsibilities as defined by the Education Code, Policies of the Board of Education, the rules and regulations of the District, and provisions of this Agreement.

9.10.1 Unauthorized leave may include, but is not limited to, refusals to provide service, unauthorized use of sick leave, and unauthorized use of other leave benefits.

9.10.2 An employee is deemed to be on unauthorized absence at such time and on such occasions as the employee may absent him/herself from required duties without prior approval of his/her principal or immediate supervisor, except as provided for in this Agreement.

9.11 Compelling Reasons Leave

9.11.1 Each member of the unit shall be eligible to apply for a maximum of three (3) days of Compelling Reasons Leave annually. For the first day granted under this section the unit member shall receive the regular daily rate of pay. For the

remaining two days granted under this section, the unit member shall receive one-half of the regular daily rate of pay.

- 9.11.2 Eligibility for this leave requires at least one workday of advance written notice and approval of the principal or supervisor except in the case of an emergency where prior notice would be impossible.
- 9.11.3 Eligibility for this leave shall be based upon instances of compelling personal importance which require the unit member to be absent from the work site during duty hours. Legitimate reasons for requesting the leave include unavoidable legal or business transactions or matters involving the unit member's household or family.
- 9.11.4 Under no circumstance shall the unit member be permitted to use Compelling Reasons Leave for the purpose of concerted or individual work slowdowns or other refusals to perform regular services or any aspect of preparation relating to a work stoppage. Also, under no circumstance shall Compelling Reasons Leave be granted for recreational purposes or for the purpose of extending a holiday or vacation.
- 9.11.5 All requests for Compelling Reasons Leave shall be subject to a review by the principal or immediate supervisor to determine compliance with the eligibility requirements set forth in this section.

9.12 Release Time for Promotional Examinations

When promotional examinations are scheduled during a unit member's working hours, permanent unit members shall be permitted to take such promotional examinations during working hours, if necessary, without loss of pay or benefits.

9.13 Personal Reasons Leave

If a member of the unit with a five-hour or more daily assignment finds it necessary to be absent for personal reasons, he/she may secure time off by applying to the immediate supervisor if he/she desires to be absent for a period of time of three (3) hours or less. Such leave is without loss of salary and is granted only when a valid reason for the absence exists. The reason for the leave must be based upon unavoidable personal reasons which cannot be scheduled during non-duty hours. Frequent requests for such absences are to be avoided. Such leave may be approved only when the supervisor is certain the unit member's duty

assignment can be adequately covered without the employment of a substitute.

9.14 Family Leave Care

- 9.14.1 A unit member who has been employed one year as a regular classified employee of the District and who has worked at least 1250 hours in the previous twelve (12) month period of employment with the District shall be eligible for family care leave for up to twelve (12) work weeks within a twelve (12) month period.
- 9.14.2 Family Care Leave means leave for reason of the birth or adoption of the employee's child, or placement of foster child with the employee; leave to care for seriously ill child, spouse or parent; leave for the employee's own serious health condition.
- 9.14.3 When applicable, the District may require that a unit member's request for family care leave be supported by a certification issued by a health care provider of the individual requiring leave.
- 9.14.4 Unit members granted family care leave must utilize all available leave and vacation benefits during the period of leave. Following the exhaustion of all paid leave and vacation benefits the unit member shall be placed on unpaid status for the remainder of the family care leave. For purposes of this section "available paid leave" means leave for which the employee meets the District's usual requirements for the use of such leave.
- 9.14.5 Group health plan coverage and premium payments shall be maintained on the same basis as if the employee were in paid status.
- 9.14.6 The District may recover from the unit member the cost of group health plan premium payments paid by the District during periods of unpaid family care leave if the unit member fails to return to work after the expiration of the leave.

9.15 Donation Of Sick Leave For Catastrophic Illness

- 9.15.1 Sick Leave Bank. The District shall establish a catastrophic illness sick leave bank to which eligible unit members may donate earned and unused sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Catastrophic Illness Sick Leave Bank Donation Form." The form shall clearly state that the sick leave days being donated are irrevocably given to the catastrophic illness leave bank, and cannot be rescinded for any reason

whatsoever. A donation to the catastrophic illness leave bank shall be a general donation, and shall not be donated to a specific employee for his or her exclusive use.

- 9.15.2 "Catastrophic illness" is defined to mean an illness or injury that is expected to incapacitate an employee or a member of his or her family, for an extended period of time, and which requires the employee to take time off from work for an extended period of time, and taking an extended period of time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid leave.

Members of the employee's family means the following relatives of the employee: spouse, son, daughter, son-in-law, daughter-in-law, grandchild, domestic partner.

In cases involving a long-established personal relationship between the employee and an individual, a request may be granted at the discretion of the Associate Superintendent of Personnel Support Services or his/her designee.

- 9.15.3 Qualifications to make donations: A unit member must meet the following qualifications in order to make an irrevocable donation to the catastrophic illness leave bank.

- (a) The unit member must be a permanent classified employee of the District.
- (b) The unit member must have an accumulated sick leave balance of at least ten (10) days at the conclusion of the school year immediately preceding.

- 9.15.4 Amount of Donation: An eligible unit member must donate a minimum of eight (8) hours of sick leave to the bank. A unit member may not donate more than forty (40) hours of accumulated sick leave in any one school year.

- 9.15.5 All references in this procedure to hours of donations or utilization are based upon full time employment. Hours of donations or utilization for part time employees shall be credited or used on a pro-rata basis.

- 9.15.6 Maximum number of hours in sick leave bank. The maximum number of hours which may be accumulated in the sick leave bank is 4000 hours.

- 9.15.7 Qualifications of Recipient

- (a) Any permanent unit member who is, or whose family member is suffering from a catastrophic illness is eligible to apply for use of sick leave days in the catastrophic illness leave bank.
- (b) To be eligible for use of sick leave bank days, the unit member must have exhausted all accrued paid leave credits, including all days of partial pay sick leave, vacation and other forms of paid leave.
- (c) A unit member must use all paid leave credits that he or she continues to accrue on a monthly basis before receiving sick leave hours which have been donated to the catastrophic illness leave bank.
- (d) The maximum number of hours to be utilized by one unit member for a single catastrophic illness shall not exceed 400 hours or 50 percent of the total available leave bank, whichever is less.
- (e) Any unit member requesting use of sick leave hours in the catastrophic illness leave bank must provide the Governing Committee with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California. The Governing Committee may require the unit member or family member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability.

9.15.8 Procedure

- (a) Annual solicitation by PSEA. Contributions for the catastrophic illness leave bank shall be solicited by PSEA during the month of November each school year. The District shall prepare all forms which are to be used by PSEA for purposes of solicitation. All donation forms must be received by the Payroll Office of the District no later than the last working day in December of each school year.
- (b) All requests for use of accumulated sick leave hours in the catastrophic illness bank shall be presented in writing to the District, which will forward that request to the Governing Committee. The District shall provide the unit member with a copy of this contract provision. It shall be the responsibility of the unit member to satisfy all conditions of eligibility.

9.15.9 Governing Committee

The Governing Committee shall be composed of five members:

1. Three unit members appointed by PSEA.
2. Two administrators.

The duties of the Governing Committee shall include the following:

1. To approve requests for withdrawal from the sick leave bank.
2. To make any additionally necessary governing decisions relative to the operation of the sick bank.

Governing decisions will be made by consensus, where possible. Where a consensus decision cannot be reached, the governing decisions will be made on the basis of a majority vote; four votes will constitute a majority.

9.15.10 PSEA shall hold the District harmless and indemnify the District from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this section.

9.15.11 The Governing Committee's decision to deny a unit member's request for donated catastrophic illness leave is final and not subject to the grievance procedure.