

ARTICLE XI

LEAVES

11.1 General Provisions

- 11.1.1 Notwithstanding any other provision of this contract, the District may require, based upon reasonable suspicion of abuse, verification of the reason for an absence from scheduled duties or assigned work locations, and in the event illness is claimed, a physician's written verification may be required.
- 11.1.2 Members of the immediate family, as used in this Article, is defined as: the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, stepchild, foster child, brother, or sister of the employee, or any relative permanently living in the immediate household of the employee.
- 11.1.3 Employees shall complete and file an absence report with their supervisor the first day of duty following any absence.

11.2 Sick Leave

- 11.2.1 An employee is entitled to one (1) day of sick leave for each month of service rendered the District.
- a. For purposes of this Section, a "Day" means the employee's regularly assigned duty period; i.e., eight hours, six hours, four hours, etc.
 - b. At the beginning of each fiscal year, the full amount of Sick Leave the employee is entitled to under this Section shall be credited to each employee. Credit for Sick Leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.
 - c. A probationary employee of the District shall not be eligible to take

more than six 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.

- 11.2.2 Sick Leave may be accumulated without limitation.
- 11.2.3 The District shall authorize an employee to use vacation upon exhaustion of their sick leave.
- 11.2.4 For employment of less than a full school year, sick leave shall be prorated.
- 11.2.5 Any illness extending beyond five (5) consecutive working days may require the signature of the doctor.
- 11.2.6 Doctor and dentist appointments scheduled during the employee's regular work day shall be deducted from sick leave.
 - a. Employees shall make every effort to schedule non-emergency doctor and dental appointments outside of their regular working hours.
- 11.2.7 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of the illness.

11.3 No-tell Days

- 11.3.1 Up to three (3) days per year may be claimed as No-tell Days. (These three [3] days are included in the allocated amount of sick leave that each classified employee receives on a yearly basis as defined in Article 11.2). These days may be claimed, without verification, at the discretion of the employee.
 - a. These days
 - (1) Must be scheduled and pre-approved at least five (5) working days in advance;
 - (2) Shall not be used for other employment.

11.4 Personal Necessity Leave

11.4.1 Employees shall be allowed up to seven (7) days of accumulated Sick Leave, which shall be deducted from such accumulated leave and which shall not be carried over from year to year.

11.4.1.1 An employee shall be entitled to use leave provided by this Section, at his/her election, in cases of personal necessity.

11.4.1.2 An employee shall be entitled to use Personal Necessity Leave for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate attention and which cannot be dealt with during off-duty hours.

11.4.1.3 Personal Necessity Leave shall not be used for any of the following:

- a. Political, recreational, or social activities;
- b. Employee Association business;
- c. Other employment;
- d. Any illegal activity.

11.4.2 The employee shall request Personal Necessity Leave on the appropriate form, at least two (2) working days in advance, except in case of emergency.

11.4.3 The District reserves the right to restrict the number of employees using this leave on any given day.

11.4.4 Personal Necessity Leave may not be granted to extend a vacation period or provide additional days off immediately preceding or following a holiday.

11.5 Maternity Leave

11.5.1 An employee may utilize earned Sick Leave and Extended Sick Leave for absences necessitated by disability or illness related to pregnancy,

miscarriage, childbirth, and recovery therefrom.

11.5.2 The necessity for such use of sick leave shall be verified by the employee's doctor on a form provided by the District.

11.5.3 An employee may agree in writing with the Superintendent to take maternity leave without pay.

11.6 Immediate Family Leave

Serious illness in the immediate family, which requires an employee to be absent from duty to attend to the needs of the immediate family member, shall be charged to Sick Leave under this Article. The maximum leave under this Section shall be five (5) days.

Deductions from the employee's salary shall be made in those instances where the employee does not have Sick Leave benefits available.

11.7 Bereavement

11.7.1 An employee is entitled to three (3) days bereavement leave for the death of any member of his/her immediate family.

11.7.2 Up to five (5) days is allowed if travel of three hundred (300) miles or more one way is required.

11.7.3 Leaves of absence for bereavement other than Immediate Family, as herein defined, (such as brother/sister-in-law) may be requested under Personal Necessity.

11.8 Jury Duty

Leave of absence without loss of pay shall be granted for:

11.8.1 Subpoenaed to be a witness in court in a case in which the employee is not an interested party or a voluntary witness.

11.8.2 In case jury duty must be served, the District will pay up to the amount of the

difference between the employee's regular earnings and the amount, if any, he/she receives for jury or witness fees.

11.8.3 It is the employee's responsibility to report absence for witness or jury duty in the same manner as for any other absence, and to present evidence of any pay received pursuant to such leave.

11.9 Military Leave

An employee shall be entitled to any Military Leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of Military Leave.

11.10 Extended Sick Leave

Employees in the bargaining unit whose Sick Leave benefits per Section 11.2 have been exhausted and who must still be absent from duty because of illness or injury shall receive not less than fifty percent (50%) of their regular rate of pay for total period of one-hundred (100) working days. Such one-hundred (100) working day period shall commence on the first day after the exhaustion of Sick Leave benefits under Section 11.2.

11.11 Industrial Accident/Illness Leave

11.11.1 An employee suffering an injury or illness arising out and in the course and scope of employment shall be entitled to a paid leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

11.11.2 The District shall pay the employee's regular rate of pay but any amount received by the employee for Workers' Compensation shall be turned over to the District.

11.11.3 Industrial Accident or Illness Leave will commence on the first day off, provided

such absence is ordered by a licensed physician who has examined the employee and/or the employee is receiving an award from Workers' Compensation Insurance for wages lost.

- 11.11.4 Payment for wages lost on any day shall not, when added to an award granted the employee under Workers' Compensation laws of this State, exceed the normal wage for the day.
- 11.11.5 Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- 11.11.6 Should Industrial Accident or Illness Leave exceed the amount of days granted herein, the employee shall use his entitlement to other Sick Leave, however, if the employee is receiving Workers' Compensation, he/she shall be entitled to use only so much of his/her accumulated Sick Leave, accumulated Compensatory time, Vacation, or other available leave, which when added to his/her Workers' Compensation award, provide for a full day's wage.
- 11.11.7 Periods of leave of absence, paid or unpaid, shall not be considered a break in the service of the employee.
- 11.11.8 During all paid leaves of absence, whether Industrial Accident Leave, Sick Leave, Vacation, Compensated time off, or other leave provided by law or action of the Board of Trustees, the employee shall endorse to the District wage loss benefit checks received under Workers' Compensation laws of the State of California. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary.
- 11.11.9 The District shall restore to an employee returning to work from Industrial Accident/Illness leave his previous position. Employees with any restrictions

from participation in regularly assigned duties, requesting a return to duty status, if not restored to their former position, may be assigned to another vacant position for which the employee is qualified. Once restrictions have been removed by medical release, the District shall as soon as possible, restore the employee to his/her original position.

- 11.11.10 When all available leaves of absence, paid or unpaid, have been exhausted, and the employee is not medically able to assume the duties of the position, the employee shall be placed on a re-employment list for thirty-nine (39) months.

11.12 Long-Term Health Leave, Non-Industrial

In the event a permanent employee is unable to return to work after all sick leave and vacation is exhausted due to a non-industrial illness, he/she may be placed on leave of absence for a period not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods, but not to exceed a total of eighteen (18) months.

- 11.12.1 Restrictions: An employee on long-term health leave does not accrue days of earned sick leave and vacation, nor is he/she entitled to pay for holidays or Board-granted days off.

- 11.12.2 Employee Status During and Following Long-Term Health Leave:

An employee may return to the duties of a position within the class to which he/she was assigned at any time that his/her attending physician certifies that he/she is fully able to assume all responsibilities of the position. At the conclusion of all leaves of absence, if the employee is still unable to assume the duties of his/her position, he/she will be placed on a re-employment list for a period of thirty-nine (39) months. The District, at its expense, may request the

employee be examined by a physician of its choosing to determine if the employee is able to assume his/her duties.

11.13 General Leave

General unpaid leave of absence may be requested by an employee who has been employed on a permanent basis for at least three (3) years. Leave requests must be submitted in writing to the Human Resource Department ten (10) days prior to the requested leave date. Leave shall not be granted for a period of longer than six (6) months. Such leave will be granted without pay. An employee who is granted unpaid leave is guaranteed a position in their classification upon return. Leave shall not be unreasonably denied and will be considered consistent with the operational needs of the district.

11.14 Catastrophic Leave

When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time, fellow bargaining unit members may donate accrued vacation and sick leave credits to that employee under the specific requirement of this article.

Donations made under the catastrophic leave program shall be strictly voluntary.

11.14.1 An employee who is, or whose family members is, suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the catastrophic leave program.

11.14.2 “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 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/she has exhausted all of his/her sick leave and other paid time off.

11.14.3 Upon requesting donations under this program, the employee shall provide

verification of the catastrophic injury or illness.

11.14.4 The Superintendent or designee shall determine:

- a. That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury, and
- b. That the employee has exhausted all accrued paid leave credits.

11.14.5 When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued vacation and sick leave credits.

11.14.6 The Superintendent or designee shall inform bargaining unit employees of the means by which donations may be made in response to the employee's request.

11.14.7 Any bargaining unit employee, upon written notice to the District, may donate accrued vacation and/or sick leave credits to the requesting employee at a minimum of eight hours, and in hour increments thereafter. All transfers of eligible leave credit shall be irrevocable.

11.14.8 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than 30 of their work days.

11.15 Break in Service

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