

ARTICLE 10

LEAVE POLICIES

Revised
May 2005

10.1 Leave Policies for Unit Members Employed Full Time and Part Time for Year Round Education and the Regular School Year

10.1.1 Industrial Accident or Illness Leave

A unit member involved in an industrial accident or illness caused by and during the scope and course of his employment with the District shall qualify for benefits under the following terms and conditions:

- 10.1.1.A A maximum of sixty (60) days leave shall be allowed for each unit member during the unit member's school work year for each industrial accident or illness occurring during that school work year. The sixty (60) days leave for each industrial accident may carry over into the next work year in the event the unit member continues to be disabled as a result of an industrial accident or illness occurring in the prior work year.
- 10.1.1.B The unused portion of this leave shall not accumulate from school year to school year, except as provided in Paragraph 10.1.1.A.
- 10.1.1.C The industrial accident or illness leave shall commence with the first day of absence.
- 10.1.1.D The wages paid to the unit member while on industrial accident or illness leave shall be an amount which, when added to applicable temporary disability indemnity, will result in an amount equal to the unit member's full salary. Payments received as a result of disability indemnity arising out of Workmen's Compensation shall be paid to the District. Regular salary warrants shall then be issued by the District, with normal deductions for retirement and other authorized deductions.
- 10.1.1.E The unused industrial accident or illness leave of a unit member shall be reduced by one day for each day of authorized absence.
- 10.1.1.F Upon the termination of the industrial accident or illness leave, a unit member may be entitled to use his regular sick leave in accordance with the provisions of applicable sick leave policies.

10.1.2 Family Illness Leave

Unit members shall qualify for Family Illness Leave for up to a period of five (5) work days during each school year when absent because of the serious illness

of a member of the unit member's immediate family. A medical doctor's written request may be required by the District in its discretion.

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10.1.2.A Unit members on Family Illness Leave may use up to five days of accumulated sick leave. After that period, wages paid are the difference between the unit member's wages and the amount paid a substitute, even though a substitute may not be employed.

10.1.2.B An "immediate member of the family" is defined as including only the following: "A unit member's husband, wife, son, daughter, father, mother, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative living in the immediate household of the unit member."

10.1.3 Quarantine Family Illness Leave

Upon certification from a physician, a unit member who is absent because of quarantine resulting from contact with other persons having a contagious disease, shall receive full pay during the period of enforced quarantine after the unit member has first used all accumulated sick leave.

10.1.4 Bereavement Leave

10.1.4.A A unit member who is absent due to the death of an immediate member of the family shall be entitled to a leave of absence without loss of pay for each such bereavement. An "immediate member of the family" is defined as including only the following: "A unit member's husband, wife, son, daughter, father, mother, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative living in the immediate household of the unit member."

10.1.4.B A unit member who is absent due to the death of an aunt, uncle niece or nephew, shall be entitled to a leave of absence during which the unit member shall receive as wages the difference between the unit member's salary and the amount paid a substitute even though the substitute may not be employed.

10.1.4.C Bereavement leave shall not exceed five (5) days for any one death, nor a total of ten (10) days in any one school year, and shall not accumulate from school year to school year.

10.1.5 Professional Purposes Leave (Required by the District)

In the event the District, in its discretion, requires a unit member to be absent while representing the District at professional meetings approved by the District in its discretion, the unit member shall be entitled to full pay while so absent.

10.1.6 Legal Leave

10.1.6.A Unit members shall receive full pay during absences as a result of time spent in court if regularly subpoenaed as a witness. Legal leave does not apply to a unit member who is a litigant in the proceeding, unless such litigation involves a unit member who has been named as a defendant by plaintiffs which do not include the District for acts occurring in the scope and course of his employment.

10.1.6.B Unit members called for jury duty shall receive full pay from the District during their absence, but shall remit their jury duty pay, except mileage, to the District.

10.1.7 Personal Necessity Leave

Unit members shall be entitled to use up to a maximum of six (6) days of sick leave for the purpose of personal necessity leave in any one school year.

10.1.7.A Unused personal necessity leave shall not accumulate from school year to school year.

10.1.7.B All six (6) days may be used for "personal necessity" defined as any of the following:

10.1.7.B.1 Death or serious illness of a member of the unit member's immediate family.

10.1.7.B.2 Accident, involving the unit member's person or property, or the person or property of a member of a unit member's immediate family.

10.1.7.C The six (6) days may also be used for any other reason except vacation or recreation. The District shall not require the unit member to specify the reason for personal necessity leave under this sub-paragraph, but shall require the unit member to certify that the personal necessity leave was not used for vacation or recreation. Nothing in this provision, however, shall limit the District from denying personal necessity leave in any case where members of the unit participate in a refusal to work or other concerted activities including those related to employer-employee relations.

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10.1.7. D Advance permission shall not be required for personal necessity leave, but reasonable notice shall be provided to the District by the unit member.

10.1.7.E "Immediate family" is defined as including only the following: "A unit member's husband, wife, son, daughter, father, mother, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative living in the immediate household of the unit member."

10.1.8 Substitute Pay Leave

The District shall have discretion to grant up to five (5) days of substitute pay leave in any one school year, such leave not to be cumulative from school year to school year.

10.1.8. A A unit member shall receive as wages during substitute pay leave the difference between the unit member's full wages and substitute's pay, whether or not a substitute is actually used, subject to regular retirement and other normal deductions.

10.1.8. B Advance application and approval from the District must be obtained by the unit member. The District shall have discretion to grant such leave and determine the length thereof up to five (5) days.

10.1.9 Sabbatical Leave

Any unit member who has rendered service to the District for at least seven consecutive regular school years may request, in writing, a leave of absence not to exceed one year, upon the recommendation of the Superintendent and the approval of the Board of Education, for the purpose of engaging in activities that increase knowledge and provide experience which will directly benefit the school(s) and the pupils of the District. Such activities shall be limited to study, travel, and participation in business and industry fellowship programs. A total of two sabbatical leaves per regular school year may be granted at the District's discretion, one from the elementary level and one from the secondary level.

10.1.9. A Sabbatical leave may be repeated only after another succeeding 7-year period.

10.1.9. B The procedures for application and evaluation of requests for sabbatical leave shall be established by the District in its discretion.

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10.1.9. C Final approval of an application for a sabbatical leave or travel during or for which the unit member is to receive compensation as provided herein, shall not be granted until the applicant has filed with the Superintendent a suitable bond indemnifying the District against loss in the event the unit member fails to render four years of service in the District following the return of the unit member from the leave of absence. The bond shall be in the amount of the total salary computed to become due to the unit member during his leave of absence, except that the bond shall be exonerated if the failure of the unit member to return and render four years of service in the District following his leave of absence is caused by the death or physical or mental disability of the unit member or dismissal for cause.

10.1.9.D The wages paid unit members on sabbatical leave shall be Class III, Step I of the current salary schedule of the District for the year in which such leave is granted. The salary may, at the District's discretion, be divided into twelve (12) equal payments.

10.1.9.E Upon return to employment after the sabbatical leave, the salary shall be that of the step in which the unit member would have been placed had he not been absent from the District. If a unit member qualifies for a higher classification, the proper transfer shall be made.

10.1.9.F Upon return to employment after a sabbatical leave, the unit member shall be returned to a comparable assignment.

10.1.10 Professional Leaves (Requested by the Unit Member)

A professional leave of absence, without pay, not to exceed one year, may, at the District's discretion, be granted by the District upon recommendation by the District Evaluating Committee and the Superintendent. Professional leave will be granted for such reasons as supervisor of the District's student teachers, assignments in other agencies or areas for the purpose of obtaining new methods of instruction to be brought back to the District, or other reasons beneficial to the District.

10.1.10.A Professional leave recipients shall receive advancement on the salary schedule as though they remained in the District.

10.1.10.B Unit members on professional leave shall notify the District of intended return not later than March 1st of the school year prior to return.

10.1.11 Maternity Leave

An expectant mother may continue working prior to delivery provided that, if she is under a doctor's care, her doctor certifies that she is physically and emotionally able to perform classroom duties.

- 10.1.11.A Maternity leave without pay may be requested by the expectant mother. Maternity leave may be taken at any time prior to delivery. If she is under a doctor's care, a doctor's statement of expected date of delivery shall be submitted to the administrator in charge of certificated personnel at the time of the request for leave.
- 10.1.11.B Following the birth of a child, the unit member may return as soon as her doctor supplies a written release stating that she is able to resume her duties, or, if the unit member is not under the care of a doctor, the unit member supplies a written release stating that she is able to resume her duties. A unit member on maternity leave, who does not return within the school year, shall notify the District whether she intends to return the following year not later than March 1 of the school year prior to return.

10.1.12 Child-Care Leave

Any unit member shall be entitled to a child-care leave without pay for children under the age of one (1) year or within one (1) year after adoption. If both husband and wife are unit members, only one (1) of said persons shall be entitled to such leave. The District may, in its discretion, grant child-care leave for any other reason and upon any condition.

- 10.1.12.A Application for adoptive child-care leave shall be filed at least three (3) months before the anticipated adoption of a child.
- 10.1.12.B Child-care leave shall be limited to a maximum of one school year or two consecutive semesters within two school years, except that upon the request of the teacher, and subject to the discretion of the District, the leave may be extended for an additional school year or semester. The leave may also be terminated at the discretion of the District at any time after the equivalent of one semester.
- 10.1.12.C Requests for extension of such leave shall be made not later than December 1st for leave during the second semester, or not later than March 1st for leave during the succeeding school year.

10.1.13 Return Rights

Any unit member whose maternity or child care leave or succession of both types of leaves together with any other type of leave taken immediately before or after such leaves does not exceed one hundred thirty (130) consecutive working days of any regular school year shall be entitled to return to such member's original school, subject to transfer policies contained in this contract. If leave exceeds such time, placement shall be at the discretion of the District.

The requested date of return shall, in any case, be subject to the District's discretionary right to adjust and set the actual return date within five days prior or five days later than such requested return date.

10.1.14 Military Leave

Unit members who are members of the active military reserve are encouraged to take their reserve military training during their vacation from school assignment to avoid disruption to the educational program. Upon receipt of orders which will require duty during the teaching year, a copy shall be forwarded immediately to the District, which shall attempt to have the active duty changed to a time when school is not in session. If orders cannot be changed and the unit member is required to report, the salary shall be paid in accordance with legal requirements.

- 10.1.14.A A unit member who is a member of the reserve corps of the armed forces of the United States or the National Guard, or Naval Militia shall be entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activities, providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days including the time involved in going to and returning from such duty. This includes orders for physical examination in another county providing the unit member makes written attempt to have the locale of physical examination changed to Butte County.
- 10.1.14.B Upon return from temporary military service to district service, a unit member shall be entitled to all rights and privileges in, connected with, or arising out of the office of employment which he would have enjoyed if he had not been absent therefrom, provided he has been in the service of the District for a period of not less than one year. Such unit member shall be entitled to sick leave, vacation, and other rights for the period during which he was on duty, and shall be entitled to receive his salary for the first thirty (30) calendar days of such temporary military leave only.
- 10.1.14.C A unit member drafted or recalled by the military while currently employed shall continue advancement on the salary schedule in the same manner as though he were teaching, although he would not attain tenure until the actual probationary period has been completed.
- 10.1.14.D A unit member employed by the District who is called into active military duty or who is on a temporary military leave of absence and who has been in the service of the school district for a period of not less than one year immediately prior to the date on which the absence begins shall be entitled to receive one-tenth (1/10) of the annual salary established for such position. The District shall pay the unit member this amount

immediately upon receipt of verified information which indicates that the unit member is actually in military service and has been so for at least thirty (30) days. No more than one payment shall be allowed for any one military leave of absence during any one school year.

10.1.15 Sick Leave

Unit members employed full time shall be entitled to leave of absence for illness, accident, quarantine, or injury at full pay at the rate of one day per working month. In no case shall the amount be less than ten (10) days, for unit members employed full time, available on the first day of the fiscal or school year, whichever is applicable. Any unused portion of the earned annual sick leave shall be accumulated without limit and is transferable from district to district.

10.1.15.A When a unit member is absent from his duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, when sick leave benefits are exhausted, the amount deducted from the salary due him for any month in which the absence occurs shall be the sum which is actually paid a day to day or long-term substitute employee employed to fill his position during his absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had he been employed. In any event, the amount deducted shall not exceed the daily substitute rate or the long-term substitute rate which ever is applicable. The school district shall make every reasonable effort to secure the services of a substitute employee.

10.1.15.B When a unit member is absent from his duties on account of illness for a period of more than five (5) school months (100 work days), or when absent for a cause other than illness, there shall be no extra compensation other than from sick leave benefits, except in the case of the Board's approval of a sabbatical leave request.

10.1.15.C While on leave of absence, a unit member shall maintain, but not add to, any sick leave credit accumulated prior to such leave.

10.1.15.D A permanent employee who resigns and is re-employed within thirty-nine (39) calendar months shall have reinstated all unused sick leave credit existing at the time of resignation.

10.1.15.E Sick leave may be used for pregnancy or childbirth only as follows:

10.1.15.E.1 Unit members shall be entitled to one day of sick leave upon the birth of said unit member's child.

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10.1.15.E.2 When a unit member not on maternity leave is absent from her duties as a result of her own maternity-related illness prior to the birth or due to illness or medical or surgical complications subsequent to birth, abortion or miscarriage.

10.1.15.F Sick leave earned during regular school year employment shall be used only for leave during regular school year employment. Sick leave earned during adult education employment shall be used only for leave during adult education employment.

10.1.15.G Verifications of illness by a medical doctor may be required by the District in its discretion for any absence of five (5) or more consecutive days for which sick leave is claimed.

10.1.16 Legislative Leave

Unit members who are elected to a full-time Federal, State or County office shall be entitled to an unpaid leave of absence for the length of one term in office, plus such additional term or terms of office as the District in its discretion may grant.

10.1.16.A Unit members on legislative leave shall notify the District of intended return not later than March 1st of the school year prior to return.

10.1.16.B Unit members on legislative leave shall be entitled to return to employment at the end of such leave, but shall not receive advancement on the salary schedule during the period of legislative leave.

10.1.17 Educational Leave

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Unit members may be granted an educational leave of absence without pay, at the discretion of the District, for such reasons as advanced study, travel having professional implications, exchange teaching, or overseas teaching. If the leave request is denied, the unit member shall be provided the reason(s) for the denial in writing.

10.1.17.A Unit members on educational leave shall notify the District of intended return not later than March 1st of the school year prior to return.

10.1.17.B A unit member on educational leave shall not receive advancement on the salary schedule during the period of educational leave if said leave is in excess of one semester.

10.1.18 Donation of Sick Leave

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On forms prepared and approved by the District, any unit member may donate up to five (5) days accumulated and unused sick leave days, in full-day or half-day increments to a specifically named unit member who has suffered a long-term illness or disability and who has exhausted all fully paid leaves. Donated sick leave day(s) will be prorated from the donor(s) equitably. No unit member may donate more than five (5) days accumulated and unused sick leave days in any school year (July 1 through June 30).

Unused donated sick leave days shall be returned to the donor(s) in full-day or half-day increments at the end of the school year.

The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

The Association agrees to indemnify and hold harmless the District from any loss or 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 the Association.

10.1.19 Personal Leave

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Unit members may be granted a personal leave of absence without pay for any reason(s) mutually agreed to between the unit member and the District.

10.1.19.A Unit members on personal leave shall notify the District of intended return not later than March 1st of the school year prior to the return.

10.1.19.B A unit member on personal leave shall not receive advancement on the salary schedule during the period of the personal leave if the leave exceeds 25% of the instructional days of the work year the unit member is assigned.

10.2 Leave Policies for Unit Members Employed for Summer School

Unit members employed for summer school shall be governed by the following leave policies:

10.2.1 Industrial Accident or Illness Leave

A unit member involved in an industrial accident or illness caused by and during the scope and course of his employment with the District shall qualify for benefits under the following terms and conditions:

- 10.2.1.A Industrial accident or illness leave shall be allowed for each unit member during the unit member's summer school work year for each industrial accident or illness, terminating on the last work day of said unit member's summer school employment.
- 10.2.1.B The unused portion of this leave shall not accumulate from summer school year to summer school year.
- 10.2.1.C The industrial accident or illness leave shall commence with the first day of absence.
- 10.2.1.D The wages paid to the unit member while on industrial accident or illness leave shall be an amount which, when added to applicable temporary disability indemnity, will result in an amount equal to the unit member's full salary. Payments received as a result of disability indemnity arising out of Workmen's Compensation shall be paid to the District. Regular salary warrants shall then be issued by the District, with normal deductions for retirement and other authorized deductions.
- 10.2.1.E The unused industrial accident or illness leave of a unit member shall be reduced by one day for each day of authorized absence.
- 10.2.1.F Upon the termination of the industrial accident or illness leave, a unit member may be entitled to use his regular sick leave in accordance with the provisions of applicable sick leave policies.

10.2.2 Quarantine Family Illness Leave

Upon certification from a physician, a unit member who is absent because of quarantine resulting from contact with other persons having a contagious disease, shall receive full pay during the period of enforced quarantine for the summer school work year after the unit member has first used all accumulated sick leave.

10.2.3 Professional Purposes Leave (Required by the District)

In the event the District, in its discretion, requires a unit member to be absent while representing the District at professional meetings approved by the District in its discretion, the unit member shall be entitled to full pay while so absent.

10.2.4 Legal Leave

10.2.4.A Unit members shall receive full pay during absences as a result of time spent in court if regularly subpoenaed as a witness. Legal leave does not apply to a unit member who is a litigant in the proceeding, unless such litigation involves a unit member who has been named as a defendant by plaintiffs which do not include the District for acts occurring in the scope and course of his employment.

10.2.4.B Unit members called for jury duty shall receive full pay from the District during their absence, but shall remit their jury duty pay, except mileage, to the District.

10.2.5 Maternity Leave

An expectant mother may continue working prior to delivery as long as her doctor certifies that she is physically and emotionally able to perform classroom duties.

10.2.5.A Maternity leave without pay may be requested by the expectant mother. Maternity leave may be taken at any time prior to delivery. The doctor's statement of expected date of delivery shall be submitted to the administrator in charge of certificated personnel at the time of request for leave, unless prohibited by the unit member's religious beliefs.

10.2.5.B Following the birth of a child, or maternity-related illness, the unit member may return to her original position within the school year as soon as her doctor supplies a written release stating that she is able to resume her classroom duties.

10.2.6 Sick Leave

Unit members employed for summer school shall be entitled to leave of absence for illness, accident, quarantine, or injury at full pay at the rate of one day for every 15 (fifteen) working days, accumulative from summer school year to summer school year without limit.

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10.2.6.A Sick leave earned during summer school employment shall be used only for leave during summer school employment.

10.2.6.B Sick leave may be used for pregnancy or childbirth only as follows:

10.2.6.B.1 Unit members shall be entitled to one day of sick leave upon the birth of said unit member's child.

10.2.6.B.2 When a unit member not on maternity leave is absent from her duties as a result of her own maternity-related illness prior to the birth or due to illness, or medical or surgical complications subsequent to birth, abortion or miscarriage.

10.2.7 Bereavement Leave

10.2.7.A A unit member who is absent due to the death of an immediate member of the family shall be entitled to a leave of absence without loss of pay for each such bereavement. "Immediate family" is defined as including only the following: "A unit member's husband, wife, son, daughter, father, mother, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative living in the immediate household of the unit member."

10.2.7.B A unit member who is absent due to the death of an aunt, uncle, niece or nephew, shall be entitled to a leave of absence during which the unit member shall receive as wages the difference between the unit member's salary and the amount paid a substitute even though the substitute may not be employed.

10.2.7.C Bereavement leave shall not exceed two (2) days for any one death, nor a total of two (2) days in any one school year, and shall not accumulate from summer school year to summer school year.

10.3 Organizational Leave and CUTA President's Leave

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In a given fiscal year, the officers of the CUTA shall be entitled to a combined total of fifty (50) days of Organizational Leave at CUTA expense, and in addition the President of the CUTA shall be entitled to a total of five (5) days of CUTA President's Leave at District expense, provided, however, that the combined total of Organizational Leave, President's Leave and release time for negotiating under Article 15 shall not exceed twenty (20) work days each year for any one unit member exclusive of the Treasurer, who shall be limited to thirty (30) days in each

year. Officers shall be construed to mean a maximum of nine persons performing the functions of President, Immediate Past-President, Vice President, Recording Secretary, Corresponding Secretary, Treasurer, Grievance Chairperson, Benefits Chairperson, and Bargaining Team Chairperson for the Association.

10.4 CUTA President's and CUTA Leadership Part-Time Employment

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At CUTA request, the CUTA President shall be allowed to be employed as a part-time employee, said part-time employment to be not less than 2/5 time. At CUTA request, CUTA may pay for additional leave for the President and/or other Association leaders up to a total of 4/5th leave. The District shall bill the CUTA monthly to pay for the requested additional leave. Compensation and service credit for said part-time employment or full-time leave shall be the same as any other full-time unit member.