

## **ARTICLE 6: LEAVES**

### **6.100 Personal Illness and Injury Leave**

- 6.110 Unit members shall be entitled to be absent with pay from duty due to personal injury, illness or disability related to pregnancy.
- 6.120 Regular unit members shall be granted one day of paid leave for each month of service or major portion thereof according to their assigned work calendar. Unit members who work part-time shall receive prorated sick leave. Pay for any day of such absence shall be the same as the pay which the unit member would have received had the unit member served during the day of illness.
- 6.121 These days shall be granted and effective on the first work day of each school year, and may be used at any time during the specified work year period, and shall accumulate without limitation.
- 6.122 A unit member may take up to six (6) days or one-half (1/2) of the amount to which he/she is entitled during the first six months of service.

### **6.130 Notification/Verification**

- 6.131 Unit members shall notify their supervisor or designee as far in advance as possible, when they are to be absent for illness/injury. If the absence is to be longer than one (1) day, subsequent notification for each day's absence can be stated at the time of the initial notification. On absences longer than one (1) day, the unit member shall notify his/her supervisor or designee the day before returning so that the substitute, if employed may be released. Upon return from an absence, the unit member shall complete a statement verifying the absence was due to illness/injury. In case of an extended illness/injury, the unit member shall complete an absence affidavit once per month on or before a date established by the District.
- 6.132 The District may require verification of the unit member's illness/injury after an absence of five (5) or more work days through verification by a physician or licensed health advisor chosen by the unit member.

### **6.140 Extended Illness or Injury/Disability**

When the unit member is absent from duty due to illness or injury for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due the unit member for that month in which the absence occurs shall be fifty percent (50%) of the unit member's regular salary.

- 6.141 The above entitlement shall be available only after the accrued sick leave has been exhausted.
- 6.142 The five (5) month period shall commence beginning the thirty-first (31<sup>st</sup>) workday of illness or injury and if the absence extends into the first day of the new fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) this benefit shall be renewed. In the event a unit member exhausts accrued sick leave prior to the thirty-first (31<sup>st</sup>) work day, the five month period shall commence on the first work day following the exhaustion of the accrued sick leave.
- 6.143 Any unit member may utilize the above listed leave for purpose of a disability related to pregnancy, miscarriage, childbirth and the recovery there from. The length of such leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician; provided that such verification assures the District that such leave is for disability and is not just for purposes of child care or any purposes other than pregnancy related disability. Such

pregnancy disability leave, with pay, shall be granted and administered in the same manner as any other temporary disability for illness or injury.

6.144 During long term leaves of absence which result in the exhaustion of all compensation, the District may fill those positions deemed to be necessary for its efficient operation. Employees returning to work after a long term medical leave shall be employed according to all applicable sections of the Education Code. In matters of long term personal leave, the District will make every effort to reinstate the employee in a like position provided current staffing patterns permit.

6.145 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 be placed on the reemployment list for a period of thirty-nine (39) months.

6.146 Unit members, who have completed 5 years of service in the District, shall receive District provided health, dental and life insurance benefits for a period not to exceed 6 months, provided the unit member is medically unable to return to work and the District may require verification of medical disability by a District physician at District expense. The 6 month benefit period cannot be extended or renewed, and shall not extend the placement on the 39 month re-employment list.

#### 6.200 **Bereavement**

6.210 Unit members shall be entitled to paid leave for purposes of bereavement due to the death of any member of the immediate family.

6.220 Unit members are allowed up to three (3) days of paid leave, in addition to any other leaves; and five (5) days, if travel over 350 miles is required.

6.230 Immediate family means: mother, father, grandchild, grandmother, or grandfather of the unit member or the spouse of the unit member; the spouse of the unit member, the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepchild, stepparent, or sister of the unit member; sister-in-law or any relative living in the immediate household of the unit member. Upon request, an uncle or aunt may be added to the definition of immediate family for purposes of bereavement leave by the Superintendent or designee when an "in loco parentis" relationship between the unit member or unit member's spouse and the relative had existed. The Superintendent or designee may request additional information from the requestor in order to process such request.

6.240 The unit member shall notify the supervisor as soon as possible when bereavement leave is necessary and shall advise the supervisor of the estimated return to work date. The unit member shall provide reasonable verification of the need for bereavement leave upon request.

#### 6.300 **Child Care Leave**

6.310 Unit members of either gender may be eligible for leave for the purpose of preparing for or the caring for a newly born or newly adopted child/children pursuant to this Section. Additional leave may be available pursuant to Section 6.1000. If leave is taken under section 6.1200, such leave shall run concurrently.

6.320 Up to three (3) months of leave, without pay, shall be granted upon request, to unit members of either gender to prepare and care for a newly-born or newly-adopted child; provided that such leave request is made at least fifteen (15) work days prior to the requested beginning date, and provided further that such commencement date coincides

with the best interests of the District. The unit member shall return to the same classification or voluntarily request a lower classification in the same class series.

6.330 Unit members taking leave under Section 6.300 also may be eligible for medical leave pursuant to Section 6.146. If leave is taken under Section 6.146, which also qualifies as medical leave under Section 6.300, such leave shall run concurrently.

**6.400 Personal Necessity Leave**

6.410 Unit members may use illness or injury leave at their election for cases of personal necessity.

6.420 Unit members may use up to seven (7) days of accumulated illness/injury leave each year for personal necessity for matters which cannot reasonably be taken care of during non-duty hours. Two (2) of the seven (7) days may be used for any matters of compelling personal importance.

6.430 Unit members shall not be required to secure advance permission for leave taken for any of the following: death or serious illness of a member of the immediate family; accident involving the unit member's person or property, or the person or property of the unit member's immediate family (as defined in Section 6.230); appearance in court as a litigant, or as a witness not under an official order.

6.431 A unit member must secure advance permission for all items not covered above, and shall notify the immediate supervisor two (2) days before taking this leave, unless an emergency exists which prohibits the unit member from providing such advance notice.

6.432 Unit members shall complete the District's absence affidavit which shall verify that the unit member's use of leave was for personal necessity as defined in Section 6.420 or for the compelling personal importance, and that such leave has not been used for recreational purposes, extension of holidays or vacation, or for matters of purely personal convenience.

**6.500 Court Summons Leave**

6.510 Unit members shall be granted a leave with pay, if called, in a manner prescribed by law, to serve as a witness in Court other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought through the connivance or misconduct of the unit member.

6.520 The unit member shall notify his/her supervisor as soon as possible after being officially summoned and shall also notify his/her supervisor on the day of completion of the court summons leave. The unit member shall receive the regular salary and shall sign over to the District any fees received, except for travel, meals, or parking allowance.

**6.600 Jury Leave**

6.610 Unit members shall be granted a leave of absence to serve as a juror, if called in a manner prescribed by law.

6.620 The unit member shall notify his/her supervisor as soon as possible after receiving the official notice of jury service and shall also notify the supervisor on the day of completion of jury duty.

6.630 The unit member shall receive regular salary and shall sign over to the District any jury fees or witness fees.

6.640 The unit member shall retain any travel, meal, or parking allowance paid by the Court.

**6.700 Industrial Accident or Industrial Illness**

6.710 Unit members shall be entitled to industrial accident or industrial illness leave provided the claim qualifies under the state worker's compensation provisions.

**6.720 Regulations**

6.721 Unit members shall be entitled to sixty (60) working days in any one fiscal year for the same industrial accident or industrial illness.

6.722 Leave shall not accumulate from year to year, and will commence on the first day of absence.

6.723 Industrial accident leave shall be reduced by one (1) day for each day of authorized absence, regardless of compensation award made under worker's compensation.

6.724 If the leave occurs at a time when the sixty (60) days overlap into another fiscal year, the unit member shall be entitled to carry over to the next fiscal year only the amount remaining at the end of the fiscal year in which the injury occurred for the same illness or injury.

6.725 Payment for wages lost on any day shall not, when added to an award granted the unit member under worker's compensation laws, exceed the normal wage of the unit member. During industrial accident/illness leave the unit member shall endorse to the District the temporary disability indemnity check received from worker's compensation because of the accident or illness. The District shall in turn issue for the unit member the appropriate salary warrants for payment of the unit member's salary and shall make all normal retirement and authorized contributions and deductions.

6.726 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 be placed on a reemployment list for a period of thirty-nine (39) months.

**6.800 Declaration of Emergency Leave**

Unit members shall be provided leave, with pay, when ordered by a proper governmental authority through a declaration of emergency that the unit member is to remain at home, stay off the streets or highways, or to evacuate the unit member's home. Unit members shall notify the District as soon as possible when this leave is required and shall provide a copy of the official order upon request.

**6.900 Miscellaneous Leaves Without Pay**

Except as provided otherwise, leaves without pay or any other benefits or elements of employment status may be granted unit members in accordance with the provisions of this Section. Unit members may purchase through the District Payroll Office the same health, vision and dental benefits at the same rate afforded active unit members.

6.1010 Unit members may be granted unpaid leave of absence for up to one (1) year in length for personal reasons provided the unit member has not had unpaid leave totaling sixty (60) days or more within the previous three (3) years. Leave requests must be submitted to the Superintendent or designee for approval or denial.

6.1020 Unit members who request leave under this section shall notify their supervisor at least ten (10) days prior to the commencement of the requested leave. Such leave, when granted, shall also specify when the employee is to return to work.

6.1030 Unit members who have rendered service to the District for at least five (5) consecutive years may be granted up to a five (5) month unpaid leave for the purpose of attending school or college to complete student teaching or equivalent. Unit members who request a leave under this section shall notify their supervisor and submit a written request to Human Resources at least forty-five (45) days prior to the commencement of the requested leave. Evidence of enrollment must be supplied with the written request. A unit member on such leave shall be entitled to return to a comparable position to that held at the time the leave commenced, or to the same position if practical. Leave under this provision shall not be unreasonably denied.

6.1100 **Military Leave**

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. If a unit member is covered by District health insurance prior to military leave, his/her dependent(s) shall continue to be covered during his/her military service until or unless covered by military benefits.

6.1200 **Catastrophic Sick/Injury Leave Bank**

The Orange Unified School District shall maintain a Catastrophic Sick Leave Bank. All unit members may donate earned and unused sick leave hours and/or earned and unused vacation hours. This donation shall be irrevocable, and shall be accomplished by the employee filing a “Sick Leave Bank Irrevocable Deposit Form” (Appendix E). The form shall clearly state that the sick leave hours and/or vacation hours being donated are irrevocably given to the Sick Leave Bank, and cannot be rescinded for any reason whatsoever. A donation to the Sick Leave Bank shall be a general donation, and shall not be donated to a specific employee for his/her exclusive use.

6.1210 **Eligibility**

The use of this sick leave bank shall only be available to those employees who have made a donation to the bank.

6.1220 **When Granted**

Employees who suffer a catastrophic illness/injury as certified by attending physician which results in the employee using all available paid leaves, including regular sick leave, extended sick leave, vacation, compensatory time off, and available industrial accident and illness leave, shall become eligible to use this catastrophic leave bank, subject to the restrictions and conditions outlined in this section.

6.1230 **Donations**

The solicitation of sick leave bank donations shall be submitted to the District annually only during the month of May, unless the Sick Leave Bank reaches the minimum of 500 hours in which case the parties may mutually agree to another donation period.

6.1240 **Sick/Injury Leave Bank Approval Committee**

All bargaining unit members wishing to use this sick/injury leave bank shall submit a “Sick Leave Bank Request for Withdrawal Form” (Appendix F). This form shall be submitted to the Payroll Office. The request shall state the maximum number of days being requested by the employee. The sick leave bank committee shall consist of the president of CSEA Chapter #67, one eligible unit member and two representatives from the District. The committee shall consider the request of the employee. Approval of any request shall require a majority vote of the committee members. In the event there is not a majority vote of the committee members to approve/disapprove a request, the final decision shall be made by the Superintendent upon review of the dispute. The

Superintendent may elect to meet with the committee prior to making a decision. This process and decision of the committee and/or the Superintendent shall not be subject to the grievance procedure.

6.1241 **Maximum Number of Hours Used**

The maximum number of hours per one request shall not exceed the applicant's work hours in a six (6) month work calendar. If more hours are needed, the employee may reapply.

6.1242 **Limits on Number of Days Donated**

An employee may not donate more than 50% in excess of ten (10) days of earned sick leave. A less than twelve (12) month employee may not donate vacation days if such donation would result in an unpaid period of time during the winter or spring recess periods.

6.1250 **One Used Day Equal to the Employee's Regular Pay**

If an employee uses a day from the sick leave bank, pay for that day shall be the same pay the employee would have received had the employee worked that day.

6.1260 **Employees on this Leave Considered in Paid Status**

Employees who are granted use of sick leave bank days shall be considered in regular paid status during such use.

6.1270 **Approved and Unused Days/Hours Returned to Bank**

Any days/hours approved by the committee that are unused by the unit member shall be returned to the Catastrophic Sick/Injury Leave Bank.

6.1300 **Family Care and Medical Leave**

Unit members shall be entitled to all benefits available pursuant to the federal and state Family Care and Medical Leave Acts and District Board Policy 4261.8 and Administrative Regulation 4261.8(a) (f).