## ARTICLE 9 – LEAVES OF ABSENCE

9.1 General Leave Provisions

9.1.1 Break in Service. No absence under any paid leave provisions of this Article shall be considered a break in service.

9.1.2 Report of Absence. All employees must submit a report of absence form for any leave. In instances where the District has a need for verification, the employee shall be required to provide appropriate verification, which may include a physician's report, for any leave that he/she is claiming. Any payment made for a leave provided in this Article shall either be charged to the appropriate leave, refunded by the employee or deducted from his/her next paycheck.

9.1.3 Notice of Absences. Employees shall notify their manager at least 24 hours in advance, or as soon as possible.

9.2 Leaves of Absence With Pay

9.2.1 Sick Leave

9.2.1.1 Every employee in a paid status shall be allowed one full day per month for absence caused by personal illness.

9.2.1.2 Employees working less than full-time assignments shall be entitled to receive on a pro-rata basis the sick leave amount provided in 9.2.1.1 above.

9.2.1.3 Probationary employees' sick leave shall be prorated from the date of hire.

9.2.1.4 Permanent employees shall be credited at the beginning of each fiscal year with the number of full-pay sick leave days provided for their assignment year.

9.2.1.5 There shall be no limit to the year-to-year accumulation of unused full-pay sick leave.

9.2.1.6 The Chief Personnel Officer or designee may require any employee to report for a health examination when in his/her judgement it is apparent that the employee or the District may be harmed if the condition is allowed to continue. The District shall pay for any such requires examination.

If the report of the physician shows the employee is unable to perform the essential functions of the position, or if the employee's presence in the work environment creates an unhealthy situation for other employees due to the risk of contagion, the employee will be required to take appropriate leave for the duration of the employee's medical or physical condition unless the employee resigns, retires, or is terminated.

9.2.2 Industrial Injury and Illness Leave.

9.2.2.1 Eligibility. The provisions of this section shall apply to employees who have permanent status in the classified service.

9.2.2.2 Industrial Leave Allowance. An employee absent from duty because of industrial injury or illness resulting from a regular assignment and qualifying under the provisions of the workers' compensation insurance law, shall be allowed for each injury or illness, full salary from the first day of absence to and including the last day of absence not to exceed 60 working days. Allowable leave under this section shall not be accumulative from year to year.

9.2.2.3 Normal Wage Amount. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day. The normal wages for the day shall, in the case of employees paid on an hourly basis, be based on the assigned time of the employees.

9.2.2.4 Use of Other Leaves. If an employee is still receiving worker's compensation insurance benefits after entitlement to industrial injury or illness leave is exhausted, he/she shall then be placed on regular sick leave. If, when an employee goes on regular sick leave he/she is receiving worker's compensation insurance benefits, he/she shall be entitled to use only so much of such other sick leave benefits which, when added to worker's compensation insurance benefits, provide for a normal full day's wage or salary.

9.2.2.5 Leave After Worker's Compensation. If the employee is no longer receiving worker's compensation insurance benefits, but is still unable to return to work as determined by the District's designated medical provider or his physician, he/she shall then be placed on regular sick leave.

9.2.2.6 After Exhaustion of All Available Leaves. When all available leaves of absences have been exhausted and the employee is not medically able to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of 39 months.

9.2.3 Extended Sick Leave.

When an employee is absent due to illness or injury in excess of the number of accumulated sick leave days, the employee shall be granted disability leave for up to five (5) months during which time there shall be deducted from the salary due the employee the amount actually paid to a substitute employee.

This extended sick leave shall be inclusive of, and run concurrently with any other paid sick leave, holiday or vacation to which the employee is entitled. In the case of a worker's compensation disability, the five-month period shall commence sixty (60) working days following the first day of absence.

9.2.3.1 Before an employee's extended sick leave ends, the employee shall notify his/her supervisor and the Chief Personnel Officer of his/her intentions to return to work and the estimated date of return to work. The employee also shall provide a physician's written verification of his/her ability to return to work to Personnel Services. If unable to return, he/she shall:

9.2.3.1.1 be placed on a reemployment list for 39 months

9.2.3.1.2 terminate service by resignation

9.2.3.1.3 request retirement, if eligible

9.2.3.2 Verification of illness or disability by a physician may be required when the District believes that an employee is abusing sick leave privileges or when the District believes that an employee is medically unfit to perform the essential functions of the employee's classification. Verification also may be required from a physician selected by the District, at District expense.

9.2.4 Employment During Extended Sick Leave. Employees while on sick or other paid leave may not attain other employment.

9.2.5 Personal Necessity Leave. Employees may use up to seven days of illness leave in any fiscal year in cases of personal necessity, upon approval of the Chief Personnel Officer, as follows:

9.2.5.1 circumstances that are serious in nature, that the bargaining unit member cannot reasonably be expected to disregard, that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.

9.2.5.2 Serious ill ness or death of a member of the immediate family when additional leave is required beyond that provided in this Agreement. The term "immediate family" is defined in Section 9.2.6 of this Agreement.

9.2.5.3 accident, involving his/her person or property, or the person or property of a member of his/her immediate family. (See Section 9.2.6 of this Agreement for definition of immediate family.)

9.2.5.4 appearance in any court or before any administrative trial as a litigant, parties, or witness under subpoena or any order made with jurisdiction.

9.2.5.5 the District retains the right to verify leaves.

9.2.6 Bereavement Leave. Employees shall be granted a paid leave of absence not to exceed three (3) days, or five (5) days if travel in excess of 200 miles one way is required, on account of the death of a member of his/her immediate family. Members of the immediate family, as used in this section, means the following individuals related to the bargaining unit member or the spouse/registered domestic partner of the unit member.

- spouse/domestic partner
- child
- stepchild
- parent
- stepparent
- grandparent
- grandchild
- sibling
- daughter-in-law
- son-in-law
- brother-in-law
- sister-in-law
- aunt
- uncle
- niece
- nephew
- any person living in the immediate household of the bargaining unit member
- parent of the bargaining unit member's child

9.2.7 Military Leave. Employees shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leaves in writing and shall supply the District with orders and status reports.

9.3 Leaves of Absence Without Pay

9.3.1 Family Care Leave

9.3.1.1 Qualifying unit members are eligible for various leaves under CFRA and FMLA. The District shall comply with the California Family Rights Act of 1993 (CFRA) and The Family and Medical Leave Act of 1993 (FMLA).

9.3.1.2 The District shall pay the employer's regular health benefits contributions for up to 3 months during the 12-month period. The District may recover the District's contribution if the employee fails to return from leave, except if the employee is in continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control.

9.3.1.3 An employee requesting Family Care Leave for any purpose may, at the employee's option, use accumulated vacation, or other applicable paid leave provided for in this Agreement. The total amount of permissible family care leave will be reduced by the amount of other leave used.

9.3.2 Effects of Leave Without Pay

9.3.2.1 Time elapsed while on leave of absence without pay shall not be counted toward seniority for promotion, compensation, sick leave or vacation privileges, unless the leave of absence is granted for government service.

9.3.2.2 Leaves of absence without pay shall be approved by the Board of Education on an annual basis. While on leave employees eligible for benefits shall be provided the opportunity to participate in the medical and dental programs at the employee's expense.

9.3.3 Cancellation of Leave

9.3.1.1 The Board of Education may, for cause, cancel any leave of absence and the employee shall then report for duty no later than the third working day following receipt of notification of such cancellation.

9.3.1.2 The employee may request to cancel a leave of absence and the employee will be notified in writing of the District's decision.

9.3.4 Employment While on Leave. An employee while on unpaid leave of absence previously approved by the Board of Education may not accept other employment without the prior written approval of the Board of Education.

9.4 Medical Examination. The District shall pay the cost of medical examinations required by the District. The District may require bargaining unit members to take examinations by District appointed physicians, psychiatrists and/or psychologists.