

1 **ARTICLE VIII: LEAVE PROVISION**

2 **8.1 Sole Benefits** - The benefits which are expressly provided in this Article VIII are the sole  
3 leave benefits that are part of this collective agreement, and it is agreed that other statutory or  
4 regulatory leave benefits are not incorporated either directly or implied into this Agreement, nor  
5 are such other benefits subject to the Grievance Procedure set forth in Article XII.

6 **8.2 Summer Session Leaves** - Members of the bargaining unit who are employed expressly  
7 for summer session assignments shall be entitled to take only the following leaves during the  
8 summer session:

- 9 1. Illness or Injury Leave (8.3);
- 10 2. Industrial Accident and Illness Leave (8.6); and
- 11 3. Bereavement Leave (8.7).

12 Members of the bargaining unit also receive vacation accrual for summer session employment.  
13 See Section 8.12, Vacations.

14 **8.3 Illness or Injury Leave** - Illness or injury leave shall be for physical and mental  
15 disability absences which are medically necessary and caused by illness, injury, pregnancy  
16 disability, or quarantine.

17 **8.3.1 Eligibility**

18 **8.3.1.1** A member of the bargaining unit employed five (5) days a week for a  
19 fiscal year of service by the District shall be entitled to twelve (12) days leave of  
20 absence for illness or injury without loss of compensation. The illness or injury  
21 entitlement for the year shall be credited at the beginning of the fiscal year.

22 **8.3.1.2** A member of the bargaining unit employed five (5) days a week who is  
23 employed for less than a full fiscal year is entitled to that proportion of twelve  
24 (12) days leave of absence for illness or injury as the number of months he/she is  
25 employed bears to twelve (12).

1 A member of the bargaining unit employed during Summer Sessions is entitled to  
2 that proration of twelve (12) days leave of absence for illness or injury as the  
3 number of additional months he/she is employed bears to twelve (12). In no event  
4 is a unit member entitled to accrue more than 12 days of leave of absence for  
5 illness or injury in a fiscal year.

6 **8.3.1.3** A member of the bargaining unit employed less than five (5) days per  
7 week shall be entitled for a fiscal year of service to that proportion of twelve (12)  
8 days leave of absence for illness or injury as the number of days he/she is  
9 employed per week bears to five. When such a member is employed for less than  
10 a full fiscal year of service, this and the preceding paragraphs shall determine the  
11 proportion of leave of absence for illness or injury to which said member is  
12 entitled.

13 **8.3.1.4** Members of the bargaining unit whose work year is established to  
14 correlate with the beginning and ending dates of the regular school year for  
15 students shall be entitled to earn the same number of day's leave of absence for  
16 illness or injury as if the member was a ten (10) month employee.

17 **8.3.1.5** On the fourth (4) consecutive full day of absence, based on member  
18 FTE, the District shall require a written verification of the necessity for Illness or  
19 Injury Leave from the member's regular physician. When sufficient cause exists,  
20 the District may require an examination of the member by a physician selected by  
21 the District from the Medical Provider Network list and paid for by the District. If  
22 the physician's report concludes that the absence is not due to personal illness or  
23 injury, or that the illness is not sufficiently severe to warrant continued absence,  
24 the Superintendent or designee, after notice to the member, may deny the  
25 continuance of the leave.

1           **8.3.2 Compensation**

2           **8.3.2.1** Pay for any days of such absence shall be the same as the pay which  
3           would have been received had the member served during the day, not including  
4           overtime. Credit for leave of absence need not be accrued prior to taking such  
5           leave of absence and such leave of absence may be taken at any time during the  
6           year. However, a member of the bargaining unit who is a new employee of the  
7           District shall not be eligible to take more than six (6) days or the proportionate  
8           amount to which he/she may be entitled under this Section 8.3 of Article VIII  
9           until the first day of the calendar month after completion of six (6) months of  
10          active service with the District.

11          **8.3.2.2** A member of the bargaining unit who resigns or otherwise leaves the  
12          employ of the District who has used all paid illness or injury leave and has taken  
13          additional unearned leave shall have the amount of compensation received for  
14          illness or injury leave taken but unearned deducted by the District from the  
15          member's last warrant.

16          **8.3.2.3** A member who is absent for less than the member's full duty day shall  
17          have the leave deducted in not less than one-half (1/2) hour increments from the  
18          accumulated leave. A member may arrange in advance with his/her immediate  
19          supervisor to use illness or injury leave in not less than one-half (1/2) hour  
20          increments for doctor or dental appointments and other types of medical diagnosis  
21          or treatment.

1           **8.3.3 Notification**

2           **8.3.3.1** Whenever possible a member must contact his/her immediate supervisor  
3 or designee as soon as the need to be absent is known, but in no event less than  
4 fifteen (15) minutes prior to the start of the work day. Except in the case of an  
5 extreme emergency, if a substitute is required, a member must contact his/her  
6 immediate supervisor or designee no less than two (2) hours prior to the start of  
7 the work day. Failure to provide adequate notice may be grounds for disciplinary  
8 action. The notification described herein shall include an estimate of the expected  
9 duration of the absence.

10          **8.3.3.2** A member becoming aware of the need for absence due to surgery, or  
11 other predictable or previously scheduled cause shall submit a statement from  
12 their attending physician as far in advance of the initial disability date as possible.  
13 The physician's statement shall include the beginning date of disability, whether  
14 the member is unable to perform work of any kind, and the anticipated date of the  
15 member's return to active service.

16           **8.3.4 Return to Service**

17          **8.3.4.1** Immediately upon return to active service the member shall complete  
18 and submit the District Absence and Leave Affidavit to the member's immediate  
19 supervisor.

20          **8.3.4.2** Upon the request by management, a member shall be required to present  
21 a medical doctor's certificate verifying the personal illness or injury and/or a  
22 medical authorization to return to work. If requested by District management, a  
23 member shall not return to work until he/she submits a medical doctor's  
24 authorization to return to work.

1           **8.3.4.3** A member who has experienced a disability absence requiring surgery,  
2           hospitalization, or extended medical treatment shall be required, prior to return to  
3           active service, to submit a medical statement on the District form indicating an  
4           ability to return to his/her position without restrictions or with specified  
5           restrictions that can be reasonably accommodated. The District management may  
6           require that such verification be made by a physician appointed by the District,  
7           and in such case the District shall pay the cost of the examination. A member  
8           shall not be charged an additional day of illness leave to go to a District appointed  
9           physician provided that the member has previously submitted a medical statement  
10          from his/her own physician.

11          **8.3.4.4** If the member has indicated that he/she will be absent for more than one  
12          (1) day, that member shall not be permitted to return to service and shall be  
13          charged with one (1) additional day of illness or injury leave if the member fails  
14          to notify the District of the intent to return to service prior to the close of the  
15          preceding duty day and by such notification failure a substitute is secured.

16          **8.3.5 Accumulation of Leave** - If a member does not take the full amount of leave  
17          allowed in any school year under this Section 8.3 the amount not taken shall be  
18          accumulated from year to year.

19          **8.3.6 Unpaid Status** - A member of the bargaining unit in an unpaid status who has  
20          used all available paid leaves excluding vacation but including extended illness and  
21          injury benefits (Section 8.4) shall no longer accrue illness or injury leave.

**8.3.7 Sick Leave Incentive Award** - A member of the bargaining unit who has accrued eighty (80) or more sick leave days by June 30 of a given year shall receive during July of the subsequent year a cash bonus in accordance with the following schedule. For full-time employees, employed 9.2 or more months a year, the stipend will be:

<u>Number of Days</u>	<u>Cash Bonus</u>
80 - 99 days	\$80.00
100 - 119 days	\$100.00
120 - 139 days	\$120.00
140 - 159 days	\$140.00
160 - 179 days	\$160.00
180 - 199 days	\$180.00
200 days & over	\$200.00

For part-time employees, the stipend will be prorated according to their full-time equivalency.

A member who uses all of his/her annual allotment of sick leave during any one fiscal year will not be eligible for this incentive award during the subsequent fiscal year.

**8.4 Extended Illness or Injury Leave** – When a member of the bargaining unit is absent from his/her duties on account of illness or injury, whether or not the absence arises out of or in the course of the employment, the member shall be entitled to the following extended illness or injury leave benefit after he/she has exhausted all regular sick leave in accordance with California Education Code Section 45196.

**8.4.1** Members who are absent because of illness or accident and have used up the total number of days of current and accumulated sick leave shall receive 50% of their regular salary for the remainder of a maximum of 100 working days.

1           **8.4.1.1** The 100 day period shall begin on the first day of absence for a non-  
2 industrial illness or injury and run concurrently with paid sick leave, and  
3 paid compensatory time utilized during this extended illness or injury leave.

4           **8.4.1.2** A member may elect to use any accumulated vacation during the  
5 extended illness or injury leave to remain in a fully paid status. A member may  
6 utilize vacation days only if the member has enough vacation accrual to fulfill all  
7 required vacation days (per unit member's work calendar) for the remainder of  
8 that school year. If the member elects to use vacation during the extended leave,  
9 those vacation days also run concurrently with the 100 day period.

10          **8.4.1.3** The days remaining in the 100 day period after the use of sick leave,  
11 vacation, and paid compensatory time shall be paid at 50% of the  
12 member's regular salary.

13          **8.4.1.4** In no event shall a member be entitled to paid leave of more than 100  
14 working days in any school year, except as required by law.

15          **8.4.2** For purposes of this article, "regular salary" means the amount the member would  
16 have earned in his or her regular assignment had he or she not been absent, but shall not  
17 include any overtime pay. For purposes of this article, the regular salary of a member  
18 who works irregular hours shall be determined by averaging the earnings of any such  
19 member during the three working months immediately preceding the absence.

20          **8.4.3** For purposes of this article, members shall be credited each fiscal year with 100  
21 working days of extended injury or illness leave. The 100 days shall not accumulate from  
22 year to year.

23          **8.4.4** Nothing in this article shall be construed as authorizing the application of full or  
24 partial pay for periods of time during which a member would not normally be assigned to  
25 work.

1       **8.4.5** Entitlement to leave under this section, if any, shall be considered “entitlement to  
2       other sick leave” for the purpose of computing benefits under the provisions of Education  
3       Code Section 45192 if the absence is determined to be due to industrial accident or  
4       illness. Accordingly, extended sick leave at 50% of regular pay shall commence after the  
5       member has used 60 work days of leave under Section 45192, if the member is medically  
6       unable to return to work.

7       **8.4.6** Permanent members who exhaust all 100 days of entitlement to available paid  
8       leave, including days paid at the 50% rate, and are medically unable to return to work,  
9       shall have the right to request additional leave to the Board of Education for up to one  
10      year, per Article 8.11. Once all leaves, paid and unpaid, have been exhausted and if the  
11      member is unable to return to work, permanent unit members shall be placed on the 39  
12      month reemployment list as provided by law.

13   **8.5    Pregnancy Leave**

14      **8.5.1** Members are entitled to use illness leave, as set forth in Sections 8.3 and 8.4 of  
15      Article VIII of this Agreement, for that period of time verified by the attending physician  
16      that the member is unable to continue to perform assigned duties because of temporary  
17      disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery  
18      therefrom on the same terms and conditions governing leaves of absence from other  
19      illness or medical disability. Such leave shall not be used for child care, child rearing, or  
20      preparation for child bearing, but shall be limited to those temporary disabilities as set  
21      forth above.

22      **8.5.2** Any member of the bargaining unit who is pregnant shall have their doctor  
23      complete the “Doctor’s Release from Work” form located in the “New Mom Packet” at  
24      least 30 days prior to their due date.

1       **8.5.3** Illness leave benefits in connection with the pregnancy shall not exceed six (6)  
2 weeks after the date of the termination of the pregnancy except when the member's  
3 physician verifies in writing that the member is physically unable to return to work.

4       **8.5.4** If the member exhausts paid leave and remains disabled by pregnancy or related  
5 condition(s), she may be entitled to additional leave as provided by law.

6       **8.6    Industrial Accident and Illness Leave**

7       **8.6.1** All members of the bargaining unit who have served continuously with the  
8 Claremont Unified School District for a period of six (6) months shall be entitled to the  
9 following leave on account of illness or accident which has qualified for workers'  
10 compensation benefits:

11               **8.6.1.1** Allowable leave shall be sixty (60) working days in any one fiscal year  
12 for the same accident.

13               **8.6.1.2** Allowable leave shall not be accumulated from year to year.

14               **8.6.1.3** Industrial accident or illness leave shall commence on the first day of  
15 absence.

16               **8.6.1.4** Payment for wages lost on any day shall not, when added to an award  
17 granted the member under the Workers' Compensation laws of this state, exceed  
18 the normal wages for the day.

19               **8.6.1.5** Industrial accident leave shall be reduced by one (1) day for each day of  
20 authorized absence regardless of a compensation award made under Workers'  
21 Compensation.

22               **8.6.1.6** When an industrial accident or illness occurs at a time when the full  
23 sixty (60) days will overlap into the next fiscal year, the member shall be entitled  
24 to only that amount remaining at the end of the fiscal year in which the injury or  
25 illness occurred for the same illness or injury.

1       **8.6.2** The industrial accident or illness leave of absence is to be used in lieu of the leave  
2 provided for in Section 8.3 of this Article VIII. Upon termination of the industrial  
3 accident or illness leave the member shall be first entitled to the leave provided for in  
4 Section 8.3 of this Article VIII, if any, and for the purpose of Section 8.3 the member's  
5 absence shall be deemed to have commenced on the date of termination of the industrial  
6 accident or illness leave. The member may also be entitled to the leave provided for in  
7 Section 8.4 of this Article VIII, for the purpose of Section 8.4 the member's absence shall  
8 be deemed to have commenced on the first day of the industrial accident or illness leave.

9       **8.6.3** During all paid leaves of absence, whether industrial accident leave as provided in  
10 this Section 8.6 or sick leave, vacation, compensated time off or other available leave  
11 provided by law or by the provisions of this Agreement or by other action of the  
12 Governing board, the member shall endorse to the District wage loss benefit checks  
13 received under the workers' compensation laws of the state. The District in turn shall  
14 issue the member appropriate warrants for payment of wages or salary and shall deduct  
15 normal retirement and other authorized contributions. The District shall also deduct the  
16 temporary disability indemnity, if any, actually paid to and retained by the member for  
17 the period covered by such salary warrants.

18       **8.6.4** The District reserves the right to secure proof of industrial accident or illness of  
19 any member of the bargaining unit. Before salary payments shall be made to a member  
20 absent because of industrial accident or illness, a report of such accident or illness in the  
21 form prescribed by the District must be on file in the office of the Assistant  
22 Superintendent of Business Services, and the injury or illness must have qualified for  
23 workers' compensation benefits.

1       **8.6.5** The District has the right to designate physicians and emergency clinics who will  
2 be responsible for determining:

- 3           a. the length of time during which the member will be temporarily unable to  
4           perform assigned duties,
- 5           b. the degree to which a disability is attributable to the industrial injury or  
6           illness involved, and
- 7           c. for providing the treatment as required;

8 however, after thirty (30) days from the first date of injury of illness the member may  
9 utilize the services of his/her own physician upon notification to the District. If the  
10 member has notified the District in writing on the District form prior to the date of injury  
11 that he/she wishes to be treated by the member's personal physician, the member has the  
12 right to be treated by such physician from the date of injury. The physician must be a  
13 licensed health care provider who has previously treated the member and retains the  
14 member's medical records and who is willing to treat a workers' compensation injury per  
15 workers' compensation law, rules and regulations.

16       **8.6.6** A member shall be required to return to work from an industrial accident and/or  
17 illness upon receipt of a doctor's release allowing his/her return to light duty if light duty  
18 is available or a reasonable accommodation can be made to enable the member to  
19 perform the essential functions of his/her job.

20       **8.6.7** When all available leave of absence paid or unpaid, has been exhausted and the  
21 unit member is not medically able to assume the duties of his/her position, unless he/she  
22 requests and is granted a leave of absence by the District, he/she shall be on the District's  
23 thirty-nine (39) month reemployment list.

1     **8.7     Bereavement Leave**

2           **8.7.1** A member of the bargaining unit shall be entitled to a leave of absence, not to  
3           exceed three (3) days, or five (5) days with a destination beyond 350 miles of the District  
4           or out of state, on account of the death of any member of his/her immediate family. No  
5           deduction shall be made from the salary of such member nor shall such leave be deducted  
6           from leave granted by other provisions of this Agreement.

7           **8.7.2** Members of the bargaining unit shall be required to contact their immediate  
8           supervisor or department office prior to the start of their regular work shift to request a  
9           leave of absence due to the death of a member of their immediate family. Failure to do so  
10          may result in ineligibility for paid leave and may be considered to be an unauthorized  
11          leave. Members shall also fill out the required District form and enter the absence in the  
12          Absence Reporting and Absence Verification Systems.

13          **8.7.3** Members of the immediate family, as stated in this Section, means the mother,  
14          mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the  
15          member or of the spouse of the member, and the spouse, registered domestic partner, son,  
16          son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt  
17          or uncle of the employee, or any relative of either spouse living in the immediate  
18          household of the member.

19          **8.7.4** Should a request for Bereavement Leave be denied by a Supervisor or the  
20          Assistant Superintendent, Human Resources, a member may submit an Application for  
21          Personal Leave Without Pay or Personal Necessity Leave.

22     **8.8     Jury Duty**

23          **8.8.1** Members of the bargaining unit shall be granted leave for regularly called jury  
24          services. Members shall enter their absence in the Absence Reporting System and arrange  
25          for a substitute (if needed) as soon as jury summons is received. Additionally, members  
26          shall notify their supervisor, as defined in Article 8.3.3.

1       **8.8.2** It is the responsibility of the member to report to work whenever the member is  
2 not required to attend jury duty service.

3       **8.8.3** The member shall not volunteer for additional jury duty beyond the normal legal  
4 requirement, and the leave of absence provided for in this Section 8.8 of Article VIII  
5 shall not be available for such jury service.

6       **8.8.4** When the member is excused early on a day of jury duty, the member shall return  
7 to his/her work location if at the time of dismissal from jury duty there are at least four  
8 (4) hours remaining in the member's duty day except that unit members on a late shift  
9 will be excused from reporting to work on any day when the member has reported for  
10 jury duty.

11       **8.8.5** The pay for any days of jury duty shall be the same as the pay which would have  
12 been received had the member been on duty in the District during the day, excluding  
13 overtime.

14       **8.8.6** Members shall submit the note/form received from the court clerk verifying  
15 attendance at jury duty to their supervisor upon returning to work.

16       **8.9    Personal Necessity Leave** – Leave which is credited under Section 8.9 of this Article  
17 XIII may be used at the member's election, for purposes of personal necessity, provided that the  
18 use of such personal necessity leave does not exceed seven (7) days in any school year. Personal  
19 Necessity Leave is intended to afford time off for a bargaining unit member to deal with  
20 circumstances that are unanticipated or unavoidable. It may not be used for work stoppage, work  
21 slowdown, strike, concerted activities, vacation or for any activity which results in  
22 compensation, income, or financial gain to be accrued by a member of the bargaining unit. The  
23 leave may be utilized upon notice as follows:

- 1       **8.9.1** Up to three (3) consecutive days by notifying the absence reporting system.
- 2       **8.9.2** Four (4) to seven (7) consecutive days by obtaining prior approval from the
- 3       member's immediate supervisor or the Assistant Superintendent of Human Resources.
- 4       **8.9.3** More than seven (7) days at the sole discretion of the Superintendent.
- 5       **8.9.4** Under all circumstances the member must notify their supervisor or designee
- 6       prior to the leave. Upon return to active service, the member will submit an employee
- 7       absence form via the absence verification system.
- 8       **8.10    Personal Leave Without Pay**
- 9       **8.10.1** Members of the bargaining unit may be granted personal leave without pay at the
- 10       sole discretion of the Superintendent not to exceed five (5) days during any one school
- 11       year.
- 12       **8.10.2** All such leave must have prior approval by the Superintendent, otherwise the
- 13       leave shall be considered as unauthorized and the member is subject to dismissal.
- 14       **8.10.3** Where personal leave exceeds five (5) days, a written request shall be presented to
- 15       the Board of Education for consideration, as provided for in Section 8.11 of this Article
- 16       VIII.
- 17       **8.10.4** Gainful employment during the leave shall void the leave.
- 18       **8.10.5** Personal leave shall not be granted for purposes of:
- 19               a.    Work stoppage, work slowdown, or strike;
- 20               b.    Any concerted activity that interferes with the efficient operation of the
- 21               District;
- 22               c.    Personal convenience or routine personal activities; or
- 23               d.    Vacation, holiday, recreation, or social activities except in cases where there
- 24               are extenuating circumstances as determined solely by the Superintendent.
- 25       **8.10.6** Personal leave may be granted for religious holidays and observances.

1       **8.10.7** Under all circumstances a member shall verify in writing that the personal  
2       responsibility for which the leave is requested cannot reasonably be fulfilled during hours  
3       when the member is not assigned to work, and that the personal responsibility of the  
4       member for which the leave is requested is greater than the member's responsibility to  
5       his/her position.

6       **8.11   Other Leave Without Pay (Exceeds Five (5) Days)**

7       **8.11.1** Members of the bargaining unit who have attained permanent status may request  
8       personal leave without pay for periods in excess of five (5) days. The request shall be  
9       made in writing on the form prescribed by the Board of Education. The leave must be  
10      processed through the member's immediate supervisor and approved by the  
11      Superintendent or his/her designee before it is presented to the Board of Education for  
12      approval. The request shall specify the time of the leave and the reason for the request. If  
13      the needs of the District can be met, leave not to exceed one year may be granted without  
14      pay for:

- 15           a.   Leave for academic study;
- 16           b.   Leave for serving in peace corps, job corps, teachers corps, foreign military
- 17               teaching programs, or federally sponsored civil service;
- 18           c.   Leave for child rearing and/or preparation for child bearing;
- 19           d.   Leave to run for or serve in an elective office;
- 20           e.   Leave to serve as an officer in the Association, or its affiliates;
- 21           f.   Leave for personal health reasons; or
- 22           g.   Voluntary reduction in work year.

1       **8.11.2** Leave to serve in the Armed Forces in fulfillment of obligations incurred under  
2       Federal and State law shall be provided to the member to the extent provided by law.

3       **8.11.3** Request for leave without pay not listed herein may be approved if the  
4       Superintendent is satisfied that the needs of the District can be met. These leave requests  
5       must then be processed through the steps as outlined in the first paragraph of this  
6       Section 8.11.

7       **8.11.4** A member on leave without pay may participate in the employee group benefits  
8       provided the member pays the full cost on a monthly basis in advance of the month due.

9       **8.11.5** A member on leave without pay may remain an active participant in the Public  
10      Employees Retirement System by contributing thereto the amount necessary to continue  
11      as a member on leave as provided by the provisions of the retirement system.

12      **8.11.6** A member of the bargaining unit may request to return to service prior to the last  
13      date of the leave as approved by the Board of Education, by so notifying his/her  
14      immediate supervisor in writing at least five (5) working days in advance of the date the  
15      member desires to return.

16      **8.11.7** If the leave was granted for personal health reasons, the member shall submit,  
17      prior to return to active service, a medical statement on the District form indicating an  
18      ability to return to his/her position without restrictions or with restrictions that can be  
19      reasonably accommodated to enable the member to perform the essential functions of  
20      his/her job.

21      **8.11.8** Deductions for absences approved but without pay shall be made using the  
22      following formula per day: 1/22 of the member's monthly salary per day of absence.

1       **8.11.9** A member on personal leave without pay for more than 25% of the member's  
2       annual days of required duty shall not advance a step on the salary schedule as provided  
3       in Article V during the year of the leave, nor shall the year of the leave count as a year of  
4       service toward a salary or vacation accrual longevity increment.

5       **8.11.10** A person on Other Personal Leave Without Pay shall not earn nor be entitled to  
6       illness or injury leave, vacation, holiday or any other form of paid leave, except as  
7       prorated for a partial leave of FTE.

8       **8.11.11** Members applying for such leave shall be informed in writing before the leave  
9       request is presented to the Board of Education if the member is to be entitled to return to  
10      the position and location held at the time of leaving.

11      **8.11.12** Issues arising out of the exercise by the Board of Education and Administration  
12      of its responsibility under Section 8.10 of this Article VIII, including the facts underlying  
13      its exercise of such discretion, shall not be subject to the Grievance Procedure as set forth  
14      in Article XII.

15      **8.12   Family Medical Care Leave**

16      **8.12.1** Any unit member who has served the district more than one year and has  
17      provided at least 1250 hours of service in the twelve (12) month period immediately prior  
18      to the first day of the requested family care leave shall be eligible to take Family Medical  
19      Care Leave under the provisions of Government Code 12945.2 and 29 U.S.C. 2601 et  
20      seq. The family care leave may be paid leave if it meets the criteria under this Article and  
21      the Government Code.

1       **8.12.2** Family Care Leave may be used for the following reasons: (a) the birth or  
2 placement for adoption or foster care of a child (leave may be taken only within 12  
3 months of birth or placement), (b) the serious health condition of a spouse, registered  
4 domestic partner (under state law only), child, or parent, or (c) the employee's own  
5 serious health condition, except, under state law only, pregnancy and childbirth related  
6 conditions.

7       **8.12.3** For purposes of this regulation, "child" is defined as a biological, adopted or  
8 foster child, a stepchild, a legal ward or a child as to whom the employee stands in loco  
9 parentis as long as the child is under 18 years of age or an adult dependent child. For  
10 purposes of this regulation "parent" is defined as a biological, foster or adoptive parent, a  
11 step-parent or a legal guardian. "Serious health condition" is defined as "an illness,  
12 injury, impairment, or physical or mental condition" involving either inpatient care or  
13 continuing treatment by a health care provider. "In loco parentis" is defined as an  
14 individual who is responsible in the role of a parent for the day-to-day activity of an  
15 individual or one who had the responsibility when the employee was a child.

16       **8.12.4** Family Care Leave may be taken in one or more periods but shall not exceed a  
17 total of 12 weeks within a 12 month period. Leave for serious health conditions - either of  
18 a family member or the employee - may be taken intermittently or on a reduced schedule  
19 if medically necessary. The District reserves the right to place any lawful restrictions  
20 upon a unit member's intermittent or reduced schedule usage of unpaid family care leave.  
21 If both parents are employed by the District and both are eligible for and wish to take  
22 leave to care for a newly arrived child or a sick parent, their aggregate leave is limited to  
23 12 weeks.

1       **8.12.5** The employee shall continue to be entitled to participate in pension and  
2 retirement plans, and supplemental unemployment benefit plans to the same extent under  
3 the same conditions as apply to an unpaid leave taken for any other purpose. Health  
4 benefits continue through an employee's leave. The District may recover health coverage  
5 premiums paid for an employee who fails to return from leave, except if the reason is the  
6 continuation, recurrence or onset of a serious health condition, or something else beyond  
7 the employee's control. This is subject to certification.

8       **8.12.6** The employee shall retain his/her employee status with the district during the  
9 leave period, and the leave shall not constitute a break in service for the purposes of  
10 longevity, seniority, or any employee benefit plan.

11       **8.12.7** If an employee's need for family care leave is foreseeable, he/she shall give the  
12 district written notice and request for family care leave at least thirty (30) days prior to  
13 commencement of any family care leave. If the need for family care leave is not known  
14 thirty (30) days prior to the date the family care leave must begin, the employee shall  
15 provide a written notice and request for family care leave within one business day of  
16 learning of the need for the leave.

17 If leave is needed for a planned medical treatment or supervision, the employee shall  
18 make a reasonable effort to schedule the treatment or supervision to avoid disruption of  
19 district operations. This scheduling shall be subject to the health care provider's approval.

20       **8.12.8** An employee's request for leave due to a serious health condition of the  
21 employee or to care for a child, spouse or parent who has a serious health condition shall  
22 be supported by a certification from the health care provider of the person requiring the  
23 care. This certification shall include:

**8.12.8.1** The date on which the serious health condition began.

#### 8.12.8.2 The probable duration of the condition.

**8.12.8.3** An estimate of the amount of time the health care provider believes the employee needs to care for the person requiring care.

**8.12.8.4** A statement that the serious health condition either warrants the participation of a family member to provide care during a period of the treatment or supervision of the person requiring care, or renders the employee unable to perform his/her job functions.

If additional leave is needed when the time estimated by the health care provider expires, the employee shall provide recertification as specified above.

### 8.13 Vacations

**8.13.1 Vacation Accrual** - Each full-time permanent member of the bargaining unit shall accrue vacation in accordance with the following schedule:

Work Year	Years of Service															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16+
12 Months	12	12	12	12	12	15	15	15	15	15	18	18	18	18	18	22
11 Months	11	11	11	11	11	14	14	14	14	14	17	17	17	17	17	20
10 Months	10	10	10	10	10	13	13	13	13	13	15	15	15	15	15	18

9.2 and 10 month unit members hired on or after July 1, 2015 will accrue 10 days of vacation for Years 1-5 of service, 13 days of vacation for Years 6-10 and 14 days of vacation for each year thereafter.

Work Year	Years of Service															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16+
10 Months	10	10	10	10	10	13	13	13	13	13	14	14	14	14	14	14
9.2 Months	10	10	10	10	10	13	13	13	13	13	14	14	14	14	14	14

Members of the bargaining unit who work less than their full work year shall accrue vacation only for each month served, a month of service being defined as eleven (11) or more days of paid service in any one calendar month. Accrual for one (1) month is calculated by dividing the annual accrual rate by the number of months in the work year as appropriate to the member from the table above.

When the member has completed the 5th, 10th, or 15th year of service the rate of accrual shall change commencing the first of the month following the anniversary date of the member's date of hire.

**Summer Session Accrual** - A member regularly employed less than twelve (12) months and employed expressly for a summer session assignment shall accrue vacation per the part-time formula above for the additional month(s) worked.

**8.13.2 Vacation Accumulation** - Vacation time may not be accumulated but must be used no later than June 30 of the year following the year in which it is accrued, except that if the member is not permitted by the District to take his/her full annual vacation the amount not taken shall accumulate for use in the next year or be paid for, in cash, with the mutual agreement of the member and the District. Any other exception must be approved by and shall be at the sole discretion of the Superintendent.

**8.13.3 Vacation Scheduling** - The District may establish certain periods within the school year when vacation days may not be taken. Such periods may vary for individual members of the bargaining unit or groups of members in the best interests, and at the sole discretion, of the District. Members of the bargaining unit critical to the operation of schools will not normally be allowed to utilize vacation days except during periods when school is not in session. There may be exceptions to the above scheduling provisions with the mutual agreement of both the member and the immediate supervisor.

1 Members of the bargaining unit employed less than twelve (12) months shall utilize  
2 vacation days between the beginning and ending dates of their period of employment.

3 When conflict in scheduling vacation days occurs because too many members are  
4 requesting to be absent at the same time, seniority will be used as a basis for approving  
5 vacations of those members that can be spared during that time period.

6 **8.13.4 Vacation for Probationary Members** - Probationary members of the bargaining  
7 unit who work a twelve (12) month year may be granted six (6) days' vacation at any  
8 time during the probationary period. If the employee leaves the District before  
9 completion of six (6) months of regular service employment and has been granted  
10 vacation which had not yet been earned at the time of termination of service, the District  
11 shall deduct from the employee's final pay warrant the full amount of salary which was  
12 paid for such unearned days of vacation taken.

13 **8.13.5 Vacation Pay** - Pay for vacation days for members of the bargaining unit shall be  
14 the same as that which the member would have received had the member been in a  
15 working status, excluding overtime.

16 **8.13.6 Vacation Postponement** - If a member of the bargaining unit is denied a vacation  
17 that was approved and scheduled by management at least thirty (30) calendar days in  
18 advance, the member shall be compensated at the rate of double time for all hours worked  
19 during this schedule vacation period. The member shall suffer no reduction in accrued  
20 vacation days, and the vacation shall be rescheduled.

21 **8.13.7 Interruption of Vacation** - A member of the bargaining unit shall be permitted to  
22 interrupt or terminate vacation leave in order to begin bereavement leave, jury duty, or  
23 illness or injury leave as provided by this Agreement without a return to active service  
24 provided the employee supplies appropriate notice and supporting information regarding  
25 the basis for such interruption or termination. Interruption or termination of vacation to  
26 begin illness or injury leave will only be permitted if the member supplies a written  
27 verification of the illness or injury by an attending physician.

1       **8.13.8 Vacation Pay Upon Termination** - When a member of the bargaining unit  
2 resigns or otherwise leaves the employ of the District, the member shall be entitled to  
3 lump sum compensation for all earned and unused vacation, except that members who  
4 have not completed six (6) months of employment in regular service shall not be entitled  
5 to such compensation.

6       **8.13.9 Vacation Used but Unearned** - If the employee leaves the District and had been  
7 granted vacation which had not yet been earned at the time of termination of service, the  
8 District shall deduct from the employee's final pay warrant the full amount of salary  
9 which was paid for such unearned days of vacation taken.

10   **8.14   Retraining and Study Leave**

11       **8.14.1** The Board of Education may grant a leave of absence to a member of the  
12 bargaining unit for study or retraining, at its sole discretion.

13       **8.14.2** Study or retraining leave of absence may be taken in separate six (6) month  
14 periods or in any other periods designated by the Board of Education for a maximum  
15 cumulative leave of one (1) year, provided that the total leave of one (1) year shall be  
16 commenced and completed within a three (3) year period.

17       **8.14.3** To be eligible for a study or retraining leave, the member must have seven (7)  
18 consecutive years of full-time paid service in the District. To be eligible for a study or  
19 retraining leave, the member must agree to render at least two years of service in the  
20 employ of the Board of Education after returning from the leave.

21       **8.14.4** A member who has received a study or retraining leave shall not be considered to  
22 be eligible for further leave under this Section.

1       **8.14.5** To apply for a study or retraining leave, the member must submit a total study or  
2       retraining plan including name of education or training institutions, proof of acceptance  
3       into the program, a detailed description of the program, a detailed description of the  
4       skills, knowledge and abilities the member will gain during the leave, a statement of the  
5       direct use of the skills, knowledge, and abilities in future service to the District, a  
6       suggested leave time-line, and the number of hours of required attendance in the  
7       program. The application must be submitted to the Superintendent not later than three (3)  
8       months prior to the proposed beginning date of the leave.

9       **8.14.6** Members granted a study or retraining leave shall be required to perform such  
10      services during the leave as the Board of Education and the member agree to in writing.

11      **8.14.7** A member on a District-approved study or retraining leave shall receive the  
12      difference between the salary of the member on leave and the salary of a substitute in the  
13      position previously held by the member on leave. If a substitute is not utilized, the  
14      member on leave shall receive one-half of the member's regular rate of pay.

15      Any compensation granted by the Board of Education to a member on leave shall be paid  
16      in two equal annual installments during the first two (2) years of service rendered in the  
17      employ of the Board of Education following completion of the leave.

18      However, if the member furnishes a suitable bond indemnifying the Board of Education  
19      against loss in the event that the member fails to render at least two (2) years service  
20      following the completion of the study or retraining leave, the compensation approved by  
21      the Board of Education will be paid the member on leave in the same manner as if the  
22      member were in working status.

23      A member on a study or retraining leave shall not earn, nor be entitled to use sick leave,  
24      vacation, holiday or any other form of paid leave. A member on a study or retraining  
25      leave shall not earn seniority while on leave and shall not be eligible to receive fringe  
26      benefits provided in Article VI of this Agreement.

1       **8.14.8** The Board of Education may terminate a study of retraining leave member and  
2       recover any or all compensation granted to the leave member if the member fails to  
3       comply with the provisions of this Agreement related to such leaves or any reasonable  
4       requests made by the Board of Education.

5       **8.14.9** Issues arising out of the exercise by the Board of Education and administration of  
6       its responsibilities under Section 8.13 of this Article VIII, including the facts underlying  
7       its exercise of such discretions shall not be subject to the Grievance Procedure as set forth  
8       in Article XII.

9       **8.15   Notification of Return to Work** - In the event a member of the bargaining unit,  
10      returning from a leave of absence, fails to notify the immediate supervisor of the member's  
11      intention to return from leave by the time specified by the District and a substitute reports for  
12      service, the substitute shall be permitted to serve, and the member shall be on unpaid leave of  
13      absence for the day.

14     **8.16   Unauthorized Leave** - Any absence of a member of the bargaining unit on a day of  
15      required duty that has not met the eligibility, notification, and approval requirement of the  
16      various leave provisions of this Article VIII shall be considered an unauthorized leave. Members  
17      of the bargaining unit shall not be compensated for any period of unauthorized leave, and the  
18      District shall deduct on a pro rata basis the District contribution towards the health and welfare  
19      benefits specified in Article VI of this Agreement for the period of the unauthorized leave.

20     **8.17   Abandonment of Position** - Unauthorized leave, whether voluntary or involuntary, for  
21      three (3) consecutive days of required duty may be considered an abandonment of position and  
22      grounds for immediate dismissal from District employment and the member's position may be  
23      declared vacant as of the last date on which the member worked. CSEA must be notified of a  
24      member's unauthorized leave and possible automatic resignation from District employment at  
25      least one work day before a position is considered abandoned and declared vacant.

1   **8.18    Catastrophic Leave** - All permanent CSEA bargaining unit members with more than one  
2   year of employment with the District may apply for Catastrophic Leave from the CSEA  
3   Catastrophic Leave Bank (hereafter referred to as the “Bank”) pursuant to the following  
4   provisions:

5       **8.18.1** A bargaining unit member who has been granted leave by the District for their  
6       own serious catastrophic medical condition or that of their immediate family member as  
7       defined in article 8.7.3. The time off work must create a financial hardship, as defined in  
8       Education Code §44043.5, for the bargaining unit member because the member has  
9       exhausted all of their own accumulated sick leave, vacation and 100 days of leave (as  
10      defined in Article 8.4.1), if applicable. Members need to apply through the Human  
11      Resources Department.

12      **8.18.2** A Committee formed by the Association and the District shall be comprised of  
13      (two members who are selected by the Association, and the Assistant Superintendent, of  
14      the Human Resources Department or designee. The Committee shall determine the  
15      issuance of Catastrophic Leave credits in accordance with Education Code §44043.5.

16      **8.18.3** Catastrophic Leave credits may be used by CSEA bargaining unit members only  
17      during their normally scheduled work year.

18      **8.18.4** Participants may go beyond the extended time allocated under their accumulated  
19      paid time off, pursuant to Education Code 45196 by using the Bank.

20      **8.18.5** Members must maintain a minimum of seven (7) sick days and fourteen (14)  
21      vacation days in order to contribute to the Bank. All contributions are for an unspecified  
22      recipient and are irrevocable.

23      **8.18.6** Any bargaining unit member who applies for Catastrophic Leave agrees to  
24      disclose all relevant medical and leave information in order for the committee to make a  
25      determination.

26      **8.18.7** The Catastrophic Leave recipient shall continue to pay member contributions  
27      and continue to remain eligible for District and statutory benefit contributions.

1       **8.18.8** The initial grant of sick leave by the Catastrophic Leave Committee shall not  
2       exceed twenty (20) days. Extensions may be granted by the Catastrophic Leave  
3       Committee upon demonstration of further need by the member. The maximum number of  
4       days that may be granted from the Bank to a single bargaining unit member in one school  
5       year shall not exceed fifty (50) days. Any days granted by the Catastrophic Leave  
6       Committee which are not used by the member shall be returned to the Bank upon the  
7       member's return to work.

8       **8.18.9** The recommendations of the Committee shall be final, and are not subject to  
9       grievance or any further review. However, if the granting of leave proves to be  
10      fraudulent, the Committee may revoke the credits at any time and require re-payment to  
11      the District of any used credits previously granted and the District shall be authorized to  
12      deduct such repayments from the member's subsequent paychecks until the repayment is  
13      complete.

14      **8.18.10** Should the District negotiate the effects of a lay-off during the time a member is  
15      receiving Catastrophic Leave, the status of the member for purposes of seniority and  
16      status for lay-off will be same as though the member were working.

17      **8.18.11** Participation in the Catastrophic Leave Bank is voluntary. All permanent  
18      bargaining unit members are eligible to contribute to the bank.