

ARTICLE X: LEAVES OF ABSENCE

A. Sick Leave

1. Unit members are allowed full pay for their accumulated sick leave (ten days per year) accumulative without limit for personal injury or illness or caring for an injured or ill family member.
2. After all earned leave as set forth above is exhausted, additional non-accumulated leave shall be available for a period, not to exceed five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the amount one-half the unit member's salary. The five-month period shall begin on the eleventh (11) workday of absence due to illness or injury. When a certificated employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided pursuant to Section 44977, and the employee is not medically able to resume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24 or 39-month period, the certificated employee shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period.
3. Unit members who have transferred to the Whittier City School District from another California school district shall have transferred with them the total amount of sick leave to which they are entitled under the California Education Code.
4. Hourly unit members are entitled to sick leave earned at the same ratio as the number of hours worked per week is to thirty-seven and one-half (37 1/2).

5. Sick leave under "1" above will be accumulated if not used. At the beginning of each school year, the unit member will be credited with accumulated leave plus leave for that school year. If a unit member terminates employment, the amount of sick leave used but not earned will be deducted from the final salary warrant.
6. A unit member absent for illness or injury may be requested to verify the absence by a doctor's verification for an absence of more than five (5) days.
7. Sick leave under "1" of this Article will accumulate while a unit member is on a fully paid leave.
8. Absences shall be reported to the principal as far in advance as possible. Emergency absences may be entered in the online absence management system at any time, but must be reported by 7:00 a.m. When unit members are ready to return to duty, they shall inform the principal of their school the preceding day, by 3:00 p.m. if possible, or, in any event, not later than 7:00 a.m. of the day they are returning.

B. Personal Necessity Leave

As provided by law, a maximum of seven days of leave which is credited under A.1 of this Article may be used, at the unit member's election, for purposes of personal necessity during one school year. Under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, or for matters which can be taken care of outside the work hours, or for recreational activities. For purposes of this provision, personal necessity shall be limited to:

1. Death or serious illness of a member of the unit member's immediate family as defined under Bereavement Leave sections; (see Article X Section D)
2. An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family;
3. Or, other personal necessities which: (1) are serious in nature; (2) involve circumstances the unit member cannot reasonably be expected to

disregard; (3) require the attention of the unit member during the assigned hours of service;

4. Seven of the Personal Necessity Leave days shall be granted to a unit member upon the birth of their child; seven of the personal necessity leave days shall be granted to a unit member for the adoption of a child;
5. Four days of personal necessity leave may be used by the unit member at the unit member's discretion for reasons not necessarily listed in Items 1, 2, 3, and 4 in Section B of Article X. These four days may not be used to extend the winter, spring, or summer vacation periods. Not more than two consecutive workdays may be used at any one time. The unit member shall not be required to explain the need for the day off. The unit member shall provide at least one-day notice, if possible. No more than eight percent (8%) of the unit members may utilize this leave on any one day.

Before the utilization of personal leave a unit member shall obtain advance permission from the appropriate management person, except for cases outlined in Items 1, 2, 3, and 4 in Section B of Article X. Should the circumstances outlined in Items 1, 2, 3, and 4 arise, the unit member shall make every effort to comply with District procedures to report their absence in accordance with Section A.8 and enable the District to secure a substitute. Under all circumstances the unit member shall complete the appropriate District form verifying the absence. This form shall be used in every school.

C. Industrial Accident and Illness Leave

In addition to the provisions of Education Code Section 44984 or its successor, a unit member shall be provided leave-of-absence for industrial accident or illness under the following rules and regulations:

1. The accident or illness must have arisen out of and in the course of the employment of the unit member and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.

2. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, but not to exceed sixty (60) working days, and shall not be charged against their sick leave.
3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of absence.
5. When a unit member is absent from duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. 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 him/her for the same illness or injury.
8. During any paid leave of absence the District shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
9. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity will result in payment to him/her of not more than his/her full salary.

D. Bereavement Leave

1. A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his/her immediate family.
2. For purposes of this provision, an immediate family member shall be limited to mother, mother-in-law, father, father-in-law, uncle, aunt, stepfather, stepmother, grandmother, grandfather, grandchild of unit member or of the spouse of the unit member, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepbrother, stepsister, ex-in-law, or any relative living in the immediate household of the unit member.

E. Leave for Pregnancy Disability

1. Unit members are entitled to use sick leave as set forth in Section A for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefore on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. However, the District may verify the extent of disability through contact with the unit member's physician.
2. Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician. However, the District may verify the extent of disability through contact with the unit member's physician.

3. Any unit member on leave under this section who suffers a miscarriage or death of a child subsequent to childbirth shall, upon request, be returned to her regular assignment within five (5) work days of her written request.

F. Leave Without Pay for Child-Bearing Preparation and Child Rearing

1. Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and for child rearing.
2. The unit member shall request such leave as soon as practicable, but under no circumstance less than thirty (30) working days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
3. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.

G. Jury Duty Leave

1. Except for the reasons set out below, a unit member shall be granted a maximum of (10) days leave of absence with pay when called to serve jury duty.
2. Upon receipt of the official jury summons, the unit member shall submit to the District on the next working day a copy of the document as official notification.
3. The unit member, after serving jury duty, shall remit to the District her/his jury duty stipend/payment less travel expenses (mileage).
4. It is the responsibility of the unit member to report to work whenever she/he is not required to report for jury duty service. Unit members who are released from jury duty with sufficient time, shall return to their work sites and report to their supervisor(s) to be assigned duties for the remainder of the day.
5. Jury duty leave will not be granted with pay more than once in each school year and not more than one unit member from the same site will be

granted leave with pay at the same time. The District reserves the right to request a unit member to seek an exemption from jury duty service when the unit member's absence will create a hardship on the District because an appropriate substitute cannot be employed.

6. The District shall assist a unit member with any request made to the court regarding jury duty obligations.
7. Unit members are encouraged to postpone jury duty until summer break. In order to qualify for a stipend of \$500, the unit member must submit proof of postponement documentation and jury service to Human Resources. It is understood that this member would not be performing summer school duty during this jury duty time.

H. Leave For Judicial and Official Appearances

1. A unit member shall be granted a maximum of ten (10) days leave of absence, with pay, when subpoenaed to appear as a witness in court or to respond to an official order from another governmental jurisdiction.
2. Upon receipt of the subpoena, the unit member shall submit to the District on the next working day a copy of the subpoena, as official notification.
3. The unit member, after his or her appearance, shall remit to the District his/her witness fees, less travel expenses (mileage).
4. It is the responsibility of the unit member to report to work whenever she/he is not required to appear as a witness. Unit members who are released by the court, governmental agency or a litigant with sufficient time, shall return to their work sites and report to their supervisor(s) to be assigned duties for the remainder of the day.
5. If the unit member is asked by the District to appear as a witness in any official proceeding, through subpoena or otherwise, the unit member shall not suffer any loss of compensation or benefits.

I. Other Leaves Without Pay

A unit member may be granted personal leave without compensation for a period of one school year. The application for and granting of such leave of absence shall be in writing, but the unit member need not specify the reason for the leave.

All leaves without pay are subject to board approval. The unit member will acknowledge that leaves of absence without pay will affect their status in regard to the State Teachers Retirement System contribution for the year.

J. Reinstatement After Leave of Absence

Any unit member on paid leave of one year or less will return to the same position he/she had prior to taking leave. Any unit member on an unpaid leave for more than one (1) year shall not be entitled to return to the same position. However, reasonable effort will be made to return teachers to the same position.

1. Any unit member transferred to fill another unit member's position while on leave shall be considered a temporary transfer, except as stated in Article X, Section I above.

K. Family Care and Medical Leave

1. It is the intent of this section to be consistent with the California Family Rights Act (CFRA: Government Code section 12945.2) and the Family and Medical Leave Act of 1993 (FMLA). Employees who have been employed for at least one year with the District and who have worked at least twelve hundred fifty (1,250) hours in the previous school year (July 1 through June 30) immediately preceding the leave shall be granted, upon written request, up to twelve (12) weeks of unpaid leave during a twelve (12) month period commencing on the first date family care or medical leave is taken, for a qualifying reason, including:

1. The Employee's serious health condition as defined by law (FMLA/CFRA).
2. To care for specific family members with serious health conditions:
 - a. Parent (FMLA/CFRA); "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
 - b. Spouse (FMLA/CFRA);
 - c. Registered domestic partner (CFRA);

- d. Minor child or adult child with a disability and incapable of self care (FMLA/CFRA);
 - e. Child regardless of age, disability, or dependency status (CFRA); "Child" means a biological, adopted or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
 - f. Grandparent (CFRA);
 - g. Grandchild (CFRA);
 - h. Sibling (CFRA); "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.
3. The birth of a child of the employee, or placement a child with the employee in connection with adoption or foster care (FMLA/CFRA);
 4. To care for a parent, spouse, child regardless of age, or next of kin as defined with a serious injury or illness incurred in active duty military service for up to twenty-six (26) workweeks in a twelve (12) month period. (FMLA) The twelve (12) month period shall commence on the first date leave is taken.
 5. A qualifying exigency arising from a parent, spouse, registered domestic partner (CFRA), or child's (regardless of age) covered active duty military service (FMLA/CFRA).

A detailed statement from a healthcare provider (as defined by law) shall accompany a request for leave for the serious health condition of the employee or for the serious health conditions of family members (as defined above).

When such a leave is foreseeable, an employee shall give the District at least thirty (30) days advance written notice. When the leave is not foreseeable, an employee shall give written notice to the District as soon as the employee is aware of the need for leave.

The twelve (12) workweeks of family care and medical leave to which an employee is entitled under State law shall run concurrently with the 12 weeks of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, childbirth, or related medical conditions.

L. Parental Leave

1. Pursuant to California Education Code 44977.5, employees are entitled to paid parental leave as set forth in this section. For purposes of this section, “parental leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
 - a. An employee shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) weeks.
 - b. When an employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, the employee shall be entitled to one-half of the unit member’s salary for any of the remaining twelve (12) weeks. The employee shall receive no less than 50% of his or her regular salary.
 - c. During the leave, the unit member is entitled to have their benefits maintained, but they must continue to pay their monthly copayment (as per Article XV Section 1.4) during the leave.
 - d. The leave need not be taken in one continuous period, but parental leave must be taken in increments of at least two (2) weeks duration; however, the unit member may take parental leave in increments of less than two (2) weeks on up to two occasions.
 - e. Parental leave taken must be used within twelve (12) months of the birth or placement of the child.
 - f. Parental leave under this section runs concurrently with parental (child bonding) leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The

aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.

- g. Unless there are extenuating circumstances, the employee must give the District at least thirty (30) days' advance written notice of his or her intention to use parental leave and the anticipated dates of leave.

M. Military Leave

The provisions of Education Section 44800 (military leave) are incorporated into this Agreement. The certificated employee shall give the District at least thirty (30) days' notice, if possible, of his/her intent to return from such military leave.

Alex Vogel, Negotiations Chair

Date

Dr. Raquel Gasporra, Asst. Supt., Business Services

Date