

ARTICLE 11: LEAVES

11.1 Sick Leave

- 11.1.1 Every full-time unit member in the District shall be entitled to ten (10) days leave of absence for illness or injury with full pay for each regular school year of service worked except as provided in Article 19, Children's Center and Preschool Program.
- 11.1.2 A unit member who provides less than a full regular year's service shall be entitled to that proportion of ten (10) days of sick leave as actual service bears to a full regular school year of service.
- 11.1.3 Credit for sick leave need not be accrued prior to the taking of such leave by the unit member.
- 11.1.4 Sick leave is accumulated without limit.
- 11.1.5 Unit members who are absent because of illness or accident from the duties to which they have been assigned by the District shall receive their regular full pay for each day and/or period of such absence insofar as such members have credited and/or accumulated sick leave in their accounts to cover the absences, after which Section 11.9.1 comes into effect.
- 11.1.6 If the District has cause to suspect sick leave abuse, the District may require physician's verification of illness.
- 11.1.7 Sick leave may be utilized for doctor or dental appointments.
- 11.1.8 The District shall notify, in writing, all unit members on or before October 1 of each year, of the total number of days of accumulated sick leave, including those they are entitled to for the current year.
- 11.1.9 Unit members required to work beyond the regular work year shall receive one (1) additional sick leave day for each eighteen (18) days extended service.
- 11.1.10 The District agrees to provide a District service to be used by certificated staff to alert the District of staff absences, and for the purpose of securing substitute teachers.
- 11.1.11 For regular classroom teachers, when partial days of sick leave are used, all hours absent will be deducted from the absent teachers sick leave when a substitute teacher is required. If coverage for the teacher is arranged through "Blue Slipping" (See Article 17.13), and no coverage is provided during the prep period, the prep period will not be deducted from the employee's sick leave.

11.2 Industrial Accident and Illness Leave

- 11.2.1 The members of the bargaining unit shall be eligible for industrial illness and accident leave.
- 11.2.2 The accident or illness must have arisen out of, and in the course of, employment of the unit member; and must be accepted as a bona fide illness or injury arising out of, and in the course of, employment by the District's Workers' Compensation Insurance carrier. The following procedure will be used:

- 11.2.2.1 Any unit member who sustains a work-related injury or illness shall report the injury/illness within one (1) business day, unless the injury and/or treatment for the injury prevents the unit member from reporting, to the supervisor or the District Workers' Compensation administrator.
- 11.2.2.2 Unit members are entitled to be treated by their personal physician if they have completed the Predesignation Form before the injury/illness and their physician agreed in writing to provide treatment. It is the unit member's responsibility to inform the treating physician that the injury/illness is work related.
- 11.2.2.3 Unit members are required to provide their supervisor and the District Workers' Compensation administrator with a copy of the doctor's report or note immediately following any doctor visit for a work-related injury. A unit member shall not return to work without first providing this information.
- 11.2.2.4 A Workers' Compensation packet should be filed by the employee within two (2) business days, unless the injury and/or treatment for the injury prevents the unit member from reporting. The injured employee shall return the Employee Claim form as soon as possible to ensure proper reporting.
- 11.2.3 Industrial Accident and Illness leave shall be for not less than sixty (60) days during which the schools are required to be in session, or when the unit member otherwise would have been performing work for the District, in any one fiscal year for the same accident.
 - 11.2.3.1 Effective July 1, 2012, if a unit member is out for half or less of the contracted hours due to industrial accident leave usage entitlement, the unit member shall only have one-half of a day deducted from the unit member's Industrial Accident leave entitlement.
 - 11.2.3.2 Effective, July 1, 2012, if a unit member is out for more than half of the contracted hours due to industrial accident usage entitlement, the unit member shall have a full day deducted from the unit member's Industrial Accident leave entitlement.
- 11.2.4 Industrial Accident and Illness leaves shall not be accumulated from year to year.
- 11.2.5 The leaves under these rules and regulations will commence on the first day of absence.
- 11.2.6 When a unit member is absent from duties on account of industrial accident or illness, the member shall be paid such portion of salary due for any month in which the accident occurs as when added to temporary disability indemnity under appropriate sections of the Labor Code, will result in a payment of not more than full salary.
- 11.2.7 The District shall issue appropriate salary warrants for payment of the unit member's salary and shall deduct retirement, other authorized contributions and any compensation provided the unit member under this Section.

- 11.2.8 On termination of the industrial accident or illness leave, the unit member shall be entitled to sick leave benefits. For this purpose, the member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the member may elect to take as much accumulated sick leave which, when added to temporary disability indemnity, will result in payment of not more than a full salary.
- 11.2.9 Any unit member receiving benefits as a result of these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the Board authorizes travel outside the State.
- 11.2.10 District agrees to furnish the unit member with a copy of the initial form submitted to the District's workers' compensation carrier reporting the accident or illness.

11.3 Bereavement Leave

- 11.3.1 Members of the bargaining unit shall be entitled to the use of up to three (3) days of full paid leave of absence in the event of the death of any member of the immediate family, or up to five (5) days of leave if out of State or 200 miles travel is required.
- 11.3.2 No charge shall be made against the unit member's sick leave account for the use of this leave.
- 11.3.3 For purposes of this leave, members of the immediate family are the mother, father, children, grandmother, grandfather, or a grandchild of the unit member or the immediate family of the spouse or domestic partner of the unit member including step relatives; as well as the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any person living in the immediate household of the unit member and registered with the District on site Emergency Card.
- 11.3.4 Any additional days requested beyond those provided by this Section shall be handled through the provisions of personal necessity leave.

11.4 Personal Business Leave

- 11.4.1 The District may approve leaves of absence for personal business, without pay, upon the recommendation of the Superintendent, except such leaves may not be in excess of one (1) school year.

11.5 Family Illness

- 11.5.1 An absence to care for a member of the family who is ill and who requires the attendance or care of the unit member is authorized with pay. Such leave shall not exceed three (3) days per year and is not cumulative. Days for this leave shall not be deducted from the sick leave account.
- 11.5.2 For purposes of this regulation, members of the immediate family are as defined in Section 11.3.3.

11.6 Sabbatical Leave

- 11.6.1 General Provisions

Members of the bargaining unit may apply to take sabbatical leaves to improve themselves and/or benefit the school system through study or research. The District shall pay one-half salary. Any monies related to professional growth, such as fellowships, grants, stipends, may be accepted by the unit member on leave. A planned program of travel may be substituted for study or research.

- 11.6.2 The primary purpose of the sabbatical leave is to allow for formal graduate study.
 - 11.6.2.1 A minimum of twenty (20) units and a maximum of thirty (30) units study will be required for year leaves with the appropriate fraction required for half-year leaves. The course of study may be for formal college credit or in courses that are audited.
 - 11.6.2.2 In order of preference, work undertaken should be in the unit member's own field of work, closely related field, independent research in consultation with the Superintendent and/or the writing of a doctoral dissertation.
- 11.6.3 A maximum of one percent (1%) of the professional staff may be on sabbatical leave at any one time.
- 11.6.4 Members of the bargaining unit who have been in the employ of the District for seven (7) consecutive years will be eligible for sabbatical leave.
- 11.6.5 Applications for leaves for the first semester must be in the Superintendent's Office not later than the first school day of the preceding May. Applications for leaves during the second semester must be in the Superintendent's Office not later than the first school day of the preceding November. Applications must be made on the standard forms provided by the Superintendent's Office.
- 11.6.6 Leaves will not be granted for the purpose of engaging in gainful occupations and for the purpose of studying for trades or other professions. Staff members while on leave will not be employed to do any work for the school system. Outside activities in which staff members engage for pay during the regular school year may be continued, but must not be expanded in any way during the period of leave. All activities for which leaves are granted must be planned in consultation with the Superintendent. Any changes in such plans must be approved, in advance, by the Superintendent.
- 11.6.7 Staff members must agree to return to the District for a period of not less than two (2) years immediately upon conclusion of the leave.
- 11.6.8 When formal college credit has been granted during the leave, an official transcript will be required.
- 11.6.9 When leaves have been granted for any other purpose, written reports and planned consultation with the Superintendent will be required.
- 11.6.10 At the expiration of the leave of absence, the unit member shall, unless otherwise agreed, be reinstated in the position held at the time of the granting of the sabbatical leave, or in a similar position.

- 11.6.11 The unit member returning from sabbatical leave will progress on the salary schedule as if the member had remained in active service.
- 11.6.12 It is the responsibility of the unit member to share skills, information and/or knowledge with other members of the staff at the discretion of the District.
- 11.6.13 This leave shall not be available to Children's Center or Preschool unit members.

11.7 Maternity Leave

- 11.7.1 In conformance with California Education Code Section 44956, any unit member who is pregnant shall be entitled to use of sick leave for maternity purposes when there is a disability caused or contributed to by pregnancy, miscarriage, childbirth or recovery there from.
- 11.7.2 Members of the bargaining unit experiencing a disability as described above, shall have the option of either receiving or not receiving pay during the period of disability. Each day for which such pay is received shall be charged against her accumulated sick leave.
- 11.7.3 The length of the maternity leave, including the beginning and ending dates, shall be determined by the unit member and her physician.
- 11.7.4 A unit member on parental leave of absence, as described in Section 11.8, will be entitled to receive the benefits of this paragraph during any period of such leave when she experiences a disability as herein defined.
- 11.7.5 If the District has cause to suspect abuse, the District may require the unit member's claim of disability be verified by a physician of the District's choice.
- 11.7.6 Disability due to pregnancy or childbirth shall be applied on the same terms and conditions as other temporary disabilities.
- 11.7.7 The District Maternity Leave Packet is available through Human Resources.

11.8 Parental Leave

- 11.8.1 Parental leave of absence, without pay, may be granted to a member of the bargaining unit for the purpose of child bearing and/or child rearing.
- 11.8.2 A member of the bargaining unit who is pregnant may request a leave of absence which may begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. The unit member shall request the leave, in writing, at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice a physician's statement certifying her pregnancy, or a copy of the birth certificate of her child, whichever is applicable. A unit member who is pregnant may continue in active employment throughout her pregnancy as long as she is able to perform required functions.
- 11.8.3 A member of the bargaining unit may request a one (1) year parental leave of absence to begin within two (2) years after the birth of the child, or within one (1) year after receiving de facto and/or de jure custody of any infant child that is five (5) years of age or less; or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

- 11.8.4 A maximum of one (1) year extension of a regular parental leave of absence may be requested provided the request for extension is received by the District no later than forty-five (45) calendar days prior to the expiration of the original leave, and the District can secure an adequate replacement.
- 11.8.5 Salary schedule credit in years of service will not accrue to a unit member on this leave, unless the unit member works the equivalent of at least seventy-five percent (75%) of the school year.
- 11.8.6 Any unit member who has been on a parental leave for two (2) semesters or less and notifies the District of a desire to return to active employment shall, within a reasonable time, be assigned to a position similar to the position held at the time the leave commenced.
- 11.8.7 While on parental leave, the unit member shall have the option to remain an active participant in the fringe benefit program of the District by contributing the full amount of premiums normally paid by the District for those who are actively employed.
- 11.8.8 The granting of a parental leave of absence shall not deprive the District of its right to dismiss a probationary member in accordance with Sections 44948 and 44951 of the California Education Code or other applicable provisions of law.
- 11.8.9 No sick leave will be accumulated by a unit member who is on an unpaid parental leave of absence.

11.9 Extended Illness Leave

- 11.9.1 Any unit member who must be absent because of accident or illness whether work connected (or not) is entitled to one hundred (100) work days of leave. The amount deducted from the salary due him or her shall not exceed the amount paid a substitute or the amount that would have been paid a substitute if no substitute is obtained. The sick leave, including accumulated sick leave, and the one hundred (100) work days shall run consecutively.
 - 11.9.1.1 An employee shall not be provided more than one 100-work-day period per illness or accident. However, if a school year terminates before the 100-work-day period is exhausted, the employee may take the balance of the 100-work-day period in a subsequent school year.
- 11.9.2 Unit members on extended leave shall continue to be provided with the full range of regular member fringe benefits as provided in the Agreement.
 - 11.9.2.1 For the period of time, if any, between the elapse of the One hundred ten (110) days of extended illness leave, and The time a unit member is eligible for participation in federal or state disability programs, the District agrees to pay the premiums of existing insurance benefits.
 - 11.9.2.2 The District agrees to continue the payment of Health and Welfare benefits for those who exhaust their eligibility under the extended illness leave through the end of the school year in which the leave expires.

- 11.9.3 Time spent on extended illness leave shall be accepted by the District for purposes of allowing advancement on the salary schedule.
- 11.9.4 Members of the bargaining unit utilizing these extended illness leave provisions who are medically able may return to a position for which they are credentialed and qualified upon notification to the District. When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent beyond differential leave, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months (if permanent) or twenty-four (24) months (if probationary). When a unit member is medically able to return from the reemployment list, he or she shall be assigned to a position for which he or she is credentialed and qualified as set out in Education Code § 44978.1.
- 11.9.5 If the District has cause to suspect abuse, the District may require a member's claim of disability be verified by a physician of the District's choice.
- 11.9.6 The district shall continue contributing the full amount of premiums for participation in the District's fringe benefits program normally paid for those who are actively employed while a unit member is on paid long-term leave.

11.10 Jury, Court Witness and Voting Leave

- 11.10.1 The District shall pay full salary for absence when the absence is caused as a result of jury duty. Release time will be given to members for appearance when subject to subpoena in any job related proceedings. All monies received by the unit member for jury duty shall be reimbursed to the District, except for reimbursement for expenses.
- 11.10.2 The District may grant leaves of absence as a court witness with pay. All moneys received by the unit member as a court witness shall be reimbursed to the District, except for reimbursement of expenses.
- 11.10.3 If a member of the bargaining unit does not have sufficient time outside of working hours within which to vote in a statewide election, the unit member may, without the loss of pay, take off enough working time, as when added to the voting time outside working hours, enable the unit member to vote.
 - 11.10.3.1 Time off without loss of pay is limited to a maximum of two (2) hours.
 - 11.10.3.2 Unit members must give at least two (2) working days notice that the above time off is required to enable the unit member to vote.

11.11 Personal Necessity Leave

Members of the bargaining unit may use seven (7) days of allowable sick leave in cases of personal necessity during one (1) school year. Unit members may petition the Human Resources Department for up to five (5) additional days, which may be awarded at the department's sole discretion as limited by 11.11.1.

- 11.11.1 Members may use personal necessity leave in cases of death of a member of the immediate family, other relatives including foster parents, step parents, and close personal friends; in case of accident, illness or injury involving the unit member's personal property, or the personal property of a

member of the immediate family, other relatives including foster parents, step parents, and close personal friends; to attend to legal matters; the birth or adoption of his or her child; in cases where the unit member is unable, in an emergency situation, to reach the assigned place of duty because of circumstances totally beyond control; for matters affecting the well being of a unit member or the immediate family; for religious observances; and for attendance at weddings or ceremonies honoring the unit member or members of the immediate family.

11.11.2 Immediately upon return, the unit member shall complete the appropriate District form 4157-1-PER and submit it to the Human Resources Department.

11.11.3 Immediate family as used in this Article shall include only those persons defined in Section 11.3.3.

11.11.4 Personal necessity leave shall not be used for any of the following:

11.11.4.1 Attendance at, or participation in, functions or activities, which are primarily for the unit member's pleasure, amusement or personal convenience.

11.11.4.2 Extension of holidays or vacation periods for personal convenience.

11.11.4.3 Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules.

11.11.4.4 Seeking or engaging in remunerative employment.

11.11.4.5 Engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting, or any other activity related to work stoppage or political campaigning.

11.11.5 Whenever possible, as a courtesy, a unit member's request to use personal necessity leave shall be submitted to the site administrator or designee on the appropriate District form 4157-1-PER at least three (3) working days prior to the desired absence.

11.11.6 Appeals of determination made by the District shall go through the grievance procedure in District policy.

11.12 Unpaid Long-Term Leave

11.12.1 A unit member, while on unpaid long-term leave, shall have the option to remain an active participant in the fringe benefit program of the District by contributing the full amount of premium normally paid by the District for those who are actively employed.

11.13 Association Leave

There shall be allowed to the Association sixty (60) days leave. No more than twenty (20) days of such Association Leave shall be used by the President of the Association, and no more than ten (10) days of such Association Leave shall be used by any other single

Association member during the school year. The Association shall reimburse the District for the cost of a substitute hired for the Association members using such Association Leave.

Old 11.14 Exchange Days has been moved to YRE Appendix and replaced with No Tell Days language in the current contract.

11.14 No Tell Days

11.14.1 Those unit members who have accumulated not fewer than twenty (20) days of sick leave, effective July 1 of a fiscal year, may use one day annually for each twenty (20) days of accumulated sick leave without providing reason.

11.14.1.1 These days shall not be used for 11.11.4.5

11.15 Family Medical and Care Leave

11.15.1 The District agrees to comply with the State and Federal laws on Family Leaves. The FMLA provides that eligible employees (those who have worked 1250 hours in the previous year) may have unpaid leave for specific reasons of up to twelve (12) weeks without losing health benefits. Other paid leaves may be offset against the 12-week period. Specific information can be attained at the District office.

11.16 Catastrophic Leave

11.16.1 The District and WTA agree to create a certificated employee Catastrophic Leave Bank.

11.16.2 The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, and verifying the validity of requests. If it is feasible within the current reporting system, the District will provide an annual statement of sick leave which captures the status of a participant in the Sick Leave Bank. A joint District-WTA committee composed of two members appointed by WTA and two members appointed by the Superintendent will review requests, approve or deny the requests, and communicate its decisions, in writing, to the participants within ten (10) days (even if the decision is that the committee needs more information prior to making a final decision).

11.16.3 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with this article.

11.16.4 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

11.16.5 The WTA Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria:

11.16.5.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family (as defined in 11.3.3 of the collective bargaining agreement) which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended 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 time off. Participants

applying for an initial grant from the Leave Bank shall be required to submit to the District a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. The District and members of the Committee shall keep information regarding the nature of the illness confidential. The District may require a medical review by a physician of the Committee and District's choice at the participant's expense. Only a physician who qualifies under the District offered insurance programs shall be chosen. Refusal to submit to the medical review will terminate the participant's continued receipt of a grant. The Committee may deny a grant based upon the medical report and the criteria for catastrophic illness set out above.

11.16.5.2 "Eligible leave credits" means sick leave accrued to the donating employee.

11.16.5.3 If the transfer of eligible leave credits is approved by the Joint District-WTA Committee, the Committee shall determine the amount of leave from the bank available to the requesting employee provided that the amount of time that donated leave credits may be used for is not to exceed an authorization of 12 months. Eligible leave credits may be donated to an employee for catastrophic illness or injury if all of the following requirements are met:

11.16.5.3.1 The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.

11.16.5.3.2 The District determines that the employee is unable to work due to the employee's or the family member's catastrophic illness or injury.

11.16.5.3.3 The employee has exhausted all accrued paid leave credits except 100-work-day (five-month) leave shall be exhausted concurrently and the amount donated leave adjusted appropriately. In the event that the employee is already on 100-work-day (five-month) leave when approved for catastrophic leave, the amount remaining shall be exhausted concurrently.

11.16.5.3.4 If a participant is incapacitated, applications may be submitted to the District by the employee's agent or member of the employee's family.

11.16.5.3.5 A day of donated sick leave shall be considered one day for purposes of credit to the Catastrophic Leave Bank, regardless of the number of hours that

donated day would have been worth to the member making the donation.

- 11.16.5.3.6 If an employee uses a day from the Catastrophic Leave Bank, pay for that day shall be the same pay the employee would have received had the employee worked that day.
- 11.16.5.3.7 Any illness or injury for which the employee has applied for workers' compensation shall be excluded from the use of the Catastrophic Leave Bank.
- 11.16.5.4 An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- 11.16.5.5 For any grant made prior to the 10th of the month, the employee will be paid at the end of the month, and each subsequent month as applicable. For any grant made after the 10th of the month, the unit member will be paid at the end of the following month and each subsequent month as applicable.
- 11.16.5.6 Employees who are granted use of the Catastrophic Leave Bank shall be considered in regular paid status during such use.
- 11.16.6 All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank if they have accrued a minimum of ten (10) days sick leave.
- 11.16.7 Participation is voluntary, but requires contribution to the Catastrophic Leave Bank. Only contributors will be permitted to withdraw from the Bank.
- 11.16.8 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next designated open enrollment period of the Catastrophic Leave Bank. The open enrollment period will be between July 1 and September 30 of each school year.
- 11.16.9 The contribution, on the appropriate form will be authorized by the Unit Member and continued from year to year until canceled by the Unit Member.
- 11.16.10 Cancellation may be done at any time, but the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Unit Members cancels.
- 11.16.11 Contribution shall be made between July 1 and September 30 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new Unit Members and those Unit Members returning from leave.

- 11.16.12 The annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave or compensatory time, which shall be deemed to equate to the legal minimum, required by Education Code 44043.5. A maximum of five (5) days can be contributed. A day for the purposes of donation is a normal teacher workday except for part-time employees whose percentage of contract shall dictate their required contribution. Should a part-time employee draw from the bank, their withdrawal shall be based upon their percentage of contract at the time of the contribution.
- 11.16.13 Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank.
- 11.16.14 If the number of days in the Bank at the beginning of a school year exceeds six hundred (600), no contribution shall be required of Unit Members. Those Unit Members joining the Catastrophic Leave Bank, for the first time, shall be required to contribute one (1) day to the Bank.
- 11.16.15 Eligibility shall become effective immediately upon the exhaustion of accrued sick leave.
- 11.16.16 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide these leave benefits. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 11.16.17 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.
- 11.16.18 The eligibility decision and the numbers of days authorized by the Joint Committee are not subject to the grievance procedure.