

Article 12 LEAVES OF ABSENCE

§ 12.1 Immediate Family

§ 12.1.1 Members of the immediate family, as used in this Article, means a unit member's spouse or domestic partner, and any parent, parent-in-law, grandparent, grandchild, sibling, child, son-in-law, or daughter-in-law, of the unit member and spouse or domestic partner of the unit member, or any other person living in the immediate household of the unit member. Additionally, for purposes of applying leave provisions in this Article, reproductive loss as defined in §12.9.2 shall be treated with the same leave entitlements as apply to immediate family members.

§ 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, without utilizing accrued leave, not to exceed five (5) days on the account of the death of any member of the immediate family as specified in 12.1.1.

§ 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 a Notice of Absence form 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 payutilizing accrued leave 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 any compensation for jury duty is turned in to Accounting. That portion of the jury duty fees representing reimbursement for mileage will be refunded by Accounting.

§ 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 within the same fiscal year, unless the unit member has declined the collection of unearned sick leave. 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. In the event a unit member terminates their employment with the District after having used more sick leave days than the number which they have earned, the unearned portion will be deducted from their final warrant. If no salary is due the unit member who has used more sick leave days than the number of sick days they have earned, they will be billed by the District for the amount which the District has overpaid them.

§ 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, themselves or members of their 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.

§ 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 their salary and the amount paid to a substitute, for a total of five (5) months which will commence after the exhaustion of all paid leave available to the unit member on the date that difference pay commences. No restart of difference pay is available within the same fiscal year once the initial five (5) months is complete. 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 their 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 workday 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 their 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 quarter hour 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 after an absence of 10 days or more.

In the event of a known major mental or physical health issue in which a unit member is under medical care, the District may require a medical professional's written verification as a requirement of returning to work after an absence of 5 days or more.

§ 12.5.12 Upon good cause, when requested by the Superintendent/President or their designee, a unit member shall undergo a physical or mental examination by a licensed medical professional with expertise in the area of concern selected jointly by the unit member and the District with the District bearing the cost. The District shall release the results to the employee. If the parties cannot agree on a physician, the District shall select the physician. The employee may seek a second opinion at their cost.

§ 12.5.13 If a unit member does not take the full amount of sick 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 in accordance with CalPERS/CalSTRS regulations. Members of alternative retirement systems are not eligible for sick leave conversion to service credit.

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

§ 12.5.15 Sick leave accrued by part time unit members who are not members of CalPERS/STRS will be immediately converted to be used as PTO time by the unit member. If the unit member were to become a CalPERS/STRS member, the unused PTO time would convert back to sick leave.

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

§ 12.6.1 A maximum of thirteen (13) days per fiscal year of absence from the unit member's sick leave account may be used by the unit member, at their 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.
5. Such other reasons approved by the Superintendent/President or designee.

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.)

through (4.) in Section 12.6.1. The Superintendent/President has discretion to require proof of all Personal Necessity Leave requests.

§ 12.7 Supplemental Personal Necessity Leave

12.7.1 In addition to the personal necessity leave referenced in section 12.6, a unit member may apply to Human Resources for a maximum of thirteen (13) supplemental personal necessity_days per fiscal year to be covered by the Catastrophic Leave bank for cases where the unit member or an immediate family member is ill or injured. Minimum years in paid status and exhaustion of all accrued paid leave time per sections 12.8.3 and 12.8.4 apply to requests for supplemental personal necessity leave.

§ 12.8 Catastrophic Leave

§ 12.8.1 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.

§ 12.8.2 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.

§ 12.8.3 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. Differential Pay applies when all leaves are exhausted, including Catastrophic Leave, then a substitute is hired.

§ 12.8.4 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.

§ 12.8.5 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.

§ 12.8.6 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).

§ 12.8.7 A unit member requesting catastrophic leave must receive the approval of the Vice President of Human Resources or designee. Upon the approval of the catastrophic leave, Human Resources will notify the employee's immediate supervisor of the unit member's leave status.

§ 12.8.8 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 the 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.

§ 12.8.9 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 District-wide, internal publication through Public Relations, or by special notice distributed by Human Resources.

§ 12.8.10 Human Resources 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.

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

§ 12.8.12 While a unit member is on catastrophic leave, using donated hours, the unit member shall continue to accrue vacation and sick leave.

§ 12.8.13 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.

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

§ 12.9 Maternity and Reproductive Loss Leave

§ 12.9.1 Maternity Leave

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.

§ 12.9.2 Reproductive Loss Leave

§ 12.9.2.1 For purposes of this Article, "reproductive loss" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Leave provisions in this Article that apply to immediate family members shall also apply to reproductive loss situations.

§ 12.9.2.2 A unit member who experiences a reproductive loss may utilize up to five (5) days of leave following each reproductive loss event, utilizing any applicable leave type(s) available under this Article for matters involving immediate family members. This leave must be taken within three (3) months of the reproductive loss event.

§ 12.9.2.3 If a unit member experiences multiple reproductive losses, the total amount of leave utilized under this section shall not exceed twenty (20) days within a twelve (12) month period.

§ 12.9.2.4 If both parents suffering a reproductive loss are employed by the District, each parent is entitled to utilize leave under this section, subject to the limitations herein and each parent's twenty (20) day maximum.

§ 12.9.2.5 Leave taken under this section shall be charged against the unit member's applicable leave balances in accordance with the provisions governing each leave type. If all applicable paid leave balances have been exhausted, any additional leave under this section up to the maximums provided shall be unpaid.

§ 12.10 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.

FMLA definitions shall be used to define and to interpret the following terms used in Article 12.10, except where CFRA applies:

- 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 child that is incapable of self-care because of a serious health condition or disability at the time the FMLA leave will start.
- 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 they were 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 involves: in-patient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
- d. A "son" or "daughter" includes individuals for whom the employee stood or is standing "in loco parentis" when FMLA allows leave for an eligible employee when the employee is needed to care for certain qualifying family members (child, spouse or parent) with a serious health condition.
- e. Eligible employees may take CFRA leave for a child, spouse, registered domestic partner,

parent, parent-in-law, grandparent, grandchild, sibling, or someone else related by blood or in a family-like relationship with a serious health condition.

§ 12.10.1 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.

§ 12.10.2 Purposes For Which Leave May be Taken

1. Birth, adoption or foster care placement of a child.
2. Bonding with a new child or care of a child (including foster, step and adult children if they are incapable of self-care because of a serious health condition or disability and legal wards), parent or spouse with a serious health condition, or a serious health condition which renders the unit member unable to perform their 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.
5. Disability of the unit member [except that CFRA excludes pregnancy disability, which is covered under Government Code Section 12945(b)(2)].

§ 12.10.3 Duration of Leave

1. All leave is paid by the unit members existing leave balances and unpaid when leave balances are exhausted.
2. Leave may be taken for a total of twelve (12) work weeks in a twelve (12) month period.
3. Leave taken per 12.10.2.4 may be taken for a total of twenty-six (26) work weeks in a twelve (12) month period.
4. Leave is pro-rated for part-time unit members.
5. Intermittent leave in the form of reduced workdays 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.

§ 12.10.4 Time for Commencement of Leave

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.

Pregnancy disability leave is treated separately under CFRA (See Government Code Section 12945(b)(2)).

§ 12.10.5 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 (Human Resources) 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.

§ 12.10.6 Continuation of Health & Welfare Benefits

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.

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.

§ 12.10.7 Status While on Leave

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

§ 12.10.8 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.

§ 12.10.9 Verification

The unit member shall provide acceptable written verification to Human Resources of the need for leave to care for a spouse, parent or child or for the unit member's own serious health condition.

Verification may be provided by a physician, osteopath or other health care provider designated by the U.S. Secretary of Labor.

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.

§ 12.10.10 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.

§ 12.11 Parental Leave

A unit member may request Parental Leave for up to twelve (12) work weeks during the year immediately following:

- a. Birth of the unit member's child;
- b. Placement of a child with the unit member for adoption or foster care;

Parental Leave under this paragraph runs concurrently with parental leave pursuant to the California Family Rights Act.

Parental Leave under this paragraph runs concurrently with the unit member's current and accumulated sick leave.

- a. Upon exhaustion of current and accumulated sick leave, a unit member is entitled to receive Difference Pay, but only if the employee is eligible for and continues to be absent from duty pursuant to the California Family Rights Act.
- b. Difference Pay means the difference between the unit member's salary and the amount paid to a substitute who fills their position. However, a unit member utilizing Difference Pay for the purpose of Parental Leave, must be paid at a rate not less than 50% of their regular salary.

§ 12.12 Parental Leave (Using Personal Necessity Leave)

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 their infant's birth.
- b) A non-biological parent may use leave pursuant to the section within the first year of legally adopting a child.

§ 12.13 Child Rearing Leave

§ 12.13.1 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 their child.

§ 12.14 General Leaves

§ 12.14.1 When no other leaves are available, a general 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 Board of Trustees and the unit member.

§ 12.14.2 Unit members may apply to the Board of Trustees for general 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.

§ 12.14.3 For general leaves of ten (10) days or less, advance approval must be given by the

immediate supervisor and appropriate component administrator.

§ 12.15 Industrial Accident and Illness Leave

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.

§ 12.15.1 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.

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

§ 12.15.3 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.

§ 12.15.4 While receiving workers' compensation, the unit member shall utilize the allowable 60 days of Industrial Accident Leave. The District will be reimbursed for temporary disability payments on behalf of the injured unit member directly from the workers' compensation administrator. Temporary disability payments are non-taxable. Upon receipt of this reimbursement, the unit member's taxable wages will be adjusted accordingly.

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

§ 12.15.6 While a workers' compensation claim is pending or under dispute, the unit member's absence should be treated as use of sick leave. If the workers' compensation claim is later upheld, the District will credit back the sick leave up to 60 days.

§ 12.15.7 During any paid industrial accident and illness absence, the qualified unit member will receive their full salary with normal retirement and other authorized contributions deducted.

§ 12.15.8 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 their 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 their supervisor must understand the nature of the restrictions placed upon the unit member.

If the release has medical restrictions, the unit member must meet with Human Resources and their 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 their 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 shall be considered for transfer to another District position (outside of the unit member's classification) under the provision of this Agreement, or shall 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.

§ 12.15.9 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.

§ 12.15.10 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.

§ 12.15.11 Unit members with five (5) years of continual service to the District, on leave under this section who have successfully been retrained shall 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.

§ 12.16 Custodial Substitute Utilization

§ 12.16.1 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.

§ 12.17 Terms For Leaves of Absence

§ 12.17.1 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.

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

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

§ 12.18 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.

§ 12.19 Family School Partnership Act

§ 12.19.1 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.

§ 12.20 Monitoring Absences

§ 12.20.1 Upon returning from any absence (vacation, sick leave, medical appt., etc.) the unit member will complete and submit a Notice of Absence (NOA) to their supervisor within 10 working days, who will approve or decline to approve it within 10 working days. The unit member may utilize accrued vacation and/or CTO for any type of absence. If the unit member wishes to charge absences to vacation and/or CTO that would otherwise be eligible for Sick Leave usage, this can be accomplished by checking the appropriate box on the Notice of Absence Form (i.e. Vacation as Sick Leave Usage or Compensatory Time (CTO) as Sick Leave Usage.) If the unit member fails to submit an NOA within 10 working days, the supervisor will complete an NOA within 10 working days, 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.

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.

§ 12.20.2 As identified in Article 5.12.1, contractual release time requires the unit member to complete and submit an NOA. The NOA for this release time will be submitted monthly. The contractual release identified in the following Articles is to be reported via NOA:
~~Contractual release time to be reported is identified in the following Articles:~~

- ~~5.6.1 (– SEIU Conferences), Unit Meetings and Membership Meetings~~
- ~~5.8.4 (– Classified Executive Council)~~
- ~~5.11.1 (Negotiations) only with respect to SEIU negotiation prep time,~~
- ~~5.8.5 (– Job Steward)~~
- 5.11 – Negotiations prep time
- ~~22.1 (– Educational Release Time Program)~~
- ~~22.2 (– In-Service Training)~~

~~The contractual release time for SEIU negotiators to attend bargaining sessions with the District; and for unit member’s participation on District standing, ad-hoc, and interview committees as identified in Article the following Articles does not need to be reported via an NOA:~~

- ~~5.9 (District– Committee Assignments/Interview Committees), and 15~~
- ~~5.10.1 (Safety Committee) does not need to be reported.- Ratification~~
- 5.11 – Negotiations – negotiators attendance at bargaining sessions with the District
- 5.14.5 – New Employee Onboarding/Benefit Orientation
- 7.13 – Compensation During Training Periods