

PARAPROFESSIONAL UNIT

ARTICLE 15

UNPAID LEAVES

15.1 Introduction:

All requests for **unpaid** leaves of absence by employees covered by this Agreement shall be requested in writing. The employee shall be advised as soon as practical of the action of the District on the request for leave.

15.2 Child Care Leave:

- A. Child care leave without pay may be granted to any member of the bargaining unit according to the following provisions:
 - 1. The member of the unit is required to submit a written request to the Division of Human Resources thirty (30) days prior to the commencement of his/her child care leave including the following information:
 - a. Date the leave is to begin.
 - b. Duration of the child care leave.
 - 2. Child care leave without pay may be granted for a maximum period of twelve (12) consecutive months.
- B. Return to duty from child care leave will be dependent upon the following: The member of the bargaining unit must submit a written request to the Division of Human Resources thirty (30) days prior to the date he/she desires to return to work.
- C. An employee on child care leave shall have the option to remain an active participant in any fringe benefit program offered by the District provided the employee contributes the required amount.
- D. The Family Care Leave article and/or Family Medical Leave Act (FMLA) may apply. Refer to Article 14, Paid Leaves, Section 14.10.
- E. Upon return to duty from child care leave, the employee shall be assigned to the same site and position which was held at the time the leave commenced or if that position is no longer available, to an equivalent position.
- B. It is the understanding of the parties that any person employed to fill the position for the employee on leave of absence under this article shall not achieve any continued employment rights for filling the temporary vacancy created by said leave. The District reserves the right to temporarily transfer or promote other unit members to fill this temporary vacancy.

15.3 Adoption Leave:

- A. Adoption leave of absence without pay may be granted to members of the bargaining unit in accordance with the provisions of this policy.
 - 1. Employees intending to go on adoption leave shall notify the Division of Human Resources within thirty (30) days of receiving notice that he/she has been officially accepted as a prospective parent for adoption.
 - 2. In order to facilitate adequate planning of continuous educational programs, it is the desire of the Board of Trustees that whenever possible employees begin adoption leave or return to duty from adoption leave in conjunction with the school quarter, or semester and not during the last school month.
- B. Adoption leave without pay may be granted to any employee according to the following provisions:
 - 1. When the employee is advised that a child is available for adoption, the employee shall immediately establish a meeting with the Division of Human Resources.
 - 2. An adoption leave may be granted without pay by the Board of Trustees for the remainder of that school year or any portion thereof.
 - 3. The employee may request an additional leave of absence each year, without pay, for up to one (1) year. If approved by the Board of Trustees, the employee is requested to notify the Division of Human Resources by March 1 of each year if the employee plans to return to the District's service for the following school year.
- C. Upon return to duty from adoption leave, the employee shall be assigned to the same site and position which was held at the time the leave commenced or if that position is no longer available, to an equivalent position.
- D. An employee will be eligible to use sick leave for personal necessity as provided under Article 14, Use of Accumulated Sick Leave for Personal Necessity, Section 14.4, whenever days are needed to fulfill the legal requirements for adoption.
- E. An employee on adoption leave shall have the option to remain an active participant in any fringe benefit program offered by the District provided the employee contributes the required amount.

15.4 Non-Industrial Accident or Illness Leave:

- A. A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, **paid or unpaid**, not to exceed six (6) months. The District may renew the leave of absence, **paid or unpaid**, for two (2) additional six (6) months periods or such lesser leave periods that it may provide but it shall not exceed a total of eighteen (18) months.

- B. An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and, if possible, to his/her position with all the rights, benefits and burdens of a permanent employee.
- C. If at the conclusion of all leaves of absence, **paid or unpaid**, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.
- D. At any time, during the prescribed thirty-nine (39) months, the employee is able to assume the duties of his/her position he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Section 45298 of the Education Code in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.
- E. If the District has a reasonable doubt about the employee's ability to perform his/her assignment, the District may require the employee to be cleared by a District appointed physician.

15.5 **Educational Leave:**

- A. Any unit member with permanent status in the classified service and who has completed three (3) full years of service with the District, may petition the District for an educational leave of absence which is not otherwise provided for by this Agreement or prohibited by law.
- B. A reasonable number of unit members as determined by the District may be granted an unpaid leave of absence for one (1) semester, two (2) semesters or one (1) school year for an educational leave of twelve (12) units or more per semester from an accredited college or university. At the completion of the leave, the unit member must provide the District with an official transcript of the completed units. A minimum of twelve (12) units per semester must be earned with passing grades. The unit member must submit the planned courses of study three (3) months prior to commencing said leave. Said leave to commence at the beginning of the fiscal year for a full year leave or at the beginning of the second semester (Sweetwater Union High School District second semester) for a semester or half (½) year leave.
- C. It is the understanding of the parties that any person employed to fill the position for the employee on leave of absence under this article shall not achieve any continued employment rights for filling the temporary vacancy created by said leave. The District reserves the right to temporarily transfer or promote other unit members to fill this temporary vacancy.
- D. Employees on this leave of absence may continue their health and welfare benefits provided in Article 11, Health and Welfare Benefits, providing the employee pays the full monthly premiums to the District for these benefits.

- E. Upon return to duty from educational leave, the employee shall be assigned to the same site and position which was held at the time the leave commenced or if that position is no longer available, to an equivalent position.

15.6 **Other Non-Compensated Leave:**

A. Non-Compensated Leave of Absence:

Any unit member with permanent status in the classified service and who has completed three (3) full years of service with the District, may petition the District for a non-compensated leave of absence which is not otherwise provided for by this Agreement or prohibited by law.

- B. Leaves will be limited to one (1) Sweetwater Union High School District semester, and may be granted for the following reasons when approved by the District:

- 1. Professional study.
- 2. Personal reasons.

- C. It is the understanding of the parties that any person employed to fill the position for the employee on leave of absence under this article shall not achieve any continued employment rights for filling the temporary vacancy created by said leave. The District reserves the right to temporarily transfer or promote other unit members to fill this temporary vacancy.

- A. No more than three (3) unit members in the District will be eligible during any one (1) semester to be on leave under this article.

- B. The District reserves the right to waive the three (3) unit member provision because of extenuating circumstances.

- C. Employees on this leave of absence may continue their health and welfare benefits, provided in Article 11, Health and Welfare Benefits, providing the employee pays the full monthly premiums to the District for these benefits.

- D. With the approval of the supervisor and the Director of Human Resources, temporary reduction of hours may be granted. This voluntary request may be for a portion of an employee's workday. Employees who maintain at least four (4) hours per day on paid status shall receive health and welfare benefits as provided in Article 11.

- E. Upon return to duty from non-compensated leave, the employee shall be assigned to the same site and position which was held at the time the leave commenced or if that position is no longer available, to an equivalent position.