

**Article 5**  
**LEAVE PROVISIONS**

- 5.0 The leave benefits provided by the District for unit members shall be as follows:
- 5.1 **SICK LEAVE:**
- 5.1.1 Unit members regularly employed full-time, five (5) days a week, shall be entitled to leave of absence with full pay for illness, injury, doctor and dental appointments in accordance with the following schedule:
- 5.1.1.1 Full-time unit members working ten (10) months per year shall receive ten (10) days sick leave of absence.
- 5.1.1.2 Full-time unit members who receive extended work year contracts shall receive additional sick leave on the basis of one (1) additional day for each eighteen (18) days of service which shall be prorated.
- 5.1.1.3 A unit member who is employed not less than five (5) days per week for summer school classes shall accrue sick leave at the rate of four (4) hours for each sixty (60) hours of summer school classes. Sick leave entitlement for summer school shall be credited to the unit member at the beginning of the summer session in which the service is to be rendered. Unit members who work less than the full term of the summer session shall receive a prorated portion of sick leave based on sixty (60) hours. No previously accumulated sick leave can be used for absences during summer school. Earned summer-school sick leave credit shall be added to the accumulated sick leave.
- 5.1.1.4 In accounting for usage of sick leave by those teachers who have an "extra teaching period" pursuant to Article 4, Section 4.6, the maximum deduction for any full day of sick leave usage shall be six (6) hours.
- 5.1.2 A unit member may use his/her accumulated sick leave at any time during the school year, excluding absences during summer school. Sick leave used shall be deducted on an hourly basis.
- 5.1.3 The sick leave entitlement for the year shall be credited to the unit member at the beginning of the year. If the unit member does not use all sick leave days to which entitled in any school year, any unused days shall be accumulated from year to year.
- 5.1.4 To be eligible for sick leave with pay, the unit member shall be in a paid status and scheduled to work on the day(s) absent. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day.
- 5.1.5 The District shall provide each unit member with a written statement of his/her accrued sick leave total and of his/her leave entitlement for the school year. Such statements shall be provided no later than November 1 of each school year. Unit members will be provided with updated statements of accrued sick leave within five (5) days of such request.
- 5.1.6 Upon exhaustion of all accumulated full-pay sick leave credit, a unit member who continues to be absent, under the provisions of this Article, shall receive for up to one hundred (100) additional days, the difference between his/her daily rate of pay based upon his/her annual salary and the amount that would have been paid a substitute on the first step of the substitute salary schedule.
- 5.1.7 The amount to be received by the absent unit member will be determined as follows:
- 5.1.7.1 The absent unit member will receive full pay for all days of accumulated sick leave.

- 5.1.7.2 When a unit member is absent and eligible for industrial accident or illness leave, the absence for purposes of accumulated sick leave, shall be deemed to commence on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much of the accumulated sick leave which, when added to temporary disability indemnity, will result in a payment to the unit member of not more than the full salary. After all accumulated sick leave has been used, the absent unit member will receive differential pay up to one hundred (100) days.
- 5.1.7.3 When a unit member is absent from assigned duties on account of illness and all sick leave benefits have been expended, or when a unit member is absent from duty for a cause other than illness, no further salary will be paid by the District, and employee insurance coverage paid by the District will cease at the end of the month for which payment has been made. The unit member shall then have the following options available for consideration, the election of which the unit member must advise the District no later than the day following the expiration of accumulated sick leave and the 100 days extended sick leave.
  - 5.1.7.3.1 Request a leave of absence, which may or may not be approved by the District. If granted for job-related illness or injury, the District may provide the District-paid insurance allowed regular unit members.
  - 5.1.7.3.2 Apply for retirement or disability allowance. If disability allowance is granted and an unpaid leave is requested, it will be granted in one (1) year increments.
  - 5.1.7.3.3 Resign from employment in the school district.
  - 5.1.7.3.4 Be subject to dismissal proceedings in accordance with the Education Code if the unit member fails to exercise one of the above options.
- 5.1.8 An attending physician's or attending licensed practitioner's verification of illness may be required by the District for any request for sick leave. Periodic medical reports may also be required during the extended absence of a unit member. The District shall not require verification of illness from unit members in an arbitrary or discriminatory manner. Unit members returning to work from illness involving surgery, serious illness, differential leave, or extended absence, shall be required to present a doctor's release verifying a physical condition suitable for return to work, including any restrictions. For purpose of this section, 'extended absence' is defined as an absence of more than five (5) work days. A unit member who fails to provide the required medical verification of illness, medical disability, or injury as stated, shall be placed in an unpaid status until such verification is received by the District.
- 5.1.9 Medical examinations required by the District shall be in accordance with the Medical Examinations section of this Agreement.
- 5.1.10 If a unit member resigns, retires, or is terminated, and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.
- 5.1.11 Members of the unit must notify the District Personnel Services Office of absence as the necessity to be absent becomes known to the unit member; but in the instances of full-day absence, no later than 6 a.m. on the day of the absence so that substitute arrangements can be made.

- 5.1.12 A unit member desiring to return from an extended absence shall notify the District Personnel Services Office no later than 6 a.m. on the date of return from the absence in order to avoid conflicts with substitute arrangements.
- 5.1.13 Failure to comply with the request procedures for paid sick leave and return provisions may, at the discretion of the District, result in the unit member being denied payment for the day(s) of absence.

## 5.2.0 MATERNITY LEAVE

- 5.2.1 Each female employee shall be entitled to a leave of absence for the period of time she is required to be absent by reason of physical incapacity due to pregnancy or childbirth or conditions related thereto. The employee shall be entitled to use accumulated sick leave on the same basis provided for any other illness or injury.
  - 5.2.1.1 The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and her doctor. A statement from the unit member's doctor as to the beginning date of such leave shall be filed with the Personnel Services Office. This date shall be based upon the unit member's ability to render service in her current position.
  - 5.2.1.2 The date of the unit member's return to service shall be based upon her doctor's analysis and written statement of the unit member's physical ability to render service and absence of physical disability.
  - 5.2.1.3 Upon written request of the unit member for an extension of time, beyond District-paid benefits under the sick leave provisions, the Board of Trustees, upon recommendation of the Superintendent and in the best interests of the school district and unit member, may use discretion in granting an extension of time, without compensation, as deemed necessary. Unit member health and welfare benefits may be continued at the expense of the unit member on leave for so long as the unit member is on leave without compensation and conditioned upon a willingness of the carrier(s) to extend such coverage.

## 5.2.2 CHILD REARING/PATERNITY LEAVE

- 5.2.2.1 Up to one year's unpaid leave may be granted at the District's discretion to a unit member to care for such unit member's own (including adopted) child under six (6) years of age. Written application must be submitted to the Personnel Services Office at least thirty (30) days prior to the commencement of such leave. Requests for renewal of such leave will be considered.

## 5.3 PERSONAL NECESSITY LEAVE

Use District-wide form requesting personal necessity leave. The form to be utilized is attached hereto.

- 5.3.1 Unit members in the following cases shall be entitled to use ten (10) days of accumulated sick leave allotment during each school year for personal necessity. When taking such leave, the unit member shall notify the District Personnel Services Office not later than 6 a.m. of the workday in which the absence is requested unless the emergency makes such advance notification impossible. Up to five (5) Personal necessity days may be taken for confidential reasons, provided the reasons for the leave fall within the instances for which personal necessity leave is authorized as described below (5.3.1.1 – 5.3.1.6). Personal necessity leave may be taken in the following instances:
  - 5.3.1.1 Death of member of his/her immediate family. Immediate family of the unit member is defined as mother, father, aunt, uncle, grandmother, grandfather or a grandchild of the unit member or of the spouse or domestic partner of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-

law of the unit member or their domestic partner, or other adult who has had the primary responsibility for the raising or care of the unit member, or any relative living in the immediate household of the unit member. At the discretion of the District, the immediate family definition may be waived.

- 5.3.1.2 Accident, or imminent danger involving his/her person or property, or the person or property of a member of his/her immediate family as defined above, of such an emergency nature that the immediate presence of the unit member is required during his/her workday.
- 5.3.1.3 Illness of members of the unit member's immediate family, as defined above, when such illness makes it impossible or inadvisable for the unit member to carry out his/her duties.
- 5.3.1.4 Appearance in court as a litigant, or as a witness under an official order, or other absence required under official government order.
  - 5.3.1.4.1 When requested, the unit member shall furnish evidence of the court appearance or official government order to the site administrator who shall, in turn, attach it to the time sheet.
- 5.3.1.5 Adoption proceedings, limited to picking up child from adoption agency, and court appearance in conjunction with adoption.
- 5.3.1.6 Leave to be with member of immediate family prior to overseas assignment as member of the armed services of the United States.

5.3.2 Authorized use of personal necessity leave includes matters of compelling personal importance beyond mere convenience wherein the unit member conscientiously believes that his/her participation is necessary and requires his/her absence from duty, such as religious observances, legal counseling, and professional personal or family counseling. All personal necessity leave (including leave taken for confidential reasons) must be approved by the site administrator, or his/her designee, in advance of the absence. Such approval shall not be unreasonably withheld. Upon request of the unit member, the site administrator shall provide in writing the reason(s) for withholding such approval. The site administrator, or his/her designee, may make exceptions to the notification and approval requirement in cases of emergency.

5.3.3 Upon returning from personal necessity leave (including leave taken for confidential reasons), the unit member, upon request by site administration, shall provide written verification that the personal necessity leave was taken in compliance with this provision. Unit members shall be denied paid personal necessity leave benefits for absence for purposes other than those defined above and/or for failure to comply with the absence verification requirements.

#### 5.4 **BEREAVEMENT LEAVE**

5.4.1 Each unit member is entitled to three (3) days leave-of-absence, with pay, in the event of the death of any members of the unit member's immediate family. Such leave shall be extended to five (5) days when out-of-state travel or travel beyond three hundred (300) miles one way from the unit member's residence is required.

5.4.1.1 Immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the unit member or domestic partner of the unit member or any relative living in the immediate household of the unit member. At the discretion of the District, the immediate family definition may be waived.

- 5.4.2 In addition to the above bereavement leave, the unit member may request that not more than ten (10) days of accumulated sick leave during any school year be charged for personal necessity leave as provided in Paragraph 5.3.1 of this Article. In the event that the death is of a unit member's current spouse or child, unit member is entitled to ten (10) days leave-of-absence, with pay. The unit member may then take up to ten (10) days of accumulated personal necessity leave for bereavement purposes.
- 5.4.3 Unit members shall be required to contact the District Personnel Services Office no later than 6 a.m. of their regular workday to request bereavement leave, unless an emergency makes such advance notification impossible. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.
- 5.4.4 Upon return from bereavement leave, as provided above, the unit member shall submit to the site administrator for payroll purposes a written statement verified by signature that the leave was taken in compliance with provisions of leave benefits. The statement shall include relationship of the deceased and any information of eligibility for bereavement leave, if requested by the District.

## 5.5 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

- 5.5.1 Unit members shall be provided leave of absence for industrial accident or illness under the following rules and regulations.
  - 5.5.1.1 A unit member who has sustained a job-related injury or illness shall report the injury to the site administrator on the District accident form no later than the next scheduled workday following the accident or as soon as possible.
  - 5.5.1.2 The industrial accident or illness must have arisen out of or occurred within the course and scope of employment of the unit member and must be accepted as a bona fide injury or illness arising out of and in the course and scope of employment.
  - 5.5.1.3 Leave for such industrial accident or illness shall be for the number of days of temporary disability not to exceed sixty (60) working days during which the schools of the District are required to be in session, or when the unit member should otherwise have been performing work for the District in any one (1) fiscal year for the same accident. Industrial accident or illness leave may be extended at the discretion of the Board up to an additional sixty (60) working days where the industrial accident or illness is the result of a criminal act of violence against the unit member.
  - 5.5.1.4 Leave for industrial accident or illness shall not be accumulated from year to year.
  - 5.5.1.5 The industrial accident or illness leave under this Article shall commence on the first day of absence.
  - 5.5.1.6 When a unit member is absent from duties due to industrial accident or illness the member shall be paid such portion of the salary due for any month in which absence occurs as when added to temporary disability indemnity will result in a payment of not more than full salary. The phrase "full salary" as utilized in this subdivision, shall be computed so that it shall not be less than the unit member's "average weekly earnings."
  - 5.5.1.7 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
  - 5.5.1.8 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

- 5.5.1.9 During any paid leave of absence for industrial accident or illness the unit member shall endorse to the District the temporary disability indemnity checks received due to industrial accident or illness. The District, in turn, shall issue the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 5.5.1.10 The benefits provided by this Article shall be applicable to all unit members immediately upon employment in the District.
- 5.5.1.11 Any member receiving benefits as a result of this article, shall, during the period of injury or illness, remain within the state of California unless the governing board authorizes travel outside the state.
- 5.5.1.12 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much of the accumulated sick leave which, when added to temporary disability indemnity, will result in payment of not more than full salary.
- 5.5.1.13 A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the District-appointed physician and/or from the treating physician, as determined by the District, certifying the unit member's ability to return to position classification without restrictions and without detriment to physical and emotional well-being.
- 5.5.1.14 Upon complying with District medical-release requirements and receiving District authorization to return to work, a unit member on industrial accident or illness leave may be reinstated in a position, in the same assignment, without loss of status or benefits.
- 5.5.1.15 These provisions for industrial accident or illness leave shall apply only to unit members whose services are regularly scheduled.

## 5.6 JUDICIAL AND OFFICIAL APPEARANCE LEAVE

- 5.6.1 Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction.
- 5.6.2 For any other necessary court or governmental agency appearance, the unit member may utilize personal necessity leave. However, if any court or governmental agency appearance is required of a unit member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.
- 5.6.3 The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of the service date(s) upon receiving said notice from officers of the court. The District shall pay the unit member the difference, if any, between the regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowances. Unit members are required to return to work on any day in which jury duty services are not required. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

5.6.4 A unit member who receives jury duty notice that requires the unit member to appear for jury duty when the unit member would otherwise be providing instructional services, and who successfully postpones jury duty to non-teaching days (i.e. summer, winter or spring breaks), shall be compensated at the then current daily substitute contractual rate for each day of jury duty served that the unit member would have been providing instructional services (if the postponement had not occurred), up to a maximum of twenty (20) days. This section does not apply to unit members whose absence does not required the duties of a substitute.

5.6.4.1 The procedure for such postponement and compensation is as follows:

- a. Attach a copy of the original jury duty notice, written statement concerning postponement, and a signed official court validation for each day of jury duty served.
- b. Attach a copy of the subsequent jury duty notice, postponing jury duty.
- c. Forward the above to the Assistant Superintendent, Personnel.
- d. Payment shall be made in the next regular payroll cycle.

## 5.7 SABBATICAL LEAVE

5.7.1 Sabbatical leaves may be granted at the discretion of the District. The District will develop policies and/or regulations to implement this sabbatical leave agreement. The District shall not be bound to past practices of the District, however, policies and regulations shall be in accordance with provisions of the Education Code and the following minimum provisions.

5.7.1.1 A permanent unit member who has served the district for seven (7) consecutive years is eligible to apply for sabbatical leave.

5.7.1.2 No more than two percent (2%) of the unit members of the unit can be granted a sabbatical leave during any one (1) year.

5.7.1.3 The salary of the unit member on sabbatical leave shall be seventy percent (70%) of the regular salary of the employee for the year of the sabbatical leave, based upon unit member's normal placement upon the approved regular certificated salary schedule for the year.

## 5.8 ASSOCIATION LEAVE

5.8.1 A total of forty (40) days Association leave per school year, without loss of compensation, shall be granted to the President, or designee, of the Association for local, state and national conferences, workshops, seminars or other business pertinent to the Association affairs. The Association shall reimburse the District for actual substitute costs associated with such leave. The District shall not incur any additional expenses associated with such leave.

5.8.2 Unit members seeking such leave shall file a request at the Personnel Services Office at least one (1) week prior to the date on which the unit member requests the leave to commence. The District may agree to waive the one-week notice upon a showing of good cause.

## 5.9 MISCELLANEOUS UNPAID LEAVE

5.9.1 **HEALTH LEAVE:** The District may grant a unit member an unpaid leave after use of accumulated sick leave, when the unit member is unable to perform required duties due to ill health, physical disability, or quarantine.

5.9.1.1 Verification of such illness, disability, or quarantine shall be by a licensed physician or licensed practitioner.

- 5.9.1.2 Unit members may be required by the District to submit to medical examination(s) by District-appointed physician(s) at District expense.
  - 5.9.1.3 When authorized, such leave shall remain in effect until at least the end of the semester following the date when first granted, and may be extended to the end of the second semester following the date when first granted, or longer, at the discretion of the District.
  - 5.9.1.4 A unit member seeking such leave shall file a request with the Personnel Services Office at least four (4) weeks prior to the date on which the unit member requests the leave to commence. The four (4) week notification period may be waived by the District. If eligible the initial twelve (12) weeks of this leave may be granted under the Family Medical Leave Act.
- 5.9.2 **FAMILY MEDICAL LEAVE:** Upon request and upon written medical notification of need, the District may provide a unit member an unpaid leave to care for a member of the unit member's family.
- 5.9.2.1 Medical notification of need shall be by a licensed physician or licensed practitioner.
  - 5.9.2.2 When authorized, such leave shall remain in effect until at least the end of the semester when first granted and may be extended to the end of the second semester following the date when first granted, or longer, at the discretion of the District.
  - 5.9.2.3 A unit member seeking such leave shall file a request at the Personnel Services Office at least four (4) weeks prior to the date on which the unit member requests the leave to commence. The four (4) week notification period may be waived by the District if, in its judgment, such waiver is warranted.
  - 5.9.2.4 The 12 month period used to track Family Medical Leave Act/California Family Rights Act entitlement will be based on the fiscal year, July 1 through June 30.
- 5.9.3 **STUDY LEAVE:** At its discretion, the District may grant a unit member, classified as a permanent employee, an unpaid leave of absence for study which will benefit the District, unit member, and students of the District.
- 5.9.3.1 Generally, a study leave shall be a minimum of one (1) semester and a maximum of two (2) semesters and will begin and end on semester dates. At the discretion of the District, unusual circumstances may be considered to waive this requirement.
  - 5.9.3.2 A unit member seeking such leave shall file a request with the Personnel Services Office at least ninety (90) days prior to the beginning of the District semester on which the unit member requests the leave to commence. At the discretion of the District, unusual circumstances may be considered to waive this requirement.
- 5.9.4 **LEGISLATIVE LEAVE**
- 5.9.4.1 Unit members who are classified as permanent employees of the District elected to the State Legislature shall be granted a legislative leave in accordance with provisions of Section 44801, Education Code.
  - 5.9.4.2 Six (6) months after expiration of term(s) of office, the employee shall be entitled to return to a position for which the employee has a valid credential. The employee shall retain all earned salary schedule status but shall receive no salary experience credit or fringe benefits while on leave.

- 5.9.5 **OTHER LEAVES AND ABSENCES:** A request for any leave of absence not covered by the terms of this Agreement may be considered by the District on an individual basis and at the discretion of the District.

## 5.10 GENERAL PROVISIONS

- 5.10.1 A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.
- 5.10.2 At the expiration of a leave of absence in accordance with the Education Code, the unit member shall, unless he/she otherwise agrees, be reinstated in the position held at the time of the granting of the leave of absence, providing the position would have otherwise remained. The unit member shall be notified prior to commencement of the leave if the District at the time is contemplating a change in the unit member's position and/or assignment. There is, however, no assurance that when a leave of absence necessitates a long-term replacement (a semester or longer), that the return assignment will be at the same site where a unit member was assigned when the leave was authorized.
- 5.10.3 A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.
- 5.10.4 Any unit member on a paid leave of absence will receive the District-paid employee insurance coverage provided by the District. Any unit member on an unpaid leave of absence shall be eligible to participate in any employee insurance program available generally to bargaining unit members. Participation shall be at the unit member's expense and is conditioned upon a willingness of the carrier to extend such coverage. The District agrees to use its best effort to secure the carrier's approval.
- 5.10.5 Part-time regular unit members shall be entitled to that portion of the leave of absence as the number of hours per day of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
- 5.10.6 A unit member who is absent from work other than for those days as authorized by state law or authorized leave provisions of this article is taking an unauthorized absence in violation of this Agreement. The District will deduct a salary amount equal to the ratio of days of unauthorized absence to the days of required annual service and such member shall be subject to disciplinary action.
- 5.10.7 Any unit member who is absent from work without leave, or who fails to return to work as scheduled after the expiration of authorized leave of absence, shall be subject to dismissal proceedings according to the provisions of the Education Code.
- 5.10.8 Members of the unit on unpaid leave of absence, for reasons other than industrial accident or illness, for more than forty-five (45) days or twenty-six percent (26%) or more of the required days of attendance, shall be ineligible for step (increment) advancement on the salary schedule.
- 5.10.9 The extension of paid and unpaid leaves shall be at the discretion of the District. Members of the unit who are denied extension of a paid or unpaid leave shall return to work at the expiration of the previously approved leave or shall resign from employment with the District.
- 5.10.10 Return to service from an unpaid leave of absence shall coincide with the beginning of a semester unless the District approves an earlier or later date, and a leave may be extended in order to make it so coincide. Unit members on leave for a semester or longer must notify the Personnel Services Office at least forty-five (45) calendar days preceding expiration of the leave of their intent to return the ensuing semester.

## 5.11 CATASTROPHIC LEAVE BANK

### 5.11.1 CREATION

- 5.11.1.1 The Association and the District agree to create the Antelope Valley Teachers Association (AVTA) Catastrophic Leave Bank, (hereinafter referred to as the Bank) effective September 1, 1992. The Bank shall be funded in accordance with the terms of Section 5.11.2 below.
- 5.11.1.2 Days in the Bank shall accumulate from year to year.
- 5.11.1.3 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.
- 5.11.1.4 The Bank shall be administered by a three (3) member committee appointed by the President of the Association.

### 5.11.2 ELIGIBILITY AND CONTRIBUTIONS

- 5.11.2.1 All Certificated employees on active duty with the District are eligible to contribute to the Bank.
- 5.11.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 5.11.2.3 Unit members who elect not to join the Bank upon first becoming eligible have a waiting period of thirty (30) duty days after joining the Bank before becoming eligible to withdraw from the bank.
- 5.11.2.4 The contribution, on the appropriate form, will be authorized by the Certificated employee and continued from year to year until canceled by the Certificated employee.
- 5.11.2.5 Cancellation occurs automatically whenever a Certificated employee fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be one (1) day of sick leave which shall be deemed to equate to the legal minimum effective at any time and the Certificated employee shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave, previously authorized for contribution to the Bank, shall not be returned if the Certificated employee effects cancellation.
- 5.11.2.6 Contributions shall **only** be made between July 1 and October 1 of each school year. Certificated employees returning from extended leave, which included the enrollment period, and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Bank to all new Certificated employees and those Certificated employees returning from leave.
- 5.11.2.7 The annual rate of contribution by each participating Certificated employee for each school year shall be equal to, and not exceed, one (1) day of sick leave for that employee.
- 5.11.2.8 On June 30<sup>th</sup> of each school year, if the number of days in the Bank exceeds 1,000, no contribution shall be permitted of the participating Certificated employees. In such a circumstance, if necessary, the District and the Association agree to meet and discuss whether Certificated employees will be permitted to make additional contributions to the Bank. New Certificated employees and those Certificated employees returning from leave must still make their yearly contribution until they

have contributed at least three (3) days to the Bank, even if the number of days in the Bank exceeds 1,000 on June 30<sup>th</sup>.

- 5.11.2.9 Certificated employees who are retiring or leaving the employ of the District may contribute up to five (5) days of their unused sick leave to the Bank.

### 5.11.3 WITHDRAWAL FROM THE BANK

- 5.11.3.1 The Bank participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the Certificated employee for over ten (10) consecutive duty days or incapacitates a member of the Certificated employee's family for over ten (10) consecutive duty days which requires the Certificated employee to take time off work to care for that family member. If a reoccurrence or second illness or injury incapacitates a Certificated employee, or member of the Certificated employee's family, within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days. (For example, a participant who used the Bank after exhaustion of sick leave for twenty-five (25) days to care for his wife who dies of cancer, and, after returning to work suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive duty days off work.)
- 5.11.3.2 Participants must use all sick leave (but, not differential leave) as defined in Article 5, available to them before becoming eligible for withdrawal from the Bank.
- 5.11.3.3 Participants who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the Bank. The District shall pay the participant full pay and the Bank shall be charged one day.
- 5.11.3.4 The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals, within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the participant's own sick leave, differential leave, or leave without pay.
- 5.11.3.5 If a participant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family.
- 5.11.3.6 Withdrawals from the Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed either one hundred eighty-two days (182) in a five (5) year period or more than one hundred (100) days in any one school year.
- 5.11.3.7 Participants applying to withdraw or extend their withdrawal from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the committee shall keep information regarding the nature of the illness confidential. A participant's withdrawal from the Bank may not exceed either one hundred eighty-two days (182) in a five (5) year period or more than one hundred (100) days in any one school year.
- 5.11.3.8 If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the committee may require a medical review by a physician of the committee's choice at the participant's expense. The committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The committee may deny an extension of withdrawal from the Bank

based upon the medical report. The participant may appeal any termination under the procedures outlined in Section 5.11.3.13 below.

- 5.11.3.9 Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own sick leave and provided further that the employee signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the Board, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Worker's Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.
- 5.11.3.10 When the committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or Retirement under STRS or, if applicable, Social Security, the committee may request that the draw applicant apply for Disability or Retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the applicant from further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.
- 5.11.3.11 If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the committee denies a request for withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 5.11.3.12 Withdrawals shall become effective immediately upon exhaustion of sick leave or the waiting periods provided for in Sections 5.11.2.3 and 5.11.3.4, whichever is greater. (For example, if a participant contributed when first eligible to contribute (Section 5.11.2.3) and had ten (10) days of accumulated sick leave when the illness began (Section 5.11.3.4), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.)
- 5.11.3.13 Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) duty days. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

#### 5.11.4 ADMINISTRATION OF THE BANK

- 5.11.4.1 The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.

- 5.11.4.2 The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of type of illness or disability.
- 5.11.4.3 Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) days of receipt of the application.
- 5.11.4.4 The committee shall keep all records confidential and shall not disclose the nature of the illness, except as necessary to process the request for withdrawal, and defend against any appeals of denial.
- 5.11.4.5 By November 1 of each school year, the District shall notify the committee of the following:
  - 5.11.4.5.1 The total number of accumulated days in the Bank on June 30th of the previous school year.
  - 5.11.4.5.2 The number of days contributed by the Certificated employees for the current year.
  - 5.11.4.5.3 The names of participating Certificated employees.
  - 5.11.4.5.4 The total number of days available in the Bank.
- 5.11.4.6 The District shall notify the committee quarterly of the following:
  - 5.11.4.6.1 The names of any additional Certificated employees who have joined, in accordance with Section 5.11.2.
  - 5.11.4.6.2 The names of any Certificated employees who have canceled participation, in accordance with Section 5.11.2.
  - 5.11.4.6.3 The total number of days in the Bank at the beginning of the previous quarter.
  - 5.11.4.6.4 The total number of days added to the Bank by new participants.
  - 5.11.4.6.5 The total number of days awarded during the previous quarter and to whom they were awarded.
  - 5.11.4.6.6 The total number of days remaining in the Bank on the last day of the quarter.
- 5.11.4.7 Any dispute between the committee and the District, as to the accounting of Catastrophic Leave Bank days, shall be resolved in accordance with the Grievance Procedure, as per Article 22. The Association and the District will meet in an attempt to resolve and/or clarify the issue(s) before proceeding to Arbitration as provided in Article 22.
- 5.11.4.8 If the Catastrophic Leave Bank is terminated, for any reason, the days remaining in the Bank shall be returned to the then current members of the Bank proportionately. In returning days to current members, remaining days will be returned only in one-half (1/2) day or more increments. Current Certificated employees shall not have more than the total number of days they have contributed to the Bank returned to them at termination of the Bank.

(See Appendix E, Catastrophic Leave Forms)

**CERTIFICATED PERSONAL NECESSITY LEAVE**

I, \_\_\_\_\_, am requesting the use of \_\_\_\_\_ personal necessity day(s) on \_\_\_\_\_. The reason for this request is consistent with the parameters of Article 5.3, Personal Necessity Leave, of the bargaining agreement. Please circle appropriate reason:

- 5.3.1.1 – Death of immediate family member
- 5.3.1.2 – Accident, imminent danger of person’s property
- 5.3.1.3 – Illness of immediate family member
- 5.3.1.4 – Court appearance as witness or litigant
- 5.3.1.5 – Adoption proceedings – court appearance
- 5.3.1.6 – Time with immediate family prior to overseas military assignment
- 5.3.2 – Matters of compelling personal importance beyond mere convenience

|                   |      |                         |      |
|-------------------|------|-------------------------|------|
| Teacher Signature | Date | Administrator Signature | Date |
|-------------------|------|-------------------------|------|

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You may use up to 5 days of personal necessity for confidential reasons. Although you are not obligated to disclose the reason for the confidential personal necessity leave, the leave must still be for one of the 7 reasons listed above.

I verify that my confidential use of personal necessity is within Article 5.3.1.1 to 5.3.1.6 or Article 5.3.2.

|                   |      |                         |      |
|-------------------|------|-------------------------|------|
| Teacher Signature | Date | Administrator Signature | Date |
|-------------------|------|-------------------------|------|