

Article 7 - Leaves

7.1 Provisions Applicable to all Leaves

7.1.1 Leave Applications

7.1.1.1 It is the responsibility of the bargaining unit member to make timely application for all leaves, in accordance with this Agreement, to assist in the effective and efficient management and operation of the school District. The supervisor shall be responsible for timely processing of leave applications, including making inquiries and investigations and advising the bargaining unit member of the disposition of the application (approval, disapproval, or forwarding with recommendation, as appropriate).

7.1.1.2 Except in cases of emergency when the bargaining unit member could not reasonably have been expected to make application in advance, all requests for leave shall be made on the District's Application for Leave Form sufficiently prior to the requested leave to enable the supervisor to evaluate the reasonableness of the request (as to District's needs) and to advise the bargaining unit member of approval/disapproval or other action before the absence commences.

7.1.2 Return to Work

It is the absent bargaining unit member's responsibility to properly notify his/her immediate supervisor if s/he will be returning to work next workday. Normally, this notification will be indicated on the Application for Leave, if submitted prior to the absence, i.e., the bargaining unit member will be expected to return to work the next scheduled workday following the last day of approved leave.

However, in emergency situations, when prior application is not feasible, other means of notification shall be used to get the message to the supervisor.

7.1.2.1 For bargaining unit members whose regular work assignment is the full-time day schedule, a telephone message received before 2:30 p.m. in the office of the bargaining unit member's supervisor, or in the District Personnel Services Office, will serve as the required notification.

7.1.2.2 For bargaining unit members on a late shift, i.e., night custodians, notification must be received in the office of the bargaining unit member's supervisor before 9:00 a.m. of the day s/he intends to return to work.

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- 7.1.2.3 For bargaining unit members whose work schedule is less than full-time during the regular workday, notification must be received in the office of the bargaining unit member's supervisor prior to the end of the bargaining unit member's regularly scheduled workday.
- 7.1.2.4 If the bargaining unit member fails to give such notice and a substitute reports for work, the bargaining unit member's pay shall be deducted for the amount paid to the substitute.

7.2 Sick Leave

- 7.2.1 Each bargaining unit member regularly employed five (5) days per week for twelve (12) months shall be entitled to twelve (12) days of leave of absence for illness or injury (sick leave).
- 7.2.2 A bargaining unit member employed less than full-time shall be entitled to sick leave on a pro-rated basis; those employed on an hourly basis shall be entitled to one (1) hour sick leave for every twenty-one (21) hours worked. This provision shall not apply to substitute and short-term employees.
- 7.2.3 It was agreed that the employee will be entitled to one (1) hour of sick leave for every twenty-one (21) hours worked during regular summer employment for other than 12-month employees.
- 7.2.4 Accumulation of sick leave is unlimited.
- 7.2.5 A bargaining unit member absent on account of illness or injury shall, on the first day after returning to duty, file with his/her supervisor a signed Application for Leave with a statement showing the cause of absence.

7.3 Emergency Family Illness/Injury

Unit members are entitled to a maximum two (2) days of paid leave per school year for emergencies due to a serious or critical illness or injury to a member of the immediate family. The emergency must be of the nature that the immediate presence of the bargaining unit member is required during his/her regular workday. The bargaining unit member will notify his/her immediate supervisor of the need for emergency illness leave. Utilization of this leave shall not be deducted from other available leave. This leave may not be accumulated from year to year.

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7.4 Bereavement Leave

7.4.1 A bargaining unit member shall be allowed a leave of absence not to exceed three (3) days, or five (5) days if travel in excess of 200 miles one way is required, when absence is occasioned by reason of death in the immediate family of the bargaining unit member. No deduction shall be made from the salary of the bargaining unit member nor shall such leave be deducted from leave granted for other purposes.

7.4.2 Members of the immediate family are defined as: mother, father, step parents, child, grandmother, grandfather, grandchild, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, brother, and sister of the bargaining unit member, and the bargaining unit member's spouse or registered domestic partner; and the spouse or registered domestic partner, brother-in-law, sister-in-law, or any person living in the immediate household of the bargaining unit member.

7.5 Personal Necessity Leave

7.5.1 Any days of leave of absence for illness or injury (sick leave) may be used by the bargaining unit member in cases of personal necessity upon approval of the Assistant Superintendent, Personnel Services. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the bargaining unit member cannot reasonably be expected to disregard, and that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.

7.5.2 A maximum of seven (7) days of accumulated leave may be used in any school year for Personal Necessity Leave.

7.5.2.1 Scope

Personal Necessity Leave is granted when the gravity of specific conditions or events* (see below) requires the personal attention of the bargaining unit member during his/her assigned hours of service and involves circumstances the bargaining unit member can be reasonably expected to observe.

*(If the bargaining unit member is authorized for full pay illness leave in the assignment from which the leave is taken.)

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7.5.2.2 Procedure

7.5.2.2.1 The bargaining unit member shall submit a completed Leave of Absence request form to his/her immediate supervisor normally five (5) working days prior to start of the requested leave. The immediate supervisor will verify the request for Personal Necessity Leave and will make the appropriate recommendation on the leave form before forwarding it to the Assistant Superintendent, Personnel Services, for decision (approval or disapproval).

7.5.2.2.2 At the bargaining unit member's discretion, reasons for leave of absence shall be kept confidential between the bargaining unit member and the Assistant Superintendent, Personnel Services.

7.5.2.2.3 The bargaining unit member shall not be required to secure advance permission for leave taken for any of the following reasons:

7.5.2.2.3.1 Death or serious illness of a member of his/her immediate family.

7.5.2.2.3.2 Accident involving serious injury to, or serious damage and/or loss of property, of the bargaining unit member or a member of his/her immediate family.

7.5.2.2.4 However, the bargaining unit member must submit a completed Leave of Absence request form to the immediate supervisor within two (2) working days after the return to duty. The immediate supervisor will verify the request for personal necessity leave and will make the appropriate recommendation on the leave form before forwarding it to the Assistant Superintendent, Personnel Services.

7.5.2.3 Compensation

Full salary will be paid for all hours absent for which proper certification is made and which do not exceed the accumulated sick leave balance of the bargaining unit member.

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7.5.2.4 Qualifying Events

7.5.2.4.1 The following are those events which may be used as a basis for requesting Personal Necessity Leave:

7.5.2.4.1.1 Extension of Family Illness or Bereavement: The illness or death of the mother, father, step parents, child, grandmother, grandfather, grandchild, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, brother, and sister of the bargaining unit member, and the bargaining unit member's spouse or registered domestic partner; and the spouse or registered domestic partner, brother-in-law, sister-in-law, or any person living in the immediate household of the bargaining unit member.

7.5.2.4.1.2 Accident: An accident involving the bargaining unit member's person or property or the person or property of a member of his/her immediate family which is serious and requires the attention of the bargaining unit member during his/her assigned hours of service.

7.5.2.4.1.3 Paternity: Birth of a child to the wife of a bargaining unit member.

7.5.2.4.1.4 Adoption of a child by a bargaining unit member.

7.5.2.4.1.5 Religious Holiday of the bargaining unit member's faith.

7.5.2.4.1.6 Imminent Danger to the home of a bargaining unit member occasioned by a disaster such as flood, fire, or earthquake.

7.5.2.4.1.7 Court Appearance: An appearance of the bargaining unit member in a court as a litigant or as a witness under an official governmental order provided that:

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- 7.5.2.4.1.7.1 Each day in court is certified by the clerk or other authorized officer of the court;
- 7.5.2.4.1.7.2 Any fee paid to the bargaining unit member shall be remitted by the bargaining unit member to the District; and
- 7.5.2.4.1.7.3 The bargaining unit member must return to his/her work location whenever s/he is not required to be in court for the entire day.
- 7.5.2.4.1.8 Meeting as Elected Public Officials: Such meetings of elected public officials as school Board of Education members, city councilpersons, water board members, etc., which are not full-time positions, shall qualify under the designation of personal necessity for leave purposes.
- 7.5.2.4.1.9 Meeting as Appointed Officials: Such meetings of appointed officials of public service agencies, governmental agencies, and quasi-governmental agencies which are not full-time positions shall qualify under the designation of personal necessity for leave purposes, provided the Superintendent determines that a benefit will accrue to the Tustin Unified School District by granting such leave.
- 7.5.2.4.1.10 Other Circumstances: Such other circumstances that are serious in nature and that the bargaining unit member cannot reasonably be expected to disregard, necessitates immediate attention, or cannot be taken care of after work hours or weekends, upon approval of Assistant Superintendent, Personnel Services.

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7.5.2.4.2 Limitations

7.5.2.4.2.1 The total number of days allowed in one calendar school year for such leave or leaves shall not exceed seven (7) days for a regular employee of the bargaining unit. These days may be utilized by the bargaining unit member without stating the specific reason. Up to five days of the seven per year may be utilized by the bargaining unit member without stating the specific reason. However, the necessity should be consistent with the intent and procedure as prescribed in Section 7.5.2.1 and 7.5.2.2.

7.5.2.4.2.2 The days allowed shall be deducted from and may not exceed the number of full days of sick leave to which the bargaining unit member is entitled.

7.5.2.4.2.3 Personal Necessity Leave shall not be granted for:

- a) a strike, demonstration, picketing, lobbying, rally, march, organization or campaign meeting, and any work disruption activities
- b) Extensions of weekends, holidays, or vacations
- c) Recreational purposes

These are specifically excluded as reasons for Personal Necessity Leave.

7.6 Pregnancy Disability Leave

Pregnancy Disability Leave of absence shall be granted to a bargaining unit member upon her written request pursuant to the following rules and procedures.

7.6.1 Leave for pregnancy disability is requested by the bargaining unit member because of pregnancy. The beginning and ending date is determined by written request of the bargaining unit member and written confirmation by the attending physician.

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- 7.6.2 The request shall be submitted to the Personnel Services Office as early as possible, prior to the beginning date of the leave.
- 7.6.3 Sick leave and disability benefits may be used by the bargaining unit member for the period of time verified by the attending physician that the member is unable to continue to perform assigned duties because of temporary disabilities caused by or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.
- 7.6.4 Such leave shall not be used for preparation for childbearing, child care, or child rearing, but shall be limited to those temporary disabilities as set forth above.
- 7.6.5 The bargaining unit member shall have been in paid status the workday immediately preceding the start of such leave.
- 7.6.6 The Superintendent may require a written verification of disability by a District-appointed physician.
- 7.6.7 In the event the bargaining unit member wishes to have a leave in excess of the period of physical disability, such leave may be granted and shall be without pay.

7.7 Preparation for Childbearing Leave

Preparation for Childbearing Leave without pay may be granted to a bargaining unit member upon written request in accordance with the following rules and procedures:

- 7.7.1 Request for Preparation for Childbearing Leave shall be submitted by the bargaining unit member to the Personnel Services Office, via the bargaining unit member's supervisor, prior to the beginning date of the leave. The beginning date of the leave is determined by the bargaining unit member and written confirmation of the attending physician.
- 7.7.2 Such leave will be for no more than the balance of the current school year.

7.8 Child Care Leave

Child Care Leave without pay may be granted to bargaining unit members upon their written request. No bargaining unit member utilizing this section shall be discriminated against on the basis of sex or marital status.

- 7.8.1 Child Care Leave without pay may be granted upon written request of the bargaining unit member. The request shall be submitted to the Personnel Services Office, via the bargaining unit member's supervisor, prior to the beginning date of the leave.

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7.8.2 Upon written request and verification of adoption proceedings from the appropriate agency, Child Care Leave without pay may be granted to a bargaining unit member adopting a child. The request shall be submitted as early as possible prior to receiving custody of the child.

7.8.3 Such leave will not be for more than the balance of the present school year.

7.9 Other Sick Leave (Ed Code §45196)

When a bargaining unit member is absent on account of illness or injury in excess of the number of accumulated sick leave days, accrued vacation and other accrued compensation, the bargaining unit member shall be granted disability leave for five (5) months during which time there shall be deducted from the salary due the bargaining unit member the amount actually paid to a substitute employee.

The five-month period shall commence with the first day of absence following expiration of sick leave earned for the current year, accrued vacation and other accrued compensation, except for a worker's compensation disability. 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.

7.10 Subpoena and Jury Duty Leave

7.10.1 Leave with pay shall be granted for appearance in court as a non-litigant in response to a subpoena duly served. Any salary received from court shall be paid to the District. A copy of the subpoena shall be filed with District Personnel Services and, if a case continues more than one day, a certificate from the court clerk shall be filed verifying that the presence of the person was required for the additional day(s).

7.10.2 For jury duty, a bargaining unit member shall be granted leave with pay for each day of verified service. The bargaining unit member shall be paid the amount of the difference between the regular earnings and any amount received as juror's fees excluding transportation reimbursement from the court.

7.11 Industrial Accident and Illness Leave

Industrial Accident and Illness Leave shall be granted to bargaining unit members in accordance with the following rules and procedures for injury or illness incurred within the course and scope of the bargaining unit member's assigned duties.

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- 7.11.1 In order to qualify for Industrial Accident or Illness Leave coverage, a bargaining unit member claiming such leave shall be examined and treated by an employee designated or District-approved physician to verify the bargaining unit member's condition and to evaluate any claims.
- 7.11.2 A release to return to work from a treating physician which contains limitations is acceptable for return to work at the discretion of the District only if the specified limitations will not prohibit the unit member from performing the essential functions of the position with reasonable accommodation comparable to that required by applicable federal and state laws. At the discretion of the District, employees may return to other positions on a temporary basis with no change in pay, until ready to return to their regular assignment.
- 7.11.3 A bargaining unit member who has sustained a job-related injury or illness shall report the injury to the immediate supervisor no later than the next scheduled workday following the accident.
- 7.11.4 Allowable leave shall be for not more than (60) sixty working days, during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District, in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the bargaining unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year.
- 7.11.5 Industrial Accident or Illness Leave shall commence on the first day of absence and shall be charged one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 7.11.6 During any industrial paid leave of absence (60 working days), the bargaining unit member will receive full salary compensation from the District.
- 7.11.7 Upon conclusion of the industrial paid leave, the bargaining unit member may utilize any available sick leave benefits. However, any sick leave utilization shall not result in payment of more than full salary. For sick leave purposes, the absence under this procedure shall be deemed to have commenced immediately following the termination of the industrial paid leave.

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7.12 Military Leave

The Board of Education shall grant an extended leave of absence to all bargaining unit members for required military service. In the case of probationary employees, the period of absence shall not be counted toward permanent employee status. Within six (6) months after the honorable discharge of a bargaining unit member from the Armed Forces of the United States, the bargaining unit member shall be entitled to return to the position held at the time of entrance into military service. Satisfactory evidence of physical and mental fitness must be presented to the Board of Education prior to reemployment.

7.13 Unauthorized Leave of Absence

7.13.1 Scope

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

7.13.2 Action

Unauthorized leave shall constitute a breach of employment and, therefore, may result in the initiation of procedures for dismissal or such disciplinary action as may be deemed appropriate by the Board of Education. A bargaining unit member shall be in a non-pay status for the entire period of unauthorized leave.

7.13.3 Verification of Absence

The Superintendent may require a physician's letter or other verification as to the bargaining unit member's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the bargaining unit member's claim for absence. Such verification, if required, shall accompany the standard Application for Leave Form.

7.14 General Leaves

When no other leaves are available, a leave of absence may be requested by an employee for a paid or unpaid leave.

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7.15 Abuse of Leave

In the event the Superintendent/designee reasonably suspects that the use of leave under any section of Article 7, Leaves (except Section 7.11) is being abused by any member(s) of the bargaining unit, a written verification by the treating physician or other authority may be required. The Superintendent/designee may choose to obtain a verification by a District appointed physician at no cost to the employee. When selecting a District appointed physician, the District agrees to minimize the discomfort and inconvenience to the bargaining unit member.

7.16 Notification of Accumulated Sick Leave and Vacation

By September 1 each year, or as soon thereafter as practicable, the District will provide to each classified employee a statement of accumulated sick leave and vacation allowance accrued as of the beginning of the current school year.

7.17 Long Term Disability Insurance (Referenced in Appendix G)

7.18 Approval of Requested Leave

7.18.1 When the request for leave by an employee is approved, the employee shall receive a copy upon request.