

TA 12/20/2019
12/20/2019

ARTICLE 9

PUSD Unit II
Proposal #3
November 6, 2019

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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 (1) day per month of service, or major portion thereof, for all employees including those whose service is less than twelve (12) months annually. Credit for leave need not be accrued prior to taking such leave; however, new employees may not take over six (6) days of sick leave until they have completed six (6) months of service. Employees who have been paid for sick leave in excess of their accrued sick leave entitlement shall have their sick leave reduced to reflect such excess payout for use of sick leave. Also, 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 Support Services Department may reasonably require. Persons absent more than five (5) days, shall be required to submit to the District a practicing 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 Equal Employment Opportunity Commission (EEOC) guidelines, that the employee is fit for service. For absences of five (5) days or less, no employee shall be required to provide a health care provider 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 or should an employee be transferred from 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. e.g., 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 fiscal year. Any such days of sick leave beyond those granted under the first paragraph of this rule shall be compensated at fifty 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~~ partial pay leave 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, 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 Unit members have engaged in a concerted work stoppage unless the Unit member provides such certification as required by the Superintendent.

9.2 Industrial Accident and Illness

- 9.2.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave accrues immediately by virtue of employment with the employer.
- (a) Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.
- (b) An employee who has sustained a job-related injury shall report the injury on the appropriate District form as soon as possible to the immediate supervisor. An employee shall report any illness on the appropriate District form to the immediate supervisor as soon as

possible of knowledge that the illness is an alleged industrial illness.

- 9.2.2 Requirements are those provided in compliance with the California Education Code Statutes, but will not exceed a maximum of sixty (60) days for each industrial accident or illness. Medical proof of ability to return to work after this leave with or without restrictions that can be reasonably accommodated ~~limitation or impairment~~ is required. Exceptions may be made for limited workload consistent with District needs and at the discretion of the employer.
- 9.2.3 Allowable leave shall not be accumulative from year to year.
- 9.2.4 Industrial accident or illness leave will commence on the first day of absence.
- 9.2.5 Payment of wages lost on any day shall not, when added to an award of temporary disability granted the Unit member under workers' compensation laws for the State, exceed the normal wages for the day.
- 9.2.6 Industrial accident leave will be reduced by one 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.
- 9.2.7 When an industrial accident or illness occurs at a time when the full 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.
- 9.2.8 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 day's wage or salary for the Unit member's regular assignment.
- 9.2.9 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.

9.3 Personal Necessity Leave

- 9.3.1 The employer will grant to each Unit employee up to ten (10) days of Personal Necessity Leave with pay per year, deductible from sick leave.
- 9.3.2 "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.
- 9.3.3 A maximum of ten (10) days which the Unit employee has earned pursuant to leave of absence for illness or injury (sick leave) may be used by the employee for cases of personal necessity, including but not limited to any of the following:
- (a) Death of a member of employee's immediate family when additional leave is required beyond the employee's bereavement leave or other leaves granted by the employer.
 - (b) Accident, involving the employee's person or property, or the person or property of a member of the employee's immediate family.
 - (c) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
 - (d) Serious illness or surgery involving a member of the employee's immediate family as verified by a medical practitioner.
 - (e) Personal Necessity Leave may be taken to observe religious holidays for a maximum of five (5) days annually. Such leave requests shall be considered with reference to applicable EEOC guidelines.
 - (f) A parent upon the birth or adoption of a child may use Personal Necessity Leave, and shall be granted, upon request, up to twenty (20) days Personal Necessity Leave in addition to the days specified under Article 9.3.1. Effective July 1, 2020, Unit members who are eligible for Parental Leave as described in Section 9.18 shall not be eligible to also receive these twenty (20) days of additional personal necessity leave.

9.3.4 Upon exhaustion of compelling reasons leave, up to two (2) additional days of Personal Necessity Leave may be accessed for graduation of a family member from a four-year college or university.

9.3.5 A parent, step-parent, guardian, foster parent, grandparent, or other person standing in loco parentis to a child, may take up to forty (40) hours of Personal Necessity Leave each year for any of the following reasons:

(a) Up to eight (8) hours in a calendar month to find, enroll, or re-enroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, upon reasonable advance notice;

(b) Upon notice to the supervisor, To address a child care provider or school emergency, upon notice to the supervisor, such as:

1. The school or child care provider has requested the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
2. Behavioral or discipline problems;
3. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
4. A natural disaster, including but not limited to, fire, earthquake, or flood.

9.3.6 If an employee has exhausted regular sick leave, he or she will be eligible to receive a maximum of five (5) days leave at fifty percent (50%) of the employee's regular salary for illness or surgery of an immediate family member, as verified by the employer if necessary. This leave does not accumulate from year to year.

9.3.7 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.

9.4 Judicial Leave

9.4.1 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.

- 9.4.2 Judicial leave, when granted pursuant to Section 9.4.1, 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 witness or jury duty fees received by the Unit members must be remitted to the District.
- 9.4.3 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.
- 9.4.4 The jury duty or witness fee referred to in Section 9.4.2 shall not include amounts reimbursed for mileage, meals, or other similar reimbursements.
- 9.4.5 In the event that a Unit member is required to appear for jury duty or to appear in court pursuant to a lawful subpoena for a daily period of time more than one-half (1/2) the Unit member's paid assignment, such Unit member shall not be required to return to work for that day.
- 9.4.6 Employees who are informed that they will be released from jury duty too late in the day to be included in the following day's work schedule shall inform their supervisors accordingly and shall report to work the following day.
- 9.4.7 With the exception of twelve (12) month contracted employees, Unit members summoned to appear for 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.

9.5 Leave For Legislative Position

- 9.5.1 Any permanent classified employee elected to the Legislature may be granted a leave of absence from duties as an employee of the District. During the term of such leave, the employee may be employed by the School District to perform less than full-time service for compensation and terms and conditions as may be mutually agreed upon. Within six (6) months after the term of office of an employee on leave expires, the employee shall be entitled to return to the position held at the time of election, at the salary the employee would have been entitled to if not absent. If an employee cannot be placed in a vacant position in the same class upon return from the leave of absence, bumping and reemployment rights shall prevail.

9.6 Military Leave

- 9.6.1 Military leaves of absence shall be granted and compensated in accordance with all applicable state and federal laws and the provisions of this Agreement.
- 9.6.2 Ten (10) days unpaid leave for a spouse of a service member returning from duty shall be granted. If available and at the employee's discretion, they may use up to ten (10) personal necessity days.
- 9.6.3 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 (11) months of one-half (1/2) regular salary, which the employee would have earned during the twelve (12) month period of time following commencement of the leave.
- 9.6.4 In addition to any other leave of absence for illness or injury with pay, a classified employee hired on or after January 1, 2017 who is a military veteran with a military service-connected disability rated thirty percent (30%) or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to twelve (12) days for the purpose of undergoing medical treatment for his or her medical service-connected disability. Credit for leave of absence for illness or injury granted under this Section shall be credited to a qualifying classified employee on the first day of employment. Leave of absence for the illness or injury credited pursuant to this Section that is not used during the twelve (12) month period shall not be carried over and shall be forfeited. This leave shall be pro-rated for employees working fewer than twelve (12) months or fewer than eight (8) hours per day. The District may require submission of satisfactory proof that leave of absence for illness or injury granted under this Section is used for treatment of a military service-connected disability.

9.7 Bereavement Leave

- 9.7.1 Every classified employee is entitled to a leave of absence, after making application, not to exceed five (5) days on account of the death of any member of the immediate family. 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.

9.7.2 Members of the immediate family, as used in this Section, mean the parent, grandparent, grandchild, spouse, child, child-in-law, sibling of the employee or spouse, or the ex-spouse who is the parent of the employee's child, or any relative living in, or long established members of, the immediate household of the employee. Spouse is defined to include current husband, current wife or current domestic partner.

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

9.8 Compelling Reasons Leave

9.8.1 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 two (2) days granted under this Section, the Unit member shall receive the regular daily rate of pay. For the third day granted under this Section, the Unit member shall receive one-half (1/2) of the regular daily rate of pay.

9.8.2 Eligibility for this leave requires two (2) workdays of advance written notice and approval of the principal or supervisor except in the case of an emergency where prior notice would be impossible.

9.8.3 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 legal or business transactions or matters involving the Unit member's household or family, or other matters deemed by the Unit member to be of compelling personal importance.

9.8.4 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.

9.8.5 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.

9.9 Absence for In-District Examination & Interviews

9.9.1 An employee shall be permitted to be absent from duties during working hours in order to take an examination or to be interviewed for promotion in the District, without deduction of pay or other penalty, provided that two (2) days notice is given to the immediate supervisor. It is understood it may be necessary for the employee to clean up prior to participating in the interview.

9.10 Leave of Absence Without Pay

9.10.1 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 United States of California and the California Military and Veterans Code, and leave for service in the Peace Corps or Merchant Marines 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.

9.10.2 Employees shall make requests pursuant to Section 9.10.1 on a mutually-agreed upon form. Employees shall be notified in writing whether the request is granted. If the request is denied, the notice shall provide specific reasons for the denial.

9.10.3 The Board of Education may, for good cause, cancel any leave of absence by giving the absent employee thirty (30) days notice.

9.10.4 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.

9.10.5 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.

9.10.6 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.

9.11 Leave to Serve in an Exempt, Temporary, or Limited-Term Position

9.11.1 Any permanent employee who accepts an assignment within the District to an exempt, temporary, or limited-term position shall, during such assignment, be considered, for status purposes, as serving in a regular position and such assignment shall not be considered separation from service. Upon completion of such service, the employee may, with management approval, return to the employee's regular position. Failure to complete the required service will constitute abandonment of position and may be grounds for disciplinary action.

9.12 Unauthorized Absence

9.12.1 Unauthorized absence 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.

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

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

9.13 Family Care Leave

9.13.1 A Unit member who has been employed one (1) year as a regular classified employee of the District and (except for purposes of Parental Leave described in section 9.18) 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.

9.13.2 Family Care Leave means leave for reason of the birth of a child or adoption of the employee's child or placement of foster child with the employee (see also Parental Leave at section 9.18); leave to care for a seriously ill child, spouse, parent or registered domestic partner; leave for the employee's own serious health condition.

9.13.3 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 care.

9.13.4 Unit members granted Family Care Leave must utilize all available paid 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. Unit members with accrued sick leave in excess of one year's accrual may utilize up to four (4) work weeks of their excess sick leave during family care leave to care for a seriously ill child, spouse, parent or registered domestic partner. In cases involving a long-established personal relationship between a unit member and an individual, use of accrued sick leave to care for such individual may be granted at the discretion of the Associate Superintendent, Personnel Support Services or his/her designee.

9.13.5 Group health plan coverage and premium payments shall be maintained on the same basis as if the employee were in paid status.

9.13.6 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.

9.14 Donation of Sick Leave for Catastrophic Illness

9.14.1 Sick Leave Bank. The District shall establish a PSEA-wide 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/her exclusive use.

9.14.2 "Catastrophic Illness" is defined to mean an illness or injury that is expected to incapacitate an employee or an immediate family member for an extended period of time, which incapacity 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/she has exhausted all of his/her sick leave and other paid leave.

"Family member" means the following relatives of the employee: spouse, child, child-in-law, sibling, parent, parent-in-law, grandparent, 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, Personnel Support Services or his/her designee.

9.14.3 Governing Committee. The Governing Committee shall be composed of five (5) members:

- (a) Three (3) Unit members appointed by PSEA.
- (b) Two (2) administrators.

The duties of the Governing Committee shall include the following:

- (a) To approve requests for withdrawal from the sick leave bank.
- (b) To make any additionally necessary governing decisions relative to the operation of the sick leave 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 (4) votes will constitute a majority.

9.14.4 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 the donation.

9.14.5 Amount of Donation: An eligible Unit member must donate a minimum of the equivalent of one (1) day of their contracted 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 (1) school year.

9.14.6 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.

9.14.7 Maximum number of hours in sick leave bank. The maximum number of hours which may be accumulated in the sick leave bank is 8000 hours.

9.14.8 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 partially paid sick leave, vacation and other forms of paid leave.
- (c) A Unit member must use all paid leave credits that he/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 fifty percent (50%) 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 who is incapacitated to undergo an examination by a physician from a list supplied by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability. Results of the examination will be kept confidential except to the extent necessary for the Governing Committee to determine whether the condition meets the standard for catastrophic illness

9.14.9 Procedure

- (a) Annual solicitation by PSEA. Contributions for the catastrophic illness leave bank may be solicited by PSEA throughout the 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 Department of the District no later than the last working day 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 shall 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.

9.14.10 PSEA shall hold the District harmless and indemnify the District from any and all claims, attorney's fees, judgments, costs, or settlements arising from the administration of this Section.

9.14.11 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.

9.15 Maternity Pregnancy Disability Leave

9.15.1 The Board shall provide leaves of absence for any Unit member of the District ~~whose absence is required~~ who is disabled from working 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.

9.15.2 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 for disability ~~that of temporary disability (sick leave)~~ due to pregnancy, miscarriage, childbirth, or recovery therefrom.

9.15.3 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. The District need not assume that the Unit member's physical capacity certification is conclusive, but may require a review and examination by a physician selected by the District or a practitioner of the Unit member's church or denomination selected by the District. Refusal to submit certification of fitness as required by this provision shall be considered by the Board as grounds for some form of disciplinary action.~~

9.15.4 Temporary Duration of Pregnancy Disability Leave (Sick Leave)

~~A pregnant Unit member shall be granted pregnancy temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery there from 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. In either case, the Board may verify the claim of the Unit member that she is disabled from the performance of her duties or capable of returning to her duties in accordance with the procedure contained in Section 9.1 herein.~~

9.15.5 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 there from, 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.

9.16 Short-Term Uncompensated Leave

9.16.1 Members of the Unit may request a Short-Term Uncompensated Leave of absence for a period not to exceed ten (10) days.

9.16.2 Any Unit member wishing to take Short-Term Uncompensated Leave shall obtain prior approval from the principal or immediate supervisor.

- 9.16.3 For personal hardship or health reasons, the Superintendent may grant up to thirty (30) duty days of uncompensated leave from the Unit member.
- 9.16.4 Leave for the birth or adoption of the employee's child, the placement of a foster child with the employee, to the extent the employee is not eligible for paid Parental Leave, leave to care for a seriously ill grandchild, child, child-in-law, sibling, spouse, parent, parent-in-law, grandparent, and leave for the employee's own serious health condition shall be considered appropriate reasons for the granting of Short-Term Uncompensated Leave.

9.17 Personal Reasons Leave

If a member of the Unit with a five (5) 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.

9.18 Maternity and Paternity Parental Leave for Child Bonding/Child Care

- 9.18.1 Pursuant to Education Code Section 45196.1, when a Unit member takes parental (child bonding) leave for maternity or paternity under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA) and pursuant to Section 9.13.1, he or she may use up to twelve (12) work weeks of fifty percent (50%) differential partial pay of his or her regular salary earned and available under the illness or injury sick leave provisions of the Agreement, concurrently with the unpaid FMLA and/or CFRA leave entitlement. The twelve (12) work week differential partial pay shall be reduced by any period of illness or injury sick leave, including accumulated illness or injury sick leave taken during a period of maternity or paternity parental leave pursuant to CFRA (Government code Section 12945.2).
- 9.18.2 For purposes of this Section, "maternity or paternity parental leave" means Child Bonding or Child Care Leave within the first twelve (12) months following the birth of the Unit member's child or the placement of a child with the Unit member in connection with the adoption or foster care of the child by the Unit member, as provided in CFRA.
- 9.18.3 A Unit member shall not be provided more than one twelve (12) week period of parental leave per maternity or paternity leave. However, if a school year terminates before the twelve (12) week period is exhausted, the Unit

member may take the balance of the twelve (12) week period in the subsequent school year.

- 9.18.4 Leave taken under this Section shall be in addition to leave taken by a Unit member due to her disability caused by pregnancy, child birth or related medical conditions.
- 9.18.5 A Unit member must have been employed at least twelve (12) months to qualify for the benefits under this Section. A Unit member need not work any minimum number of hours to be eligible for parental leave under this section.
- 9.18.6 When both parents of the child are employed by the District, they may each take twelve (12) work weeks of Child Bonding or Child Care Leave.
- 9.18.7 The minimum duration of the leave shall be for two (2) weeks. However, the District shall grant a request for a leave of less than two (2) weeks duration on any two occasions and may grant requests for additional occasions of leave lasting less than two (2) weeks.

