

ARTICLE 9

LEAVES

9.1 Sick Leave (E.C. 45191)

9.1.1 Every classified employee employed full-time (12) months (40 hours per week) shall be entitled to twelve (12) days (96 hours) leave of absence for illness or injury. A classified employee employed less than full-time shall be entitled to that proportion of twelve (12) days (96 hours) leave of absence for illness or injury as the number of hours he/she is employed bears to full-time employment.

Eleven (11) month employees shall receive eleven (11) days. An eleven (11) month employee working less than full-time shall be entitled to that proportion of eleven (11) days (88 hours) leave of absence for illness or injury as the number of hours he/she is employed bears to full-time employment. (Effective 3/26/15)

School day only employees and ten (10) month employees shall receive ten (10) days (equivalent number of hours depending on work schedule). Sick leave calculations will be computed in hours. (Effective 3/26/15)

9.1.2 A sick leave benefit may not be used as severance pay. Credit for a leave of absence need not be accrued prior to taking such leave and may be taken at any time during the year. Should an employee terminate service with the District prior to earning the used sick leave, a deduction will be made from the final check. However, a NEW employee of the DISTRICT shall not be eligible to take more than six (6) days of the proportionate amount to which he may be entitled until the 1st day of the calendar month after completion of six (6) months of service. Employees must notify his/her Supervisor and the District Office of any intended absence no later than one (1) hour prior to the employee's normal start time (Bus Driver must follow rules of the Transportation Department, see Section 17.10). Employees taking sick leave will furnish a doctor's certificate upon request, for three (3) or more days of absence. (Effective 3/26/15)

9.1.3 Sick Leave can be used by a classified employee for the diagnosis, care, or treatment of an existing health condition, and for preventative care for the employee or any member of his/her family as defined in Section 9.1.4. *Sick leave may also be used by an employee who is the victim of domestic violence, sexual assault, or stalking.* (Effective 3/26/15)

9.1.4 "Member of the immediate family" means: (Effective 3/26/15)

- *Child (biological, adoptive, foster, step, legal ward or to whom the employee stands in loco parentis), regardless of age or dependency status.*
- *Parent (biological, adoptive, foster, step, legal guardian, or person who stood in loco parentis when employee was a minor) of the employee or the employee's spouse/registered domestic partner.*
- *Spouse or registered domestic partner*
- *Grandparent of the employee or his/her spouse*
- *Grandchild of the employee or his/her spouse*
- *Sibling of the employee or his/her spouse*

9.2 Bereavement Leave (E.C. 45194) (Effective 3/26/15)

9.2.1 Classified employees shall be entitled to three (3) days of absences for the death of any member of the immediate family, with no deduction from the salary of the employee. In the event the employee must be out-of-state or travel more than 400 miles from Oroville, a period of five (5) days shall be granted. "Member of the immediate family" means:

- *Spouse/domestic partner*
- *Mother, Father, Grandfather, Grandmother, or Grandchild of the employee or spouse/domestic partner of the employee,*
- *Son, son-in-law, or daughter, daughter-in-law,*
- *Brother, brother-in-law, or sister, sister-in-law, or*
- *Any relatives living in the immediate household of the employee.*

9.2.2 Mother and Father as used in this section is defined as the biological, adoptive, foster, step, legal guardian or person who stood in loco parentis when the employee was a minor. Son, son-in-law, daughter, and daughter-in-law as used in this section is defined as biological, adoptive, foster, step, legal ward or person to whom the employee stands in loco parentis.

9.2.3 At the discretion of the Superintendent and where unusual circumstances exist, bereavement leave may be granted for a period longer than three (3) days, or because of death of a person in the foregoing definition. Written request shall be made to the Superintendent.

9.2.4 All Bereavement Leave under this section is separate and distinct from all other types of leave and from vacation. No deduction from any other accrued leave or from vacation will be taken when an employee uses bereavement leave.

9.3 Maternity Leave (E.C. 45193)

9.3.1 The employee shall notify the DISTRICT as soon as the fact of her pregnancy is established with reasonable certainty.

9.3.2 The employee may take a leave of absence with appropriate sick leave under personal illness as defined in E.C. 45191. The beginning and ending dates of the leave will be determined on the basis of the employee's physical condition as certified by her physician.

9.3.3 At the request of the employee, additional maternity leave may be granted for the school year or a portion thereof following childbirth. No compensation will be allowed for such leave.

9.3.4 When returning to service, the employee's salary shall be that which she would receive had she not been absent from service to the DISTRICT, provided that she has rendered service to the DISTRICT for five (5) school months of the year in which she took the leave.

9.4 Paternity Leave

One day's paternity leave shall be granted the prospective employee on "the day" or "the take home day". This shall be leave with pay.

9.5 Family Leave Act

9.5.1 Definitions:

- 9.5.1.1 "Child" means a biological, adopted or foster child, a step child, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child.
- 9.5.1.2 "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, mother-in-law or step mother-in-law, father –in-law or a step father-in-law or another person who stood in loco parentis to the employee when the employee was a child.
- 9.5.1.3 "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves either:
- Inpatient care in a hospital, hospice or residential health care facility, or
 - Continuing treatment or continuing supervision by a health care provider.

9.5.2 Eligibility:

- 9.5.2.1 Any eligible employee who has served the district more than one continuous year shall be eligible to take **unpaid** family care and medical leave under the provision of state and federal law.
- 9.5.2.2 The district may deny family care and medical leave to part-time employees who worked fewer than 1,250 hours during the previous year.
- 9.5.2.3 Family care leave may be used for the following reasons:
- Because of the birth of the employee's child, and in order to care for the child.
 - Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
 - In order to care for the employee's child, parent or spouse with a serious health condition.
 - Because of the employee's own serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

9.5.3 Terms of Leave:

- 9.5.3.1** Family care leave shall not exceed 12 workweeks during any 12-month period. This 12-month period shall coincide with the fiscal year.
- 9.5.3.2** Leave taken pursuant to the state Family Care and Medical Leave Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, an employee may be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time or other paid leave.
- 9.5.3.3** Leave taken for the birth or placement of a child must be initiated within one (1) year of the birth or placement of the child. Such leave shall not be taken intermittently or on a reduced leave schedule unless the district and the employee agree otherwise. If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a total of 12 weeks.
- 9.5.3.4** During the period of family care and medical leave, the district shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. Accrued sick leave shall be used when the purpose of the family care and medical leave is one for which sick leave can be taken pursuant to the collective bargaining agreement.

9.5.4 Request, Advance Notice and Certification

- 9.5.4.1** The employee shall give the district at least 30 days written advance notice of his/her need for family care and medical leave. If the employee learns of the need for this leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable.
- 9.5.4.2** An employee's request for family care and medical leave shall be supported by a certification from the health care provider of the person requiring care. This certification shall include all of the following:
- The date on which the serious health condition began.
 - The probable duration of the condition.
 - The appropriate medical facts within the knowledge of the health care provider regarding the condition.
 - If the employee is requesting leave because of his/her own serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable to perform the functions of his/her job.

- If the employee is requesting leave to care for a child, spouse or parent who has a serious health condition, the certification shall also include the health care provider's:
 - Estimate of the amount of time the health care provider believes the employee needs to care for the child, parent or spouse, and
 - Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent for spouse.
 - If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide re-certification as specified above.
 - If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced-leave schedule for planned medical treatment, the certification must state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

9.5.5 Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the employee or his/her child parent or spouse may be taken intermittently or on a reduced work schedule when medically necessary; in such a case, the employee may be required:

- To take the leave for period of a particular duration not to exceed the duration of the planned medical treatment, or
- To transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave.

9.5.6 Maintenance of Benefits

9.5.6.1 During the period of family care leave, the employee shall continue to be entitled to participate in the district's medical, dental and vision plan.

9.5.6.2 During the period of family care leave, the employee shall continue to be entitled to participate in life, disability and accident insurance plans and/or any other employee welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the employee shall continue to be entitled to participate in these plans and the district may, at its discretion, require the employee to pay the premium for periods not covered by accrued leave.

9.5.7 Maintenance of Status

The employee shall retain his/her employee status with the district during the leave period, and the leave shall not constitute a break in service for the purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement. For purposes of layoff, recall, promotion, job assignment and seniority related benefits such

as vacation, the employee returning from family care leave shall return with no less seniority than he/she had when the leave began.

9.5.8 Reinstatement

9.5.8.1 Upon granting an employee's request for family care leave, the district shall guarantee to reinstate the employee in the same or a comparable position when the leave ends.

9.5.8.2 An employee who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If the district reduces its work force during the leave period and the employee is laid off for legitimate reasons at the time, he/she is not entitled to reinstatement.

9.5.8.3 The district shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any employee because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in a inquiry related to family leave rights.

9.6 Personal Necessity Leave (E.C. 45207)

9.6.1 Any employee may, at his/her election, use seven (7) days of their paid sick leave allotment during each year in case of personal necessity. The employee is not required to meet the personal necessity guidelines for one (1) of these seven (7) days and this day shall not be charged from sick leave. This is referred to as an employee's personal necessity free day. (Effective 3/26/15)

9.6.2 "Personal Necessity", as used in this section, means any situation which is serious in nature and involves circumstances the employee cannot reasonably be expected to disregard, and requires the attention of the employee during the assigned hours of work, subject to the following conditions:

- Any days used, as personal necessity leave shall be deducted from the employee's sick leave balance (except the personal necessity free day).
- The total number of days allowed in any fiscal year shall not exceed seven (7) regular workdays. Personal necessity leave is not cumulative from year to year.
- The employee shall use only the amount of time necessary to alleviate the emergency.

9.6.3 Events justifying personal necessity leave for an employee are as follows:

9.6.3.1 Prior Permission Not Required

- Death of a member of the employee's immediate family when additional leave is required beyond that provided in the bereavement leave policy.

- An accident involving the employee's personal property, or the person or property of a member of the employee's immediate family.
- Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena.

9.6.3.2 Prior Permission Required (Effective 3/26/15)

- Other occasions the employee cannot reasonably be expected to disregard that require attention during working hours for the following or similar purposes.
 - Personal appointments for family member.
 - Funeral for family members and close friends.
 - Graduations/weddings/other prominent family occurrences.
 - Field trips, 4-H or similar activities: Employees with children in school may use a maximum of three (3) personal necessity days per year to attend field trips, 4-H, or similar activities with their child without loss of pay.
- Personal necessity leave shall not be used for the following or similar purposes: vacation, shopping, hunting/fishing trips.

Advance permission to take personal necessity leave shall be obtained from the employee's supervisor at least twenty-four (24) hours before the absence. The reason for the need of the absence is to be stated in the request. However, specific information of a personal nature or embarrassing nature is not required. The supervisor may require such proof as deemed necessary of the need for the use of personal necessity leave.

9.7 Jury Duty (E.C. 44036)

- 9.7.1** Classified employees shall be granted leave for the purpose of serving on jury duty.
- 9.7.2** Upon receiving notice to serve on jury duty, the employee shall report this information to their immediate supervisor. The Supervisor shall notify the Principal or Superintendent, whichever is applicable.
- 9.7.3** Employees serving on jury duty shall be paid the difference between the employee's regular earnings and any amount received as juror's fees. Mileage and meal allowances will be paid directly to the employee.

9.8 Military Leave

A classified employee granted military leave of absence shall retain all the rights and privileges earned and as granted by law.

9.9 Workers' Compensation (E.C. 45192)

- 9.9.1** Under State law, all employees are covered by Workers' Compensation Insurance for any injury or illness arising out of and in the course of their employment. It is the responsibility of the employee to report any injury to their supervisor immediately and to have the necessary forms completed.
- 9.9.2** An employee who is entitled to temporary disability benefits due to injuries sustained while working, will be paid at his full salary rate by the DISTRICT for the first sixty (60) days of his disability. The employee must return to the DISTRICT the full amount of their compensation checks. After the first sixty (60) working days, if the employee chooses to remain on the payroll, the DISTRICT will continue to pay the difference from his/her accumulated sick leave, unpaid time off, and earned vacation until all such time is exhausted.
- 9.9.3** New employees will become eligible for the benefits provided in this section upon completion of one (1) year of employment.
- 9.9.4** An employee retains priority to return to their same or similar job for thirty-nine (39) months after being released from work following an on-the-job injury.
- 9.9.5** The DISTRICT requires that employees receiving Workers' Compensation shall remain within the State of California while receiving benefits unless the Governing Board authorizes travel outside the state. None of the above shall be in conflict with E.C. 54192.

9.10 Unemployment Insurance

All classified employees are covered by Unemployment Insurance as indicated in E.C. 45208.

9.11 General Leaves of Absence (E.C. 45190)

- 9.11.1** General leaves of absence may be granted not to exceed twelve (12) months to persons employed on a full-time basis for at least three (3) years.
- 9.11.2** Reinstatement will depend on the availability of the position with preference given to the employee returning from the leave. Pay during the leave shall not exceed vacation time earned prior to the leave.

9.12 Catastrophic Leave Program/Donation of Sick or Vacation Leave (E.C. 44043.5)

9.12.1 Catastrophic Leave Contribution Guidelines

Consistent with Section 44043.5 of the California Education Code employees who wish to contribute sick leave days or vacation days for a fellow employee shall be subject to the following provisions:

- 9.12.1.1** On forms prepared and approved by CSEA Chapter #342, any district employee may donate up to five (5) or the equivalent in hours, days of sick leave or unused vacation time to a catastrophic leave bank for an employee who has suffered a catastrophic circumstance, and who has exhausted all other paid leaves. Donated sick leave day(s) or vacation day(s) will be allocated from the donor(s) on as equal a basis as is practicable. No employee shall donate more than five (5) days in one calendar year. Donations shall be no less than one (1) day.
- 9.12.1.2** Donations are from either sick leave day(s) or vacation day(s) accounts for any one donation.
- 9.12.1.3** Catastrophic circumstance shall be defined as a violent act of nature or man. Including long term disability or illness.
- 9.12.1.4** Any employee may donate to the bank providing that a minimum of 15 days/120 hours of sick leave for full-time, 12 month employees, and prorated number of hours for part-time employees is retained in his/her personal sick leave account.
- 9.12.1.5** Employee(s) shall be notified in writing of the transfer of sick leave or vacation day(s) to the catastrophic leave bank. Day(s) donated and used for the leave bank may NOT be recovered.
- 9.12.1.6** Contributions shall be made on a voluntary basis. Donated day(s) shall be converted to hours for the purpose of bookkeeping. Hours will be used in the order received, and any unused portion will remain in the Catastrophic Leave Bank. Contributions can be made at any time.
- 9.12.1.7** The District personnel department will keep track of the Catastrophic Leave Bank. On June 30th, or as requested, a report of bank hours will be given to CSEA.
- 9.12.1.8** CSEA Chapter #342 agrees that it will not file on its own behalf, or on behalf of any employee, any grievance, claim or lawsuit of any kind related to an attempt by an employee to retrieve donated catastrophic leave used by another employee pursuant to this provision.
- 9.12.1.9** CSEA Chapter #342 also agrees that it will not file on its own behalf or on behalf of any employee, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.
- 9.12.1.10** CSEA Chapter #342 agrees to indemnify and hold harmless the District from any loss of damages arising from the implementation of this provision. In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to CSEA Chapter #342.

9.12.2 Catastrophic Leave Request Guidelines

Consistent with Section 44043.5 of the California Education Code employees who have exhausted all fully paid leave may use donated sick leave day(s) or vacation leave under the following provisions:

- 9.12.2.1** An employee has suffered a catastrophic circumstance, which is defined as violent acts of nature or man, or long term disability or illness requiring extended time off of work creating a financial hardship. Such leave will NOT subsidize workers' compensation or disability.
- 9.12.2.2** For the purpose of this donated sick leave or vacation leave provision, a member of the employee's family will be limited to a spouse, child (children), mother, father, or an individual over which the employee has legal guardianship.
- 9.12.2.3** To request catastrophic leave, the employee will submit a request in writing, provided by and approved by CSEA Chapter #342, to the Association president stating the facts which require a need for a transfer from the leave bank. The Association president will present the form and any related documentation to the Catastrophic Leave Committee. The Catastrophic Leave Committee will consist of the CSEA President, an executive board member chosen by the CSEA President and the Superintendent or his/her designee for approval. Decisions will be determined by a consensus. The Association president will notify the employee of the decision.
- 9.12.3.4** If the request is approved, the Association will be responsible to submit the required forms to the District authorizing the transfer of a specified number of hours from the Catastrophic Leave Bank to the requesting employee's sick leave or vacation leave account.
- 9.12.3.5** The Catastrophic Leave Bank will be reduced on an hour for hour basis, as needed for each hour of catastrophic leave awarded to the requesting employee.
- 9.12.3.6** In the event an employee exhausts his/her authorized number of hours from the leave bank, the employee may request additional leave pursuant to this section.
- 9.12.3.7** CSEA Chapter #342 agrees that it will not file on its own behalf, or on behalf of any employee, any grievance, claim or lawsuit of any kind related to an attempt by an employee to retrieve donated catastrophic leave used by another employee pursuant to this provision.
- 9.12.3.8** CSEA Chapter #342 agrees that it will not file on its own behalf or on behalf of any employee, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.
- 9.12.3.9** CSEA Chapter #342 agrees to indemnify and hold harmless the District from any loss of damages arising from the implementation of this provision. In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to CSEA Chapter #342.