ARTICLE 10

LEAVES

10.1 Bereavement Leave

Unit employees shall be granted, without loss of salary or other benefits, five (5) days leave of absence due to the death of the employee’s spouse, parent or child,

10.1.1 Unit employees shall be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, five (5) working days if two hundred miles' travel in one direction is required, upon the death of any member of the employee's immediate family except as noted in 10.1.

10.1.2 "Member of the immediate family," as used in this section, means blood, step and foster relations limited to the parents, grandparent, grandchild, spouse, child, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, of the employee or his/her spouse or any person living in the employee’s household excluding strictly landlord/tenant relationships.

10.2 Jury Duty

10.2.1 When called for jury duty in the manner provided by law, unit employees shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.

10.2.2 Request for jury duty leave should be made by presenting as soon as possible the official court summons to the unit employee's immediate supervisor and the District payroll office through regular administrative channels.

10.2.3 Reimbursement to the District of any monies earned as a juror, except meals, mileage, and/or parking allowance, may be made by the unit employee. In the absence of each reimbursement, the District shall deduct from the employee's wages the equivalent of monies earned as a juror.

10.2.4 A unit employee called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

10.2.5 Unit employees are required to report to work during any day in which jury services over four (4) hours are not required. Employees shall be excused from four (4) hours of work for any assigned shift in such cases.
10.2.5.1 Employees are not required to report to work for any assigned shift during any day in which jury services for more than four (4) hours are required.

10.3 Personal Necessity Leave

10.3.1 A unit employee may be granted a maximum of seven (7) days' leave of absence in any school year without loss of pay, in cases of personal necessity. Such leaves shall be deducted from the employee's accumulated sick leave.

10.3.2 Personal necessity leave specifically does not include any recreational use nor any use related to present or prospective employment. Necessity leave must meet one of the following qualifications:

10.3.2.1 Leave request is on matters of compelling personal importance which cannot be accomplished other than during the employee's regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

10.3.2.2 Leave request is caused by serious illness or death of a member of the immediate family; an accident involving his/her person or property, or, the person or property of a member of his/her immediate family; or appearance in court as a litigant or a witness under official order except as a witness adverse to the District or as a litigant in an action adverse to the District.

10.3.3 Personal Necessity leave must be requested at least five (5) calendar days in advance and approved by the appropriate administrator, who also reserves the right to verify such request by an appropriate means. The requirement for five days notification and approval shall not be mandatory if the nature of the personal necessity precludes advance notice or permission or in the case of death or serious illness of a member of the unit employee's immediate family, or an accident involving his person or property, or the person or property of a member of the unit employee's immediate family.

10.3.4 "Immediate family" will be interpreted to mean blood, step, and foster relations limited to the parents, grandparent, grandchild, spouse, child, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, of the employee or his/her spouse or any person living in the employee’s household excluding strictly landlord/tenant relationships.

10.4 Conference or In-Service Training
Upon application, the Chancellor or designee, may grant to a unit employee leave with pay (unless otherwise stipulated prior to attendance) for educational conference or in-service training which, in the sole discretion of management, will improve District operations or the ability of the unit employee to more effectively perform their duties. All conference requests must be approved or denied within 10 working days by the appropriate administrator on the conference request form.

10.5 Industrial Accident or Illness Leave

10.5.1 Unit employees shall receive sixty (60) days' leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the employee becomes ill or is injured while he/she is serving the District.

10.5.2 Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining for the same illness or injury at the end of the fiscal year in which the injury or illness occurred.

10.5.3 After the sixty (60) days has been exhausted, the following leave time may be used for additional leave. At the employee's option, leave may be used in the following order:
   a. accrued sick leave
   b. compensatory time
   c. vacation
   d. extended sick leave

10.5.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.

10.5.5 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the State Education Code. When entitlement to industrial accident or illness has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving worker's compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensation time, vacation, or other available leave, which when added to the worker's compensation award, provides for a full day's wage or salary.

10.5.6 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
10.5.7 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the employee may endorse to the District wage loss benefit checks received under the worker's compensation laws of this state. In the absence of such endorsements, the District shall deduct from the employee's wages the equivalent of the amount for such wage loss benefit checks. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

10.5.8 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she may be placed in another available position in which he/she is medically able to assume the duties and meets the minimum qualifications. He/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) months period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The District shall require certification by the attending physician that the employee is medically able to perform the duties of his/her position.

10.5.9 Any employee receiving benefits provided in this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

10.6 Sick Leave

10.6.1 Unit employees employed five (5) days a week shall be entitled to twelve (12) days of leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year (July 1) to salaried employees. Fractional assignments, including 19 hours or less, shall receive proportionate leave entitlement.

10.6.2 Unit employees employed five (5) days a week or less than a full fiscal year are entitled to that portion of twelve (12) days' leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
10.6.3 Unit employees employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days' leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

10.6.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit employee been on a paid status during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New unit employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under the policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.

10.6.5 If the unit employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

10.6.6 Sick leave may be used for visits to medical doctors, dentists, optometrists, oculists, chiropodists, chiropractors, psychiatrists, and Christian Science practitioners. Upon approval of the immediate administrator, such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration.

10.6.7 All sick leave absence or use shall be reported in writing to the Chancellor or designee. When abuse of sick leave is suspected, or excessive over a period of time, the District reserves the right to require medical verification for any illness. The medical verification from the doctor shall include the necessity for absence from work based on the illness and length of time employees will be unable to return to work.

10.6.8 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.

10.6.9 Unit employees must be in active employment or on paid leave to earn sick leave. Employees on extended illness leave are eligible to earn sick leave. Sick leave may be used only on those days when the employee is required to report for duty but cannot do so because of illness or injury. Employees who become ill or injured but are not required to report, such as those on leave or vacation, may use sick leave credits without a return to active service, provided the employee furnishes adequate notice, relevant supporting information, and/or verification of illness or injury forming the basis for such interruption or termination.
10.6.10 Where a unit employee is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days' leave as the number of months in the fiscal year he/she was employed bears to twelve (12).

10.6.11 Sick leave shall not be earned when a unit employee is on leave without pay. Sick leave shall be earned for all paid leaves.

10.6.12 Any sick leave benefits earned but unused on the date of retirement shall be converted to retirement credit in accordance with Government Code Section 20862.5, or, its successor.

10.6.13 When a unit employee is absent due to illness or injury, he/she shall notify his/her immediate supervisor or designee no later than one hour after the employee's normal starting time for the shift, unless circumstances beyond the employee's control make such notification impossible. The employee shall notify his/her immediate supervisor or designee for each day of absence unless medical verification has been provided citing the number of days off or a return to work date.

10.6.14 Any classified employee with one (1) year or more of employment in another school district, Community College District, or County Superintendent’s Office in California shall be entitled to transfer the classified employee’s total unused balance of earned sick leave, as long as employment occurs within one (1) year of termination, subject to verification by the former employer.

10.7 Extended Sick Leave, Catastrophic Illness Leave and Emergency Vacation Donation

Employee shall be given the option of using vacation or comp-time to extend sick leave prior to employee being placed on extended sick leave. In no event shall employees be allowed to combine vacation or comp-time with extended sick leave.

10.7.1 Extended Sick Leave: A unit employee whose sick leave, including both current and accrued, has been exhausted, and, where the total of such sick leave used in a given fiscal year is less than one hundred (100) working days, shall be entitled to and be compensated at, fifty percent (50%) of his/her regular daily rate of pay for the balance of one hundred (100) days. A unit employee shall be required to present a doctor’s statement stating the anticipated date the employee will be able to return to full-time service to qualify for this extended leave benefit.

10.7.2 In the event of a catastrophic illness or injury, participating unit employees who have exhausted all regular and extended sick leave, vacation and compensatory time, may utilize a maximum of 100 days from the Catastrophic Leave Bank subject to mutual approval by the District and CSEA. The compensation shall be at fifty-percent (50%) of his/her daily rate. Unit
employees become a participant by contributing sick leave or vacation leave to the bank. A unit employee shall be required to present a doctor’s statement stating the anticipated date the employee will be able to return to full time service to qualify for this extended leave benefit.

Employees may donate a minimum of one (1) day and a maximum of ten (10) days of sick leave or vacation leave per year. Upon separation from the district employees shall be allowed to donate all unused sick leave to the bank. Employees shall be given the opportunity to contribute upon employment, and thereafter in May and November of each year. (See Human Resources for procedures).

Employees must donate in order to use the illness bank.

10.7.3 When employees or a member of their immediate family (Article 10.3.4) have an accident or illness requiring employee’s absence from work, and that absence would extend beyond all earned leave available, employee may request assistance from unit members through CSEA. Subject to mutual approval by Human Resources and CSEA a request for assistance shall be sent to applicable employees by Human Resources. Unit employees may voluntarily contribute vacation leave to assist employee. Should the employee not require all the leave contributed, the hours not used by employee shall be contributed to the catastrophic leave bank and credited to the employee receiving the assistance.

10.8 Maternity Leave

The District shall grant maternity leave in compliance with Government Code Section 12945.

10.9 Military Leave

Military leave shall be granted in accordance with current law.

10.10 Unpaid Leave

Unit employees may apply for unpaid leave at any time. The District may grant such leave provided the employee's services are not needed or required by the District for the period of leave time desired, as determined solely by the District. When a classified employee is on a leave of absence without pay, the employee shall be allowed to pay the premiums, at the COBRA rate, to keep the employee and employee’s dependant’s group health insurance in effect.

10.11 Family Leave
Employees shall be entitled to Family Leave as set forth in the Family Medical Leave Act. For the purposes of establishing Family and Medical Leave Act entitlement, the leave year shall be the fiscal year commencing July 1 and ending June 30.

Employees shall be allowed to use up to one-half of their annual sick leave allocation (6 days) to care for an ill child, parent or spouse (AB109). Hourly/on-going employees shall receive prorated benefits.

10.12 Voluntary Furlough

A unit employee may apply for a reduction of his/her assigned hours per week as a voluntary furlough. The District may grant such leave provided the employee’s services are not needed or required by the district for the period of furlough time desired, as determined solely by the District. A request by an employee to reduce the number of work weeks per month or work months per year shall not be considered a voluntary furlough and shall be handled under the other leave provisions of this article.

10.12.1 The unit member may apply for a voluntary furlough at any time. The term of the furlough may not extend beyond the end of the current fiscal year without being renewed by the unit member and the District.

10.12.2 The unit member’s compensation shall be reduced proportionately for the term of the furlough.

10.12.3 Employee benefits, including health and welfare, sick leave, and vacation shall remain in effect as though the employee was working his/her regular schedule.

10.12.4 Eligibility for paid holidays will be handled in accordance with Education Code 88203. Employees must be in paid status during any portion of the working day immediately preceding or succeeding the holiday to be eligible for holiday pay.

10.12.5 For the purposes of calculating seniority, a unit member participating in a furlough shall be treated as if his/her assignment had not been reduced.

10.12.6 The furlough may be terminated at any time by mutual agreement of the unit member and the District. The unit member may unilaterally terminate the furlough in the event of hardship. Hardships are defined as:

1. Death of a spouse
2. Divorce
3. Spouse’s loss of employment
4. Economic hardship beyond the control of the unit member.