

ARTICLE 14 – LEAVES

14.1 Leave Accounting Credits:

14.1.1 Leave credits for sick leave shall be earned per the following schedule:

- a. Employees in paid status for twelve (12) months per year shall have leave time calculated at 12 times the monthly allowable rate.
- b. Employees in paid status for eleven (11) months per year shall have leave time calculated at 11 times the monthly allowable rate.
- c. Employees in paid status for ten (10) months per year shall have leave time calculated at 10 times the monthly allowable rate.

14.2 Notification/Verification:

14.2.1 Notification of absence shall be made using the SVUSD “automated Substitute Finder System” no less than one hour prior to the unit member’s starting time. In cases other than illness or emergency, unit members shall report a need for absence as far in advance as possible. A person who becomes ill during the work shift or who must leave the work site without prior authorization shall contact the immediate supervisor or site administrator to obtain leave approval.

14.2.2 A unit member on leave must contact his/her supervisor prior to the end of the student day (or end of supervisor’s shift if employee’s assignment differs from the student day) to inform the supervisor whether he/she will be available for work the next day. If no contact is made a substitute will be secured when needed in which event the unit member will not be allowed to work on the next day.

14.2.3 If there is reason to doubt the validity of the unit member’s assertion of illness, the District may require, at District expense, a doctor’s verification from a doctor of the District’s choice prior to approval of payment for the leave.

14.2.4 Members of the bargaining unit absent due to surgery, serious injury or illness for four (4) consecutive assigned work days may be required to submit a medical release from a physician to their supervisor prior to being permitted to return to work. Upon a return-to-work release, the bargaining unit member will be allowed to return to work unless the District wishes to require the unit member to be examined by a doctor of the District’s choice at District expense prior to the return to work. The District may refuse to allow the employee to return to work if the employee is unable to perform the essential functions of his/her job, even with reasonable accommodation.

14.2.5 A bargaining unit member absent for five (5) work days or more shall notify the District on a weekly basis of his/her condition and of his/her approximate return date.

14.3 Definition Of “Immediate Family”: For the purposes of this Article, an immediate family or step family member shall be limited to mother, father, grandfather, grandmother or a grandchild of the Unit Member or of the spouse of the Unit Member and the spouse,

## ARTICLE 14 – LEAVES

51 domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law,  
52 sister or sister-in-law of the Unit Member or any relative living in the immediate  
53 household of the Unit Member.

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55 14.4 Bereavement Leave: A unit member shall be entitled to five (5) days of paid leave of  
56 absence on account of the death of any member of his/her immediate family. This leave  
57 shall not be deducted from sick leave.

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59 14.5 Judicial Leave: A unit member must inform his/her supervisor immediately upon notice  
60 that he/she will be required to report for jury duty. A unit member is required to submit to  
61 the District proof of selection and time served as a juror, either the summons card or slip  
62 signed by the county clerk. The unit member shall receive full pay during this leave  
63 period and shall be required to return the jury fee to the District payroll department.

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65 Any unit member who is required to serve four (4) hours or more on jury duty on his/her  
66 work day shall be relieved from work with pay for that day. Such unit member shall be  
67 responsible for notifying their supervisor if they are to be absent.

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69 Unit member shall not be required to report for work in the morning prior to reporting for  
70 jury duty.

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72 14.6 Personal Illness Leave: Each unit member may be absent due to illness or injury for up  
73 to 100 work days prior to being placed in unpaid status. During 100 days the unit  
74 member will receive pay as follows:

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76 14.6.1 Each unit member will be granted a prorated amount of fully paid sick leave  
77 equivalent to one (1) day per month as defined in Article 14.1.1 in this  
78 contract.

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80 14.6.2 When fully paid sick leave has been exhausted but the unit member continues  
81 to be ill, the unit member must use all other fully paid leaves including vacation  
82 and compensatory time.

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84 14.6.3 If the unit member continues to be ill and the 100 days have not been  
85 exhausted, the unit member will received 50 percent (50%) of his/her regular  
86 pay until the end of the 100 day period. The unit member must provide  
87 verification of illness if requested during this period.

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89 14.6.4 At the end of the 100 day period, if the employee is still unable to return to  
90 work, the unit member will be placed on a re-employment list for a period of 39  
91 months as specified in 14.11.3.

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93 14.6.5 Only one (1) 100 day period may be utilized in any one (1) fiscal year. If the  
94 100 day period extends into a new fiscal year, a new 100 day period will begin  
95 as of July 1 for the new fiscal year.

## ARTICLE 14 – LEAVES

97 14.6.6 Maternity leave, chargeable as sick leave, shall be granted for the period of  
98 disability caused by pregnancy. (Such period to be the time prior to and  
99 following the delivery certified by the attending physician as time the unit  
100 member is physically unable to work.)

101 Any time taken in excess of this period will be considered a maternity leave of  
102 absence without pay and must be approved pursuant to 14.10.  
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104 14.6.7 If a unit member does not take the full amount of leave under 14.6.1 in any  
105 year, the amount not taken shall be accumulated from year to year.  
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107 14.6.8 At the beginning of each fiscal year, the full amount of sick leave granted  
108 under this section shall be credited to each unit member. Credit for sick leave  
109 need not be accrued prior to taking such leave. However, a new unit member  
110 shall not be eligible to take paid leave of more than six (6) months of active  
111 service with the District.  
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113 14.6.9 A unit member who makes application for retirement under PERS shall receive  
114 credit for unused sick leave in accordance with Government Code section  
115 20963.  
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117 14.6.10 Family and Medical Leave: Under the Federal Family and Medical Leave Act,  
118 29 CFR 825, unit members may be granted up to 12 weeks per year of unpaid  
119 family and medical leave for the following reasons:  
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- 121 1. The birth, adoption or placement in foster care of a child
- 122 2. The care of a spouse, son or daughter, or parent, who has a  
123 serious health condition
- 124 3. The employees own serious illness  
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126 To be eligible, a unit member must have been employed for at least 12 months  
127 and have worked for at least 1250 hours of service within the past 12 months  
128 (approximately 25 hours/week).  
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130 14.6.11 A bargaining unit member may use his/her accumulated sick leave concurrently  
131 with the Family and Medical Leave Act.  
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### 133 14.7 Industrial Accident and Illness Leave: 134

135 14.7.1 Unit members will be entitled to industrial accident leave according to the  
136 provision in Education Code section 45192 for personal injury which has  
137 qualified for worker's compensation under the provisions of the SIPE.  
138 Entitlement shall be in addition to the 100 days granted under 14.6 above.  
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140 14.7.2 The unit member is responsible for reporting the accident at the time of  
141 occurrence (but no later than the end of the unit member's work day) and must  
142 present a physician's statement of the cause to the Risk Control and Insurance

## ARTICLE 14 – LEAVES

Coordinator within three (3) days. Failure to adequately inform the District as provided herein may cause denial of the leave.

- 14.7.3 A unit member shall be entitled to sixty (60) days of industrial accident or illness leave. The District may require periodic doctor's verification of the illness by a doctor of the District's choice.
- 14.7.4 A unit member who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- 14.7.5 Allowable leave shall not be accumulative from year to year.
- 14.7.6 Industrial accident or illness leave will commence on the first day of absence.
- 14.7.7 Payment for wages lost on any day shall not, when added to an award granted the unit member under the worker's compensation laws of this State, exceed the normal wage for the day.
- 14.7.8 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 14.7.9 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the or illness occurred, for the same illness or injury.
- 14.7.10 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under section 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if a unit member is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 14.7.11 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing Board authorizes travel outside the State.

- 14.8 Personal Necessity Leave: A bargaining unit member may elect to use not more than seven (7) days of accrued sick leave during each fiscal year (July 1 to June 30) in cases of personal necessity. The time used shall be deducted from and shall not exceed the number of full paid days of sick leave to which the bargaining unit member is entitled.

Personal necessity includes the following reasons:

ARTICLE 14 – LEAVES

- 1. The death or illness of a member of the unit member's family as defined in section 14.3.
- 2. As a result of an accident involving a unit member's person or property or the person or property of his/her family (As defined in 14.3).
- 3. Appearance in any court or before an administrative tribunal as a litigant, party or witness under subpoena, or any other made with jurisdiction. Verification of such leave may be requested by the supervisor.
- 4. Such other reasons may be approved by the District.

Except for reasons (1) or (2) above, a bargaining unit member must secure advance permission from their immediate supervisor or designee before taking personal necessity leave. In addition, the district reserves the right to require verification of necessity before approving such leave for any of the reasons listed above.

14.9 Personal Business Leave:

14.9.1 In addition to other paid leaves, each unit member shall be entitled to two (2) days personal business leave each year. Unused personal business leave shall be credited to the unit member's sick leave account on June 30 of each fiscal year. Such leave cannot be utilized for the following purposes:

- (a) To participate in concerted activities intended to disrupt the normal operations of the District.
- (b) The extension of a holiday or vacation.
- (c) For recreational activities.
- (d) For attainment of or preparation for alternate or supplementary income.
- (e) For matters that can be dealt with during non-work hours.

14.9.2 A request for personal business leave must entered into the SVUSD "automated Substitute Finder System" at least 48 hours in advance and must verify that the leave shall not be utilized for any of the purposes listed in 14.9.1 above.

Under no circumstances will a unit member be allowed to justify personal business leave after the leave has been taken. Prior approval for the leave must be granted.

14.10 Unpaid Leaves: A unit member may request an unpaid leave of absence for a maximum of one (1) year, subject to Board approval, except for military leave as provided for in the Education Code.

## ARTICLE 14 – LEAVES

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- 14.10.1 A request for an unpaid leave of absence must be submitted to the Superintendent two (2) weeks in advance and must be approved by the governing Board prior to the taking of the leave. An unpaid leave will not be granted if the unit member has accumulated vacation or compensatory time available for use.
- 14.10.2 A request by the unit member to return to work prior to the expiration of his/her leave shall be granted or denied within fifteen (15) days of the request.
- 14.10.3 Failure to report for duty within three (3) working days after the leave has expired shall be considered abandonment of position and the unit member may be terminated by the Board unless proper notification of extenuating circumstances has been given to the District.
- 14.10.4 The granting of a leave of absence without pay gives to the unit member the right to return to his/her former position/classification at the expiration of his/her leave.
- 14.10.5 Personal leave or other unpaid leave of absence except as may be otherwise designated in excess of twenty-two (22) working days shall be considered a break in continuity of service in the District. An employee that is on an approved unpaid leave of absence may elect to continue to participate in the District's health and welfare plan as provided in Article 11, provided they pay the cost of the premiums.

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14.11 Miscellaneous:

- 14.11.1 Periods of leave of absence, except as provided in 14.10 above, shall not be considered to be a break in service of the unit member.
- 14.11.2 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 a governing board, the unit member shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this State.
- The District, in turn, shall issue the unit member 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.
- 14.11.3 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment

## ARTICLE 14 – LEAVES

over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. Before being reinstated from a 39-month reemployment, the District may require the employee to undergo a fitness for duty evaluation at the district's expense.

### 14.12 Catastrophic Leave:

In the event of a "catastrophic" situation existent to a Unit Member, the Association and the District shall meet and determine what can be done to assist/help in this situation within (5) five working days of notification of the catastrophic situation.

### 14.13 Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: Employee may be required to provide advance leave and notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

### JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to the original or equivalent positions with equivalent pay, benefits, and other employment terms.

## ARTICLE 14 – LEAVES

- 330 • The use of FMLA leave cannot result in the loss of any employment benefit that accrued  
331 prior to the start of an employee's leave.  
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333 UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to:

- 334 • interfere with, restrain, or deny the exercise of any right provided under FMLA;  
335 • discharge or discriminate against any person for opposing any practice made unlawful  
336 by  
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338 FMLA or for involvement in any proceeding under or relating to FMLA.

339 ENFORCEMENT:

- 340 • The U.S. Department of Labor is unauthorized to investigate and resolve complaints of  
341 violations.  
342 • An eligible employee may bring a civil action against an employer for violations.  
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344 FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any  
345 State or local law or collective bargaining agreement which provides greater family or medical  
346 leave rights.  
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348 FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division,  
349 listed in most telephone directories under U.S. Government, Department of Labor.