

## **Article 12 LEAVES OF ABSENCE**

### **§ 12.1 Immediate Family**

§ 12.1.1 Members of the immediate family, as used in this Article, means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member, and the spouse, son, daughter, son-in-law, daughter-in-law, brother, or sister of the unit member, or any person living in the immediate household of the unit member. If the leave is for bereavement purposes, variances may be granted on a case-by-case basis upon request to the Vice President of Human Resources, or designee.

### **§ 12.2 Bereavement Leave**

§ 12.2.1 The District agrees to grant necessary leave of absence with pay at the unit member's regular rate, not to exceed five (5) days on the account of the death of any member of the immediate family as specified above.

§ 12.2.2 The Supervisor should be notified before the start of the regular work shift to request Bereavement Leave.

§ 12.2.3 Upon return from Bereavement Leave, a member of the bargaining unit shall be required to complete an absence form provided by the District and provide such proof of eligibility for Bereavement Leave benefits as may be required by the District.

### **§ 12.3 Jury Duty**

§ 12.3.1 The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the Court.

§ 12.3.2 The unit member called to jury duty will receive regular pay provided that the fees for jury duty are turned in at the Business Office. That portion of the jury duty fees representing meals, mileage or parking expenses will be refunded by the Business Office.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.3 Jury Duty (Continued)**

§ 12.3.3 Unit members on the day shift are required to return to work during any day or portion thereof in excess of one (1) hour in which jury duty services are not required. Any day during which any unit member in the bargaining unit whose regular assigned shift commences at 4 p.m. or after and who is required to serve after 12 noon on jury duty shall be relieved from work with pay. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

**§ 12.4 Military Leave**

§ 12.4.1 Members of the bargaining unit shall be granted any military leave to which they are entitled, under law, as classified school unit members. Unit members shall be required to request military leaves in writing and, upon request, to supply the District with "orders" and status reports.

**§ 12.5 Sick Leave**

§ 12.5.1 Members of the bargaining unit employed by the District five (5) days per week, twelve (12) months per year, shall be entitled to twelve (12) days leave of absence for illness or injury to, or medical appointments for, themselves or members of their immediate family, exclusive of days they are not required to render service. This sick leave shall accrue at the rate of one (1) day for each month of paid service. Sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the fiscal year. However, a new unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

§ 12.5.2 A unit member, who is employed for less than a full fiscal year, is entitled to the prorated number of days leave of absence for illness or injury to, or medical appointments for, her/him self or members of his/her immediate family.

§ 12.5.3 Sick leave may be used by a unit member who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code Section 230.1(a).

§ 12.5.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.5 Sick Leave (Continued)**

**§ 12.5.5** After all earned sick leave, compensatory time, paid time off (PTO), and vacation days (in that order) at full pay have been used and additional absence due to illness or accident is necessary, the unit member shall receive the difference between his/her salary and the amount paid to a substitute, for a total of five (5) months. If a substitute is not provided, the unit member will receive full pay.

**§ 12.5.6** Except in cases of sudden illness or injury, all unit members shall give notice of their impending absence to their supervisor during the working day preceding the absence. After regular work hours, all unit members shall notify their immediate supervisor or his/her designee as soon as it is known that an absence from duty will be necessary. (Graveyard shift workers shall give notice by 2 p.m., swing shift workers by 12 noon.)

**§ 12.5.7** On the work day preceding the unit member's intent to return to work after an absence, the unit member shall contact the immediate supervisor.

**§ 12.5.8** If a unit member fails to give notice within the time specified of his/her intention to return to work and a substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full shift substitute pay and this amount shall be deducted from the unit member's salary for that month.

**§ 12.5.9** A sick leave day once commenced may not be reinstated as a working day unless approved by the supervisor.

**§ 12.5.10** Sick leave may be used in hourly increments for medical/dental appointments. Except in emergencies, twenty-four (24) hours notice to the unit member's supervisor shall be given.

**§ 12.5.11** The District may require a recognized medical professional's written verification of the reason(s) for the absence due to illness or injury any time after the absence exceeds 5 days and prior to the unit member's return to service. If the absence is 10 days or less, and the employee is enrolled in an ABHP health plan and has not met their deductible, the District shall reimburse the employee's out of pocket costs related to obtaining the required medical verification.

The District may require a medical professional's written verification either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. The Union recognizes the District's right to determine by reasonable means the validity of any sick leave usage by any employee at any time.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.5 Sick Leave (Continued)**

§ 12.5.12 Upon good cause, when requested by the Superintendent/President or his/her designee, a unit member shall undergo a physical or mental examination by a doctor selected jointly by the unit member and the District. In the event that the District and the unit member are unable to agree upon a doctor, a doctor will be selected by the President of the Sonoma County Medical Association and both parties shall be bound by that decision. The unit member shall authorize the examining doctor to release the results of the examination to the District. District shall pay the cost of the examination.

§ 12.5.13 In the event a unit member terminates his/her employment with the District after having used more sick leave days than the number which he/she has earned, the unearned portion will be deducted from his/her final warrant. If no salary is due the unit member who has used more sick leave days than the number he/she has earned, he/she will be billed by the District for the amount which the District has overpaid her/him.

§ 12.5.14 If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. Upon retirement from the District, unused sick hours will be reported to CalPERS/CalSTRS for service credit conversion. Members of alternative retirement systems are not eligible for sick leave conversion to service credit.

§ 12.5.15 Under the conditions set forth in the Education Code, a unit member may transfer unused sick leave to any other California Public School employer.

**§ 12.6 Maternity**

§ 12.6.1 Any period of actual physical disability connected with a disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from, shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefits shall be available to the unit member. Physical disability, for the purposes of this policy, shall be defined as a period during which the unit member is unable to perform job related duties. The period of actual disability shall be supported by a written statement from the unit member's physician, provided, however, that the District may, at its option, obtain other medical opinion.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.7 Industrial Accident and Illness Leave**

**§ 12.7.1** This section shall only apply to unit members who have completed six (6) months of service with the District. In addition to any other benefits that a unit member may be entitled to under the Worker's Compensation laws of this State, the following shall apply.

**§ 12.7.2** Per California Education Code, Section 88192 – California Community College, eligible members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one (1) fiscal year.

**§ 12.7.3** This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.

**§ 12.7.4** Payment for wages lost on any day shall not, when added to an award granted under the Worker's Compensation laws of this State, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under Worker's Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury. The 60 days are not renewable at the beginning of a new fiscal year.

**§ 12.7.5** Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

**§ 12.7.6** During any paid industrial accident and illness absence, the qualified unit member will receive his/her full salary with normal retirement and other authorized contributions deducted.

**§ 12.7.7** When a unit member has been absent from work on Industrial Accident Leave for any duration or on sick leave for ten (10) or more days, the unit member must present his/her supervisor with a note from a recognized medical professional before resuming work. If the doctor indicates return to "regular work duty," the unit member may begin work. However, if the doctor indicates that there are medical restrictions on the unit member's return to work, both the unit member and his/her supervisor must understand the nature of the restrictions placed upon the unit member.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.7 Industrial Accident and Illness Leave (Continued)**

**§ 12.7.7 Continued**

If the release has medical restrictions, the unit member must meet with Human Resources and his/her supervisor before resuming work, and one of the following actions will be necessary:

1. If the restrictions are temporary (thirty (30) calendar days or less) and job duties within their classification can be modified to accommodate these restrictions, the unit member will be allowed to return to work.
2. If the restrictions are temporary (thirty (30) calendar days or less) and, in the opinion of the supervisor, the unit member cannot perform his/her job with the restrictions, the unit member will be placed on personal illness or industrial accident leave, whichever is appropriate, until the Doctor's restrictions are lifted.
3. If the restrictions are permanent, and, based on medical evidence, the District feels the unit member cannot perform the duties of the job, the unit member shall be eligible for the following:
  - a. A Supplemental job displacement benefit voucher for retraining purposes if the unit member is unable to return to work due to permanent limitations.
  - b. A unit member may be considered for transfer to another District position (outside of the unit member's classification) under the provision of this Agreement, or may be considered for Disability Retirement.
4. The temporary restriction (thirty (30) calendar days or less) will not be extended automatically. The entire physical status must be reviewed.

**§ 12.7.8** Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.

**§ 12.7.9** A unit member who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment may be terminated by the District.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.7 Industrial Accident and Illness Leave (Continued)**

**§ 12.7.10** Unit members with five (5) years of continual service to the District, on leave under this section who have successfully been retrained may be placed in a vacant classified position, without going through the recruitment process, if they possess the qualifications of that position. This decision as to application/participation of this section is solely at the discretion of the District and is not subject to grievance.

**§ 12.8 Personal Necessity Leave [Ref: E.C. Section 88207]**

**§ 12.8.1** A maximum of thirteen (13) days annually of absence from the unit member's sick leave account may be used by the unit member, at his/her election, in cases of personal necessity, including any of the following:

1. Death or serious illness of a member of the unit member's immediate family when additional leave is required beyond that provided in the Bereavement Leave provisions of this Agreement.
2. Accident, involving the unit member's person or property or the person or property of a member of the immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
4. Unit member is officially quarantined. Verification from the CDC or Sonoma County Health Services will be required.

**§ 12.8.2**

1. Per California Education Code, section 88207.5, a unit member may use up to 30 days of leave in a school year, less any personal necessity days used, in the following circumstances:
  - a) A biological parent may use leave pursuant to this section within the first year of his or her infant's birth.
  - b) A non-biological parent may use leave pursuant to the section within the first year of legally adopting a child.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.8 Personal Necessity Leave [Ref: E.C. Section 88207] (Continued)**

**§ 12.8.2 Continued**

2. Such other reasons approved by the Superintendent/President or designee.

**§ 12.8.3** The unit member shall submit a written request to the Superintendent/ President or designee to secure permission for Personal Necessity Leave, other than the type shown in (1.) or (2.) in Section 12.8.1. The Superintendent/President has discretion to require proof of all Personal Necessity Leave requests.

**§ 12.9 Child Rearing Leave**

**§ 12.9.1** A unit member who is the natural or adoptive parent of a child may request an unpaid leave of absence for the purpose of rearing his/her child.

**§ 12.10 General Leaves**

**§ 12.10.1** When no other leaves are available, a leave of absence may be granted to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District Board and the unit member.

**§ 12.10.2** Unit members may apply to the Governing Board for unpaid leave for a period in excess of ten (10) days, but not more than one (1) year, such as educational, general, or purposes of retraining.

**§ 12.10.3** For unpaid leaves of ten (10) days or less, advance approval must be given by the immediate supervisor and appropriate cabinet administrator.

**§ 12.11 Terms Respecting Leaves of Absence**

**§ 12.11.1** All unit members on paid leave of absence shall receive vacation, holiday and sick leave credit, accrue seniority and be eligible for health and welfare benefits.

**§ 12.11.2** Unit Members on unpaid leave or unit members with thirty-nine (39) month reemployment rights shall, upon their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave.

**§ 12.11.3** Unit members on unpaid leave shall be entitled to retain their health and welfare coverage provided they pay the full premiums.



**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.12 Catastrophic Leave**

**§ 12.12.1** Unit Members may donate accrued leave to other unit members suffering from catastrophic illness or injury either to themselves, a spouse or a domestic partner, a parent or to a dependent child.

**§ 12.12.2** Catastrophic leave is a paid leave of absence due to a life threatening or verifiable long-term illness or injury which clearly disables the individual.

**§ 12.12.3** Unit Members who have successfully completed two thousand, eighty (2,080) hours or one (1) year in paid status shall be eligible for catastrophic leave due to their own catastrophic illness or injury or catastrophic illness or injury to spouse or a domestic partner, parent or dependent child.

**§ 12.12.4** The unit member must first exhaust all accrued sick leave, vacation leave, compensatory time and other paid time (e.g. PTO) before qualifying for catastrophic leave.

**§ 12.12.5** Catastrophic leave shall be additional paid leave available from sick leave, vacation, compensatory time, or other paid time donated by other unit members to a specific qualified unit member or from the Catastrophic Leave Bank.

**§ 12.12.6** Unit members donating sick leave, vacation, compensatory time, or other paid time must donate in increments of whole hours. The donating member must retain a sick leave balance of at least ninety-six (96) hours after the donation of sick leave; retain a vacation leave balance of at least forty (40) hours after the donation of vacation leave; and may donate all of their accrued compensatory time.

1. Unit members donating sick leave may donate sick leave to eligible members within the unit only.
2. Unit members donating vacation, compensatory time, or other paid time (i.e. PTO) may donate to eligible persons outside of the unit (i.e., may donate to faculty or management employees also).

**§ 12.12.7** A unit member requesting catastrophic leave must receive the recommendation of his or her immediate supervisor, supervising administrator, and the approval of the Vice President of Human Resources. Such leave may initially be approved up to a maximum of one hundred seventy-five (175) donated hours, or equal to one (1) month of unit member's current assignment; whichever is less. If the catastrophic illness or injury continues, up to an additional one hundred seventy-five (175) hours, or equal to one (1) month of the unit member's current assignment, whichever is less, may be recommended and approved.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.12 Catastrophic Leave (Continued)**

**§ 12.12.8** Requested time for eligible unit members will first be deducted from the Catastrophic Leave Bank. This will be required until the balance of the Catastrophic Leave Bank is reduced to 2,080 hours.

As soon as the balance of the Catastrophic Leave Bank is at 2,080 hours, any requests for catastrophic leave donations shall be made through publication of a notice in a campus-wide, internal publication through the Public Relations Office, or by special notice distributed through the Human Resources Department.

**§ 12.12.9** The Human Resources Department shall adjust all unit member leave balances for the donation and use thereof. All time donated shall be credited on an hour-for-hour basis regardless of pay differentials between donating unit member and recipient.

**§ 12.12.10** Catastrophic leave shall not be used in conjunction with any long term disability benefits or Worker's Compensation leave.

**§ 12.12.11** While a unit member is on catastrophic leave, using donated hours, the unit member shall not accrue any vacation or sick leave.

**§ 12.12.12** In the event that any donated catastrophic leave time remains unused by the unit member, that time shall be returned into the Catastrophic Leave Bank, which shall be made available to other qualified unit members pursuant to the terms of this Article.

**§ 12.12.13** Unit members who leave the District may not transfer their unused sick leave into a catastrophic leave bank.

**§ 12.13 Custodial Substitute Utilization**

**§ 12.13.1** The District may, at its discretion utilize substitutes when necessary to provide coverage for custodial unit members who are unavailable for any reason. The District may contract with an outside agency, or maintain an internal pool of substitute unit members, in order to ensure the availability of adequate numbers of substitutes. The decision to provide substitute coverage in any particular instance rests with the District, and shall be made with due consideration of custodial staff workloads.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.14 Family Care & Medical Leave**

This section shall be applied and interpreted in accordance with the provisions of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), Government Code Section 12945.2, and applicable regulations. The District shall provide for all mandatory provisions of these acts, and reserves the right, at its sole discretion, to consider granting unit members, upon their request, any non-mandatory, but permissible provisions under the acts.

**§ 12.14.1 Eligibility**

A unit member with one year of service, and at least 1,250 hours in paid status during the previous twelve (12) months is eligible for the leaves described below.

**§ 12.14.2 Purposes For Which Leave May be Taken**

1. Birth, adoption or foster care placement of a child.
2. Care of a child (including foster, step and adult children and legal wards), parent or spouse with a serious health condition, or a serious health condition which renders the unit member unable to perform his/her essential job functions.
3. A qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member or called to active duty status with the Armed Forces.
4. To care for a covered military member with a serious injury or illness if the eligible employee is the military service member's spouse, son, daughter, parent, or next of kin.

FMLA definitions shall be used to define and to interpret the following terms used in Article 12.14:

- a. A "child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either under eighteen years old or is an adult dependent child.
- b. A "parent" means a biological, foster or adoptive parent, a step-parent, or parent or an individual who stood in loco parentis to a unit member when he/she was a child. The term parent does not include in-laws.
- c. "A serious health condition" means an illness or injury, impairment, or physical or mental condition that requires in-patient care or continuing treatment by a health care provider.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.14.2 Purposes For Which Leave May be Taken (Continued)**

5. Disability of the unit member [except that CFRA excludes pregnancy disability, which is covered under Government Code Section 12945(b)(2)].

**§ 12.14.3 Duration of Leave**

1. All leave is unpaid.
2. Leave may be taken for a total of twelve (12) work weeks in a twelve (12) month period.
3. Leave may be taken for a total of twenty-six (26) work weeks in a twelve (12) month period for a reason as defined in 12.14.2.4.
4. Leave is pro-rated for part-time unit members.
5. Intermittent leave in the form of reduced work days or work weeks may be requested by the unit member. The decision to grant and/or deny such request shall be made at the sole discretion of the District. An intermittent leave shall be judged on the special circumstances presented by the unit member. The District's decision shall be final and is not grievable under the Agreement, Article 13, "Grievance Procedure."
6. When agreed to by the unit member and the District, intermittent leave shall be scheduled, to the extent possible, to minimize disruption and any extra cost to the District.

**§ 12.14.4 Time for Commencement of Leave**

1. Leave for birth or adoption of a child must conclude within one year of the birth or adoption. Leave need not all be taken at one time.
2. Pregnancy disability leave is treated separately under CFRA (See Government Code Section 12945(b)(2)).

**§ 12.14.5 Unit Member Notice**

The unit member must comply with the District's usual and customary requirements for requesting leave and provide enough information for the District to reasonably determine whether the FMLA may apply to the leave request. The unit member must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, the unit member must provide notice as soon as possible and practicable under the circumstances.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.14.6 Continuation of Health & Welfare Benefits**

1. The District will continue to pay the unit member's health and welfare benefits to the same extent the District would have paid for such benefits if the unit member would have continued working.
2. If the unit member does not return at the end of the leave, the District may collect the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member.

**§ 12.14.7 Status While on Leave**

Family Care Leave does not constitute a break in service for purposes of seniority or longevity.

**§ 12.14.8 Spouse and/or Registered Domestic Partners who are Unit Members**

If both individuals are currently employed by the District and covered under the provisions of the FMLA and CFRA, each unit member is entitled to twelve (12) weeks of leave.

**§ 12.14.9 Verification**

1. The unit member shall provide acceptable written verification to the District's Human Resources Office of the need for leave to care for a spouse, parent or child or for the unit member's own serious health condition.
2. Verification may be provided by a physician, osteopath or other health care provider designated by the U.S. Secretary of Labor.
3. The District may, at its sole discretion and expense, require additional medical evaluation of the unit member's own health condition, but not of the unit member's spouse, parent or child.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.14.10 Right to Reinstatement**

A unit member is entitled to reinstatement to the same or comparable position, except that a salaried unit member who is among the highest paid ten (10%) percent of the District's unit members may be denied reinstatement if reinstatement would cause substantial economic injury to the District. The District must notify the unit member of the intent to deny reinstatement as soon as the decision is made. If the notice is given after commencement of the leave, the unit member has the right to return immediately to work following receipt of the notice.

**§ 12.14.11 Concurrent Running of Leaves**

To the extent allowable under the Federal and State regulations implementing FMLA and CFRA, unit members are required to take concurrently any other paid leaves available to them for such purposes covered under this Section.

**§ 12.15 Reemployment Rights**

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 unit member's position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the unit member shall be employed in a vacant position in the class of the unit member's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations.

**§ 12.16 Family School Partnership Act**

**§ 12.16.1** Pursuant to the provisions of the Family School Partnership Act, unit members are allowed to be absent from work to participate in K-12 school activities of their children for whom they have custody. For such activities, unit members may utilize vacation or compensatory time off for up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.17 Monitoring Absences**

**§ 12.17.1** Upon returning from any absence (vacation, sick leave, medical appt., etc.) the unit member will complete and submit a Notice of Absence (NOA) to his/her supervisor within 10 working days, who will approve or decline to approve it within 10 working days. The supervisor will forward this form, unrevised except as to approval or denial, to Human Resources. If the unit member fails to submit an NOA within 10 working days, the supervisor will complete an NOA within 10 working days and submit it to Human Resources, with a copy given to the unit member.

If any revision to the NOA becomes necessary, it shall be returned to the unit member for revision. Once agreement is reached between the supervisor and the unit member the NOA is then submitted to Human Resources.

If agreement cannot be reached regarding the reporting of an absence, the supervisor will bring it to the attention of Human Resources for a determination.

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