

# SWEETWATER EDUCATION ASSOCIATION/CTA/NEA

## ARTICLE 22

### LEAVES

#### 22.1 Introduction to Leaves:

- A. Whenever possible, unit members shall notify the District in advance of any leave. Unit members will report absences, and request and release substitutes using the automated substitute notification system.
- B. Unless otherwise provided in this article, a unit member on a paid leave of absence according to the provisions of this Agreement shall be entitled to:
  - 1. Whenever possible, return to a certificated position, including same site which he/she held immediately before commencement of the leave.
  - 2. Receive credit for annual salary increments provided the employee is in a paid status with the District for seventy-five percent (75%) of the regular workdays of the regular school year during his/her leave.
  - 3. Receive during his/her leave, all other unit member health and welfare benefits described in Article 18, Health and Welfare Benefits, including insurance and retirement benefits, to the extent not expressly prohibited by law.
- C. Unit members granted unpaid leaves according to the provisions of this article shall be entitled to:
  - 1. Return to a certificated position.
  - 2. Continue to participate in health and welfare benefits provided the unit member pays the full premium costs.
  - 3. Unit members returning from unpaid leave of absence of one (1) year or less will be assigned to their prior sites.
  - 4. Regular 7-12 unit members who are returning from unpaid leave of absence of more than one (1) year will be placed in accordance with Article 36, Transfer; Section 36.3.
  - 5. If the employee requests to rescind a granted leave under this article, his/her return to duty will be dependent upon the availability of a position within the employee's area of competency.

## 22.2 Sick Leave and Other Related Sick Leave Benefits for illness or Injury for Unit Members:

### A.

1. Every unit member who is regularly employed five (5) days per week is entitled to ten (10) days of paid sick leave for each year of employment. Unit members who work less than full-time shall be entitled to a proportionate amount of paid sick leave. For unit members paid at an hourly rate, sick and injury leave benefits shall be computed on the basis of one (1) hour sick and injury leave for each eighteen (18) hours of service rendered to the District. Unit members who work an extended school year contract shall be entitled to a proportionate amount of paid sick leave.
2. Sick leave granted in Section 22.2A 1, above is defined at current annual sick leave. All unused sick leave shall be accumulated from one (1) school year to the next school year. This is defined as accumulated sick leave.
3. At the beginning of each school year, every unit member shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A unit member may use his/her credited sick leave at any time during the school year.
4. All unit members, when absent due to sickness of injury, shall receive full pay for said absence by using their current annual sick leave days and/or their accumulated sick leave days.
5. All unit members who use all of their sick leave and subsequently fail to serve their assigned school year, shall have deducted from their final pay warrant the amount paid as provided in Section 22.2B.3, for the number of days used beyond the earned sick leave.

### B. Other Sick Leave Benefits:

1. In the event a unit member has depleted his/her available sick leave including the leave granted for the current year and all accumulated sick leave, and illness or injury compels further absence, he/she will be entitled to an additional one hundred (100) days of sick leave.
2. The sick leave, including accumulated sick leave, and the one hundred (100) day period shall run consecutively.
3. An employee shall not be provided more than one (1), one hundred (100) day period per illness or accident. However, if a school year terminates before the one hundred (100) day period is exhausted; the employee may take the balance of the one hundred (100) day period in the subsequent school year.
4. During this one hundred (100) day period the amount deducted from the salary of the unit member shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his/her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he/she been employed. The District shall make every reasonable effort to secure the services of a substitute employee.

- C. The Assistant Superintendent of Human Resources or his/her designee may require a physician's verification of illness when a unit member has been on sick leave for six (6) or more consecutive days. This does not preclude the Assistant Superintendent of Human Resources or his/her designee from requesting additional verification when there is a demonstrable pattern of leave use that suggests the leave is being abused. Such requests for additional verification shall not be made in an arbitrary and/or capricious manner. The Assistant Superintendent of Human Resources or his/her designee may require a physician's verification of illness during any period of concerted activities.
- D. Unit members may use up to six (6) days per year (which may be consecutive), deductible from current or accumulated sick leave, to care for an ill child, parent, or spouse.

### 22.3 Use of Accumulated Sick Leave for Personal Necessity:

- A. Unit members shall be granted up to seven (7) days of personal necessity leave with pay per year, deductible from sick leave. All unused personal necessity leave shall be accumulated from one (1) school year to the next school year up to a total of sixteen (16) days.
- B. Personal necessity shall be defined as matters of a personal nature which cannot be conducted outside the normal workday.
- C. Unit members can take no more than five (5) consecutive days of personal necessity leave. The Assistant Superintendent of Human Resources or his/her designee may approve the use of additional days for special circumstances.
- D. When a unit member uses personal necessity leave for a non-emergency situation, the unit member must notify the principal/supervisor at least forty-eight (48) hours in advance. When the leave is for an emergency, the unit member shall notify the principal/supervisor as soon as possible for use of personal necessity. The use of the automated substitute notification system constitutes appropriate notification.
- E. If the unit member does not elect to use sick leave for personal necessity as provided herein, then a per diem salary deduction shall be made for each working day absent in accordance with the provisions of this article.
- F. Personal necessity leave under Section 22.3 may not exceed the total accumulation of the unit member up to the total of sixteen (16) days of permitted accumulation. The Assistant Superintendent of Human Resources or his/her designee may approve the use of additional days for special circumstances.
- G. Personal necessity leave shall not be used for concerted action of any kind against the District. If the District has reasonable cause to believe a unit member is abusing the provisions of this section, appropriate disciplinary action may be taken.

### 22.4 Bereavement Leave:

- A. All unit members are entitled to leave of absence, without salary deduction, not to exceed three (3) working days, or five (5) working days if travel of four hundred (400) miles round trip from the District is required, because of the death of any members of his/her immediate family.

- B. Members of the Immediate Family: Mother, stepmother, father, stepfather, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandmother, grandfather, legal guardian, or grandchild of the unit member, or the spouse of the unit member, and the son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, brother-in-law, sister, stepsister, or sister-in-law of the unit member or any relative or person living in the immediate household of the unit member.
- C. The Board shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this section.

22.5 Child Bearing Leave:

- A. A pregnant employee on active duty with the District, who is absent from duties because of illness or disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom, shall be eligible to take paid sick leave in accordance with Section 22.2 of this article.
- B. A pregnant employee on active duty who has written certification by her physician that she is unable to perform her normal duties due to medical reasons related to her pregnancy during the school year, shall be eligible for paid sick leave benefits under the provisions of Section 22. 5A, of this article.
- C. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment in the District.
- D. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, or childbirth on the same terms and conditions applied to other temporary disabilities.

22.6 Adoption Leave:

- A. Unit members intending to go on adoption leave shall notify the Division of Human Resources within thirty (30) days of receiving notice that he or she has been officially accepted as a prospective parent for adoption.
- B. A male or female unit member who is adopting a child shall be entitled to use personal necessity leave for the purpose of caring for the needs of the adopted child.
- C. Unit members will be eligible to use sick leave for personal necessity as provided in Section 22.3 of this article, whenever days are needed to fulfill the legal requirements for adoption.
- D. Leave without pay in connection with adoption of children may be granted to any unit member according to the provisions of Section 22.7 of this article.

22.7 Child Care Leave:

- A. Child care leave without pay may be granted to any unit member in accordance with the following provisions:

1. The unit member 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;
  - c. Reason for child care leave.
2. Child care leave shall be granted for the current school year or any portion thereof.
3. Extension of this leave will be as follows:

A unit member may be granted an additional leave of absence of one (1) full semester, or a maximum of two (2) full semesters without pay.

- B. Return to duty from child care leave: The unit member must submit a written request to return to work to the Division of Human Resources thirty (30) days prior to the date he/she desires to return to work.

#### 22.8 Industrial Accident and Illness Leaves of Absence for Regularly Employed Unit Members:

- A. A unit member shall be entitled to industrial accident leave according to the provisions of Education Code section 44984 for personal injury or illness which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.
- B. Allowable leave shall be up to and including sixty (60) working days during which the schools of the District are required to be in session or when a member of the unit otherwise have been performing work for the District in anyone (1) fiscal year for the same illness or accident.
- C. Allowable leave shall not be accumulated from year to year.
- D. Industrial accident or illness leave shall commence on the first day of absence.
- E. The total of the unit member's temporary disability indemnity and the portion of salary due him/her during his/her initial sixty (60) days of absence in Section 22.8B., shall be equal to his/her full salary.
- F. During any paid leave of absence, a member of the unit shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payments of his/her salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

- G. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery.
- H. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a workers' compensation indemnity award.
- I. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to the amount of unused leave due him/her for the same illness or injury.
- J. The industrial illness and accident leave provided in this article is in addition to sick leave benefits. The Board shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness until the unit member has used all of his/her industrial illness and accident leave.
- K. When entitlement to industrial accident or illness leave has been exhausted, other sick leave benefits under Section 22.2 of this article will then be used; however, if an employee is receiving workers' compensation, the District shall use only as much of the unit member's accumulated or available sick leave, which, when added to the workers' compensation award, will provide for a full day's wage or salary.
- L. Any member of the unit receiving benefits under this article shall, during periods of injury or illness, remain within the State of California, unless he/she notifies the District of his/her intent to travel outside the state.
- M. Eligibility for industrial accident leave and industrial illness leave accrues immediately by virtue of employment with the employer.

#### 22.9 Health Leave:

Upon written request by a unit member who has probationary or permanent status, the Board may grant an unpaid leave of absence when the unit member is unable to perform his/her duties due to ill health or physical disability.

The request for this leave must be accompanied by a medical statement from a licensed California physician stipulating the condition of health and the expected duration of the health problem. The health leave may be granted for up to two (2) years and may then be reconsidered on a yearly basis by the Board.

#### 22.10 Catastrophic Leave Program:

- A. The purpose of the Catastrophic Illness/Sick Leave Bank is to create a Bank of sick leave days, from which participants may apply for additional sick leave days when suffering from a catastrophic illness or event and have exhausted all other paid leave.
- B. "Catastrophic Illness" is defined to mean an illness or injury that is expected to incapacitate a unit member for an extended period of time, and the incapacity requires the unit member to take time off from work for an extended period of time.

- C. Unit members may donate to the Catastrophic Leave Bank, using the form found in Appendix H under the following conditions:
1. Members may donate from one (1) to six (6) days.
  2. Members must have at least twenty (20) days of accrued sick leave to make a donation.
  3. The donation will be irrevocable.
  4. A donation to the Bank will be a general donation and shall not be donated to a specific unit member for his/her exclusive use.
- D. Only members who have donated to the Bank: may apply to withdraw days from the Bank.
- E. Members (or their agents) may apply to use the Bank: by submitting their request to the Catastrophic Leave Bank: Review Committee using the appropriate District form, (Appendix H). Included with the form will be verification of the Catastrophic Illness prepared in writing by a licensed physician of the state of California.
- F. The Catastrophic Leave Bank: Review Committee will consist of two (2) members selected by the Association, one (1) member from each of the employee groups participating in this Bank, and two (2) members selected by the District. The committee will review all applications. Approval of any request will require a majority vote of the committee. The decision of the committee shall be final and binding. Within ten (10) duty days of receipt of employee application, the committee will notify (in writing) the applicant of its decision. All applications submitted to the committee shall remain confidential and comply with the terms of the federal HIPAA privacy regulations, 45 C.F.R. 164.508 and the Confidentiality of Medical Information Act, Cal Civ. Code 56 et seq ..

**G. Restrictions/Exclusions/Miscellaneous Provisions:**

1. A member may request a maximum of twenty (20) days per application. At the end of the twenty (20) day period an additional twenty (20) days may be requested or granted if the event was originally expected to have duration of forty (40) days or longer for a maximum of forty (40) days to be used per catastrophic event.
2. Days granted but not used will be returned to the Bank. One (1) day used will be equal to one (1) day at the member's rate of pay.
3. Leave granted under this Agreement will be coordinated with the fifty percent (50%) leave to create a full day of wages. The Sick Leave Bank will be debited one-half (Y2) day for each day used. The coordination of Catastrophic Leave and fifty percent (50%) pay will not extend the one hundred (100) days entitlement per event.
4. Leave from the Bank: may not be used for illness or disability which qualified the unit member for worker compensation benefits.
5. When the Catastrophic Leave Bank: Review Committee reasonably presumes that the applicant may be eligible for a disability award or a retirement under STRS, the committee may request that the unit member apply for the disability or retirement. Failure of the unit member to submit a complete application within twenty (20) days of the request shall disqualify the unit member from further catastrophic leave Bank payments.

6. By August 1, of each year, the balance in the Bank will be reconciled. The Association will be notified of the balance.
7. The program will be reviewed annually and the parties may mutually agree to make appropriate modifications to this program in writing.

22.11 Federal Family and Medical Leave Benefits:

- A. The District shall provide a unit member family care leave and medical leave in accordance with the provisions of this article, and in accordance with State and Federal law.
- B. Where the current contract provides a more generous benefit than the Family Medical Leave (FMLA), then the contract language shall prevail.
- C. Where the FMLA provides a more generous benefit than the current contract, then the FMLA shall prevail.

22.12 Jury and Legal Proceeding Leave:

- A. When a unit member must be absent from duty to appear in court to testify or to serve on a jury, the unit member shall continue to receive his/her regular salary and shall return jury or witness fees to the District, exclusive of mileage and meal reimbursements.
- B. A unit member is eligible for a paid leave of absence in accordance with Section 22.12A, of this article in order to appear as a non-party witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through his/her connivance or misconduct.
- C. A unit member shall obtain a jury or court attendance report form from the court clerk to verify attendance in court.
- D. Unit members required to appear before a public agency on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) shall be paid the difference, if any; between the compensation they receive from the public agency and their wages for each day of service.

22.13 Military Leave:

Unit members shall be granted military leave in accordance with the law. Unit members called into active service shall retain all benefits of District employment in accordance with the law.

22.14 Unit Members Serving as Elected Public Officials:

- A. Unit members serving public agencies as elected public officials may choose to take five (5) days of leave without loss of pay each school year to attend meetings related to that agency.
- B. Prior to taking such leave, the District shall have assurance in writing that the meeting is authorized by the agency.



- C. If there is need for leave beyond the five (5) day period, each request will be considered by the District on an individual basis, predicated upon the importance of the activity which necessitates the request, the frequency of such requests, and the financial ability of the District to provide for such requests.

22.15 Legislative Leave:

A unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for his/her term or terms in office.

22.16 In-Service Leave:

By mutual agreement between the unit member and the appropriate principal/supervisor, the bargaining unit member may be granted a paid leave for the purpose of improving his/her performance. Such leave could include class visitations, conferences, and workshops related to his/her assignment. Requests for such in-service leave will be made through the appropriate principal/supervisor who may consult with his/her site department chairperson(s) before acting upon the request.

22.17 Teacher Exchange Leave:

- A. All unit members in the District shall be eligible to make application for the teacher exchange program. The exchange may be with teachers in either the United States or a foreign country. A unit member interested in exchanging positions with a foreign teacher must apply through the U. S. Office of Education in Washington" D.C., in accordance with the Fulbright-Hays Act of 1961.
- B. If the unit member requesting the exchange and the Board agrees to the exchange, the District shall pay his/her regular salary, making all deductions provided by law for retirement purposes during the period of exchange teaching. In such case the District shall not pay the salary of the exchange teacher serving the District in exchange for its regular unit member.
- C. Such leave when approved by the Board shall be granted for one (1) school year and may be extended two (2) additional school years. All arrangements must be completed by May 1 of the school year preceding the effective year of exchange unless, due to special circumstances, permission is granted by the Board to extend this date.

22.18 Other Considerations:

Written requests for consideration for unpaid leaves of absences for the unit members, who have permanent status with the District under California tenure laws, may be made for the following reasons:

- A. **Study Leave:** A unit member shall apply to the Board for study leave, including his/her approved program of study from an accredited college or university, no later than nine (9) weeks before its anticipated commencement. This leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.
- B. **Teaching in a Military Dependents School in a Foreign Country:** Requires documentation of acceptance from the authorized government agency; such leave shall not exceed two (2) school years.

- C. **Services Related to the Unit Member's Subject Matter:** Requires confirmation of the services to be rendered, duration of services, and the benefits that will be derived by the unit member upon completing a school year of service in the assignment.

22.19 Other Non-Compensated Leave:

Under the Education Code, any unit member may petition the Board for a non-compensated leave of absence which is not otherwise provided for by this Agreement or prohibited by law.