

ARTICLE 20

LEAVES

A. Sick Leave

1. Earning Sick Leave (Ed. Code 44978)

- a. Every full-time unit member who works the regular work year shall be entitled to ten (10) days of paid sick leave each year of employment.
- b. Unit members working a longer contract than the regular work year shall be entitled to one (1) additional day of sick leave for every twenty (20) days worked above the regular work year.
- c. Part-time unit members shall be entitled to the same pro rata of ten (10) days sick leave that their assignment bears to a full-time assignment.
- d. Sick leave earned during extended school year (ESY) will be accruable at the rate of two (2) hours per ten (10) days (or forty (40) hours) worked up to a maximum earning of six (6) hours per ESY. No sick leave will be accrued for those working less than ten (10) days.
- e. At the beginning of each school year, unit members shall receive their new sick leave credit for the year. Unused sick leave shall accrue from school year to school year.

2. Usage of Sick Leave

- a. Sick leave may be used for personal illness, injury, medical or dental appointment, or quarantine.

- b. Fifty percent (50%) of the unit member's current year sick leave (a maximum of five (5) days) may also be used to attend to the illness of the unit member's immediate family (See Article 3 – Definitions).
- c. Use of sick leave entitlement shall be computed on actual time taken, rounded to the nearest quarter (1/4) hour.
- d. The Superintendent may require a physician's verification of illness if a unit member has been on sick leave for five (5) or more consecutive days or in situations where an abuse of sick leave is reasonably suspected by the program administrator.
- e. Unit members may utilize accumulated sick leave either during the regular school year or during the extended year program.
- f. The Human Resources Department shall provide each unit member with a written statement of: (1) his/her accrued sick leave total, and (2) his/her sick leave entitlement for the school year.

B. Extended Illness Leave (Ed. Code 44977)

- 1. Upon exhaustion of all accumulated sick leave, a unit member who is absent because of illness or accident shall receive each workday, for an additional period of up to five (5) school months, the difference between her/his daily pay and the amount that would be paid to a substitute whether or not a substitute is employed based upon the substitute rate established by the Superintendent for a unit member. If the unit member is still unable to return to work at the end of the five (5) school month period, a probationary unit member shall be placed on a twenty-four (24) month

reemployment list, or a permanent unit member shall be placed on a thirty-nine (39) month reemployment list. (Ed. Code 44978.1)

2. The leave available under this section shall be subject to the following conditions:

- a. The exhaustion of all accumulated leave and the five (5) month period shall run consecutively; and
- b. A unit member shall only be entitled to one (1) five (5) school month period for each illness or accident, however, if the school year terminates before the five (5) month period is exhausted, the balanced of the five (5) month period may be completed in a subsequent school year.

C. Personal Necessity Leave

1. Every unit member shall be entitled to use ten (10) days of his/her sick leave allotment during each school year in case of the following:

- a. Death or serious illness of a member of the immediate family.
- b. Accident involving the unit member's person or property or the person or property of a member of the immediate family.
- c. Imminent danger to the home or personal property of the unit member occasioned by flood, storm, or fire.
- d. Child adoption procedures.
- e. Any other reason, including essential and necessary business transactions which cannot be handled outside the hours of duty assignments and that is approved by the Superintendent.

2. A unit member shall not be required to secure advanced permission to use

personal necessity leave in (a), (b), and (c) above.

- a. Use of personal necessity leave shall be computed on actual time taken, rounded to the nearest quarter (1/4) hour.

D. Compelling Personal Importance Leave

1. Up to six (6) days of Personal Necessity may be used each year by a unit member, at his/her election, in case of “compelling personal importance.”
2. A unit member may take such leave if he/she follows the required reporting procedures as defined in Superintendent Policy.
3. Leaves pursuant to this section may not be used for work stoppage (strikes) by the Association.

E. Industrial Accident and Illness Leave

1. Industrial accident and illness leave is an injury occurring while performing employment and caused by the employment as further defined in Section 3600 of the Labor Code.
2. A unit member shall be entitled to sixty (60) days of industrial accident and illness leave annually for the same accident. Such leave shall not be accumulative. Such leave shall commence on the first day of absence.
3. The total of the unit member’s temporary disability indemnity and the portion of salary due the unit member during the unit member’s absence shall equal the unit member’s full salary.
4. The report of an industrial accident or illness shall be kept on file in the County Office.

5. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Superintendent shall not deduct accumulated sick leave allotment of a unit member who is absent as a result of an industrial accident or illness until such time as the sixty (60) days of industrial leave have been exhausted.
6. Industrial leave shall be reduced one (1) day for each day of authorized absence. When the leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due the unit member for the same illness or injury.

F. Bereavement Leave

1. Every unit member shall be entitled to three (3) days paid leave of absence, or five (5) days if travel of more than two hundred (200) miles is involved, on account of the death of any member of the unit member's immediate family.
2. Such leave may, by Superintendent approval, be extended to five (5) or seven (7) days, respectively. This leave shall not be deducted from sick leave.

G. Pregnancy Disability Leave (Ed. Code 44965)

1. A female unit member who is determined by her physician to be temporarily disabled due to pregnancy, miscarriage, abortion, childbirth, or recovery there from is qualified for pregnancy disability leave. The Superintendent may require verification of such in writing.
2. The length of the leave of absence, including the date on which the unit member shall resume duties, shall be determined by the unit member and the

unit member's physician. The unit member shall provide as much advance notice of the leave request as possible under the circumstances.

3. A unit member shall receive the first ten (10) days of absence as paid pregnancy disability leave prior to using sick leave.
4. A unit member who exhausts all sick leave while still qualifying for pregnancy disability may use extended sick leave or unpaid family care and medical leave.

H. Parental Leave: (Maternity or Paternity Leave)

Effective January 1, 2017, pursuant to Ed. Code 44977.5, eligible unit members may elect to utilize twelve (12) work weeks in any twelve (12) month period of maternity/paternity leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member. The unit member must have completed twelve (12) months of employment with SCSOS to be eligible for this leave.

1. This leave is in addition to any other differential pay provided under pre-existing statutes.
2. The twelve (12) work weeks do not need to be taken in one continuous period, however the entirety of the parental leave must be completed within twelve (12) months of the qualifying date. Intermittent schedule must be agreeable by both parties.

3. If a school year ends before the twelve (12) work week period is exhausted, the employee may take the balance of the twelve (12) work weeks in the subsequent school year.
4. Commencement of Leave:
 - a. For birthing mothers, the 12-month period commences after any pregnancy disability leave has concluded.
 - b. For non-birthing parents, the 12-month period commences on the first day of such leave.
5. Pursuant to Education Code section 44977.5, if an unit member exhausts his/her accumulated sick leave prior to expiration of the twelve (12) work weeks of maternity/paternity leave, s/he shall be entitled to differential pay, and compensated at no less than 50% of their regular pay, as defined in this Education Code section for the balance of the twelve (12) work week period. Unit members are not required to utilize sick leave however; unit members are only eligible for difference pay once sick leave is exhausted.

I. Family Care and Medical Leave

1. An eligible unit member shall be granted unpaid leave, upon request, for the following purposes: (1) the birth of a child or care of a newborn of the unit member; (2) the adoption or foster care placement of a child with the unit member; (3) care for a child, parent or spouse who has a serious health condition; or (4) a serious health condition of the unit member making him/her unable to perform his/her work. "Serious health condition" and other

criteria are defined by federal law (29 U.S.C. §§2601, et. seq.) and state law (Gov. C. §§ 12945.1, et. seq.).

2. Unit members must have been in paid status for at least one thousand two-hundred fifty (1,250) hours during the past twelve (12) months prior to using this leave to be eligible.
3. Such unpaid leave runs concurrently with any paid leave the unit member may be eligible for (e.g., sick leave, personal necessity leave) except pregnancy disability leave. A unit member who requests unpaid Family Care leave shall use all paid leave that is relevant to the absence (e.g., sick leave, extended illness leave) until such leave is exhausted during the otherwise unpaid leave period.
4. During this leave, the County Office shall pay for the unit member's health benefit coverage except that the cost of health benefits may be recovered if the unit member fails to return to work after leave for reasons within his/her control.
5. Detailed information can be found in Superintendent Policy Administrative Regulation No. SP/AR 4161.8 Family Care and Medical Leave.

J. Study Leave

1. The Superintendent may grant a unit member an unpaid, non-benefit leave of absence to pursue educational improvement and advancement. Such leave shall be for a maximum of one (1) school year.
2. A unit member shall apply to the Superintendent for such leave no later than eight (8) weeks before its anticipated commencement.

K. Jury Witness Leave

1. Unit members shall be provided leave, without loss of pay, for regularly scheduled jury duty or to appear as a witness in court in response to a subpoena or official order of a court or agency of competent jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.
2. The unit member shall reimburse the County Office for all payments received for serving on jury duty except mileage and per diem expenses.

L. Sabbatical Leave

1. Unit members who have served seven (7) consecutive years as a unit member of the County Office may be granted a sabbatical leave on approval of the Superintendent.
2. The number of unit members on leave during any one semester shall be limited to two (2) unit members employed by the Superintendent.
3. If the number of eligible unit member applicants does not exceed two (2), each of the applicants may be granted Sabbatical Leave so long as the purpose of such leave is to pursue an approved program of study, research, or travel which will be of benefit to the schools.
4. If the number of eligible unit member applicants exceeds the two (2) maximum, selection shall be made on the basis of county-wide seniority subject only to the same “purpose of program” restriction referred to in the preceding sentence.

5. While on Sabbatical Leave, a unit member shall be eligible for sick leave as enumerated in this Article with verification of the attending physician.
6. The Superintendent shall pay a unit member who is on a semester Sabbatical Leave his/her full salary for such period. The Superintendent shall pay a unit member who is on a full year Sabbatical Leave fifty percent (50%) of his/her full salary for such period.
7. A unit member returning from a Sabbatical Leave will be entitled to return to his/her original position and shall serve the County Office twice the amount of time as his/her Sabbatical Leave.

M. Personal Endeavor Leaves

1. The Superintendent may grant a unit member, upon request, an unpaid leave of absence for up to one (1) school year to pursue personal endeavors, such as, but not limited to, study, exchange teaching, Peace Corps, VISTA, or other personal interests.

N. Catastrophic Leave

1. Purpose:

- a. To allow unit members to donate unused sick leave hours to other unit members to use when they have a catastrophic illness or injury, as defined under Education Code 44043.5.

2. Eligibility:

- a. A unit member becomes eligible to receive catastrophic leave donations when the unit member has exhausted all his/her accrued leave AND has an illness or injury that is expected to incapacitate the

unit member for a period of at least ten (10) working days, or that incapacitates a member of the unit member's family which incapacity requires the unit member to take time off work for a period of at least ten (10) working days to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave.

- b. "Family Member" is defined in Article 3, Section C (immediate family) of the bargaining unit language.
- c. Workers' compensation injuries and illnesses are excluded from eligibility under this leave privilege since leave provisions and wage payments for those cases are separately provided for.
- d. Participation is voluntary, but requires a contribution to the bank. Only contributors will be permitted to withdraw from the bank.

3. Request to Receive Donation Procedure:

- a. Only current year contributors may request to receive donations from the bank. Requests for receipt of catastrophic leave donations will be processed by the Human Resources Department. The eligible unit member must submit their written request for donations using the "Employee Request to Receive Donation of Catastrophic Leave" form accompanied by a medical statement from the attending physician, including a brief statement of the nature of the illness or injury and an estimated time the unit member will be unable to work.

- b. The Human Resources Director and the CTA Local Chapter President together will determine that the unit member is unable to work due to the unit member's or his/her family member's catastrophic illness or injury and that the unit member has exhausted all accrued paid leave credits. When both are determined, the Human Resources Director shall process the transfer of accrued sick leave credits to the requesting unit member as needed, not to exceed twenty (20) days per school year.
- c. Donations will be available for use by the recipient on the next payday following approval of the request. Donations will be distributed in the order in which they are received. Donated time is treated as sick leave accrued by the recipient of the donation.
- d. Unit members receiving donations will be placed on FMLA leave concurrently with their Catastrophic Leave.

4. Donation Procedure:

- a. Unit members may donate accrued sick leave to the catastrophic leave bank. Donation of leave will be strictly voluntary; the identity of leave donors will be held in absolute confidence. Donations to the bank can be made by unit members provided they meet the following criteria:
 - (1) Donations must be made in whole day increments with a minimum of one day and a maximum of two days per school year.
 - (2) Donors may donate sick leave if they have a sick leave balance after donation

of at least nine (9) days of sick leave. (3) Donations to the leave bank are irrevocable and cannot be reclaimed by the donor.

- b. Donations will be converted to hours. Hours shall be contributed to the bank without regard to the daily rate of pay of the donor. Donations will be accepted one time per school year during the established “open donation period.” The “open donation period” will be held in the first ten working days of October each year. A notice will be mailed to all unit members giving them the opportunity to donate to the leave bank.
- c. Unit members wishing to donate time are required to submit the “Catastrophic Leave Donor Form” to the Human Resources Department by the required deadline. Donations will not be accepted after the deadline and incomplete donation forms will not be processed.
- d. Human Resources will verify that the donating unit member has the minimum required leave balance required for donation; convert donated time to hours; subtract from the donor’s leave balance; and add to the Catastrophic Leave Bank balance.
- e. Hours in the Catastrophic Leave Bank shall accumulate from school year to school year (July 1 to June 30). Should the bank fall below a level determined by the Human Resources Director and the CTA Local Chapter President, a special “open donation period” will be implemented. Should the bank’s accrual exceed a level to be

determined by the Human Resources Director and the CTA Local Chapter President, donations of current participants will be suspended until the next open donation period. However, new participants will be allowed to donate during this time.

- f. If the Catastrophic Leave Bank does not have sufficient hours to fund a withdrawal request, the Superintendent is under no obligation to provide hours, and is under no obligation to pay the participant any funds whatsoever.

O. Directed Donation

1. A unit member may make a directed donation of their leave to a fellow unit member that has exhausted his/her leave. Such donations must come from a unit member's accrued sick leave.
2. Donations will be deducted in full day increments and will be converted to hours for the receiving unit member. Hours shall be contributed to the recipient without regard to the daily rate of pay of the donor.
3. Any unused leave from a directed donation shall stay with the receiving unit member.
4. Participation in the Directed Donation shall not preclude a unit member from participating in the Catastrophic Leave Bank.
5. All sick leave donations shall be submitted in writing on the Directed Donation Donor Form, dated, and bear the signature of the donor.