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ARTICLE 14. LEAVES OF ABSENCE

14.1 Sick Leave

14.1.1 Bargaining unit members are entitled to utilize sick leave for absences resulting from illness or injury as set forth in this Article.

14.1.2 A bargaining unit member employed five (5) days a week accrues sick leave at the rate of one (1) day for each month of paid service. A day of sick leave pay shall be at the same rate as a regular day of work for the employee. Each pay period's accrual of sick leave shall be credited in hours, and each pay period's usage of sick leave shall be deducted in hours.

14.1.3 Upon initial employment with the District, the bargaining unit member is credited with the sick leave that would normally accrue during the first six (6) months of service. The probationary employee may request up to two (2) of these days for personal necessity as defined in 14.2. The balance of the first year's entitlement shall be credited if the bargaining unit member attains permanent status.

14.1.4 Bargaining unit members who have attained permanent status shall be credited with a year's full entitlement of earned sick leave at the beginning of each fiscal year.

14.1.5 Unused sick leave may be accumulated without limit. Sick leave does not normally accrue during periods of absence without pay.

14.1.6 Prior to the payment of sick leave pay, verification of illness or injury may be required from a licensed physician or physician's assistant if a pattern of absences or other unusual circumstances cause the District to believe that there is a question of valid grounds existing for the claimed absence. In the event the absence extends for five (5) or more consecutive days due to illness or injury, verification of illness or injury shall be required from a licensed physician. A medical release to return to work may also be required by the District.

14.1.7 Upon a bargaining unit member's separation from the District, any sick leave taken but not earned at the time of separation shall be deducted from the member's final payroll warrant.

14.2 Personal Necessity Leave

14.2.1 A permanent bargaining unit member may request to use up to seven (7) days of accumulated sick leave in any one (1) fiscal year **for personal necessity. This leave shall not accumulate from year to year. The use of sick leave for personal necessity is**

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authorized for **any one or all of** the following events **but not for each** related to personal necessity:

14.2.1.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Bereavement Leave section;

14.2.1.2 As a result of an accident or illness involving the bargaining unit member's person or property or the person or property of a member of their immediate family;

14.2.1.3 When resulting from an appearance in any court as a litigant, or as a witness under an official order;

14.2.1.4 In the case of an emergency which is beyond the control of the bargaining unit member or for such other reasons of compelling personal importance.

14.2.1.5 **Observances of religious holidays or civil obligation which cannot be conducted before or after the workday.** ~~The use of up to seven (7) days of accumulated sick leave is authorized for any one or all of the above but not for each. If more than seven (7) days are taken in any one fiscal year for these purposes, earned vacation time or leave (without pay) shall be used.~~

14.2.1.6 Matters pertaining to personal welfare.

14.2.1.7 Compelling personal matters that cannot be conducted after the work day, such as attending to a child's educational needs, appointments with professionals (attorneys, accountants, etc.), and attendance at immediate family weddings.

14.2.2 If more than seven (7) days are taken in any one fiscal year for these purposes, earned vacation time or leave (without pay) shall be used.

14.2.3 ~~2~~ Personal necessity shall not include the use of such leave for any of the following:

- (a) Attendance at, or participation in functions or activities which are primarily for the bargaining unit member's pleasure, amusement or personal convenience.
- (b) The extension of holidays, vacation periods or weekends for personal convenience.
- (c) Seeking or engaging in paid employment.
- (d) Participating in Association activities and/or activities related to concerted activities or work stoppages.

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14.2.4 3 Advance notification (at least twenty-four (24) hours) to the immediate supervisor must be provided for a bargaining unit member to be eligible to use sick leave for reasons related to personal necessity. Advance notice is not required in emergency situations, **(14.2.1.1, 14.2.1.2, and 14.2.1.4 above)**, where it is not feasible for the bargaining unit member to provide such notice.

14.2.5 4 When advance notice is given prior to ten (10) days before the requested leave, the District shall provide an approval/denial response within five (5) working days of the request. In cases where more than one (1) request is received for the same period of time, priority will be given to the first request received. **The site administrator may limit the number of employees who may use personal necessity leave on any one day with the exception of the use in emergency situations.**

14.2.6 5 Prior to the payment of sick leave pay for reasons related to personal necessity, the District ~~shall~~ may require **completion of the Absence Verification Form (Appendix F).** ~~verification of the personal necessity. The decision whether to require verification or not shall be in the sole discretion of the District.~~

14.2.7 6 A bargaining unit member, who has attained permanent status may use **four** ~~two~~ **(2 4) no-tell** discretionary days per **fiscal** year, to be deducted from personal necessity leave, without submitting the verification ordinarily required for use of a sick leave day for personal necessity. Twenty-Four (24) hours prior notification must be given to the bargaining unit member's site administrator, except in emergency situations where no advance notice is required. The site administrator ~~must approve this leave and~~ may limit the number of employees who may use this leave on any one day.

14.3 Differential Leave

14.3.1 Unit members who continue to be absent on account of illness or injury (whether or not the absence arises out of, or in the course of, employment), shall be eligible for up to a total of 100 working days of paid sick leave at differential pay provided the employee provides a written statement for their attending physician verifying the illness or injury. Differential pay shall be fifty percent of the unit members per diem salary. Unit members on differential leave shall be entitled to the same level of fringe benefits as if not on leave. The total period of absences for differential leave, including any catastrophic illness or injury leave, shall not exceed 100 working days. The 100 working days shall run concurrently with the unit member's regular sick leave.

This article applies to leave that begin on or after July 1, 2018.

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14.3.2 A unit member returning from differential leave shall be restored to a position within the classification to which the bargaining unit member was assigned with all the rights, benefits and burdens of a permanent bargaining unit member. If at all possible, the bargaining unit member may be assigned to the previous work location.

14.4 Catastrophic Illness or Injury Leave

14.4.1 Catastrophic illness means an illness or injury that is expected to incapacitate the unit member for at least thirty (30) calendar days. Catastrophic Illness or Injury Leave is not an extension of sick leave.

14.4.2 Catastrophic Illness or Injury Leave runs concurrently with Differential Leave and provides that the bargaining unit member shall be paid at their normal rate of pay for each day of the absence.

14.4.3 Bargaining Unit Members who have a valid and approved Worker's Compensation claim are not eligible for Catastrophic Leave.

14.4.4 A permanent bargaining unit member who has exhausted all of their accrued sick leave, including current year sick leave, and continues to be absent on account of catastrophic illness or injury shall be eligible for catastrophic leave as follows:

- after one year of continuous employment - eligible for up to one month of leave
- after two years of continuous employment - eligible for up to two months of leave
- after three years of continuous employment - eligible for up to three months of leave
- after four years of continuous employment - eligible for up to four months of leave
- after five years of continuous employment - eligible for up to five months of leave

14.4.5 The bargaining unit member shall request the catastrophic leave on a District Form accompanied with a physician's statement certifying eligibility. The application shall be reviewed by a committee consisting of two (2) Association representatives and two (2) District representatives. The Director, Operations shall serve as the chairperson and shall facilitate the work of the committee. The Director, Operations shall vote only in the case of a tie vote by the committee. The committee shall establish guidelines for determining the eligibility and approval process for the catastrophic leave. The committee shall provide its recommendation to the Assistant Superintendent, Human Resources or designee who shall take "such" recommendation to the Governing Board whose decision shall be final. The Committee or the District may require an independent medical examination by a licensed physician selected by the District at District expense.

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14.4.6 The maximum amount of leave that may be used at any one time is five (5) months and runs concurrently with Differential Leave. This leave does not accumulate from year to year. A new application and review shall be required for each catastrophic Illness or Injury Leave request.

14.5 Additional Leave for Nonindustrial Accident or Illness

14.5.1 A permanent bargaining unit member who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The Board may renew the leave of absence, paid or unpaid, for two additional six-month periods or lesser leave periods that it may provide but not to exceed a total of 18 months.

14.6 39-Month Rehire List

14.6.1 If a bargaining unit member is unable to assume the duties of their position upon exhaustion of all available leaves, the bargaining unit member shall then be placed on a reemployment list for thirty-nine (39) months.

14.6.2 When the bargaining unit member is released for full work or reduced hours without accommodations during the thirty-nine (39) months and the bargaining unit member is able to assume the duties of their position, the bargaining unit member shall provide the District, in writing, appropriate verification of their availability to be reemployed.

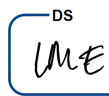
14.6.3 Upon receipt of appropriate written verification, the bargaining unit member shall be reemployed in the job classification of the bargaining unit member's previous assignment in the first vacancy in any classification for which the bargaining unit member is qualified. Such reemployment will take precedence over all other applicants except for those laid off for lack of work or lack of funds, in which case the bargaining unit member shall be ranked according to seniority. Upon resumption of the bargaining unit member's duties the break in service will be disregarded and the bargaining unit member will be fully restored to permanent status.

14.7 Family and Medical Leave

14.7.1 The District will abide by all provisions of the federal and state Family and Medical Leave Laws. A bargaining unit member shall be entitled to up to twelve (12) weeks of such Family Medical Leave per 12-month period measured forward from the date an employee's

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first family leave begins. Upon approval, this leave shall be available for use by the bargaining unit member for the reasons allowed by the law **and shall run concurrently with other eligible leave available under federal and/or state leave laws.**

14.7.1.1 During such 12 week period, health and welfare benefits shall continue to be provided to the bargaining unit member in the same manner as if they were performing their regularly assigned duty.

14.7.1.2 All legal eligibility requirements for entitlement to such leave shall apply, with the following two expansions of the federal law minimums.

14.7.1.2.1 A bargaining unit member who has been employed for at least twelve (12) months AND who has been in a paid status for at least nine hundred (900) hours during the previous twelve (12) months immediately preceding the commencement of leave is eligible for such leave.

14.7.1.2.2 The leave shall be available for a unit member to care for a seriously ill member of their immediate family who is not a parent, child or spouse of the unit member but who is living in the household of the bargaining unit member and who is a legal dependent (for federal income tax purposes) of the bargaining unit member.

14.87.2 New Child Leave

~~14.7.28.1~~ Upon written request, a **A** bargaining unit member upon the birth or adoption of a child will be entitled to up to three (3) days of leave with pay upon the birth, or adoption, **or foster placement** of a child **or pregnancy-related medical condition.** The ~~for a~~ bargaining unit member **must provide the District a written statement by the unit member's attending medical professional, or foster/adoption documentation.** ~~who is a natural or adoptive parent.~~ Such leave shall run concurrently with any leave available under federal and/or state Family and Medical Leave laws. However, in cases of disability arising out of pregnancy or childbirth, other leaves of absence shall also be available, as provided by statute and/or contract.

~~14.7.2.2~~ To receive such leave with pay, the bargaining unit member may be required to provide verification of the birth or adoption.

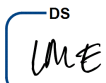
~~14.87.2.3~~ Upon request, an additional leave of absence may be granted by the Governing Board upon the birth or adoption of a child. Such leave shall be without pay and without benefits and shall run concurrently with any leave available under federal and/or state Family and Medical Leave Laws.

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14.9. Paid Parental Leave

14.9.1 The District shall abide by provisions in the law regarding paid parental leave (Education Code 45196.1). The law allows eligible bargaining unit members to use up to 12 work weeks of sick leave after the birth of a child or placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

14.9.2 Unit members accessing parental leave under this section shall first utilize paid leave provided by 14.7.2.1 and may then use sick leave for the remainder of their leave period.

14.9.3 The District will abide by provisions in the law regarding coordination of this leave with other allowable leaves.

14.107.3 Family Care Leave

14.107.3.1 ~~With Upon written request, advance notification to their immediate supervisor (at least twenty-four (24) hours), except in cases of emergency (where the unit member notifies the supervisor as soon as possible),~~ **permanent bargaining unit members may request** the District will provide up to five (5) days of leave with pay in any fiscal year for a bargaining unit member to care for a member's spouse, registered domestic partner, parent, child (as defined under FMLA), or a member of their immediate family who is living in the member's household and who is a legal dependent (for federal income tax purposes) of the bargaining unit member. **Advance notice is not required in emergency situations where it is not feasible for the bargaining unit member to provide such notice.** Such leave is not cumulative and shall run concurrently with any leave available under federal and/or state Family and Medical Leave laws.

~~14.710.3.2~~ To receive such leave with pay, the bargaining unit member may be required to provide verification of the illness of the family member.

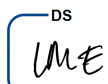
14.811 Bereavement Leave

14.118.1 A bargaining unit member shall be granted a leave with full pay not to exceed a maximum of five (5) work days in the event of the death of a member of the immediate family of the bargaining unit member. **Such leave is available for use within nine (9) months after the date of the event.**

14.118.2 In addition, a bargaining unit member may request bereavement leave with pay for up to five (5) work days upon the death of a member of the family of a bargaining unit

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member who is not included in the unit member's "immediate family." Such request will be considered by the Governing Board, which has the discretion to grant or deny the requested leave.

14.8**11.3** Upon request of the bargaining unit member, two (2) additional days of leave with pay may be granted for travel time where the Assistant Superintendent, Human Resources or designee deems that such additional leave is appropriate in the circumstances. **Bargaining unit members may also use personal necessity leave in accordance with 14.2.1.1 if additional days are needed.**

14.8**11.4** ~~To receive such leave with pay, t~~The bargaining unit member **shall notify the immediate supervisor as soon as possible of the expected duration of the absence by phone or email** ~~must submit notice, and may be required to provide verification of the death of the family member.~~

14.8**11.5** This leave can be applied for retroactively, as long as the request for such leave is provided within ten working days of the last day of the leave.

14.9**12** Industrial Accident and Illness Leave

14.**129.1** A bargaining unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers Compensation Insurance Law, shall be granted paid industrial accident and illness leave for such accident or illness, as set forth below.

14.9**12.1.1** Such leave will begin on the first day of absence and shall continue for up to sixty (60) working days in any one (1) fiscal year for the same accident.

14.9**12.1.2** Such leave shall not accumulate from year to year.

14.**129.1.3** Payment for wages lost on any day shall not, when added to an award paid as a result of workers' compensation benefits, exceed the normal wage of the employee for the day.

14.**129.1.4** Such leave will be reduced by one day for each day of authorized absence, regardless of whether a compensation award is made under workers' compensation.

14.9**12.1.5** Such leave shall be limited to sixty (60) days for a single industrial injury or illness, even where the leave period overlaps from the end of one fiscal year into the beginning of a new fiscal year.

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14.9~~12~~.2 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other available sick leave may then be used.

14.~~129~~.2.1 Any time a bargaining unit member is receiving workers' compensation benefits, the bargaining unit member shall be entitled to use only so much of the bargaining unit member's accumulated or available sick leave, vacation or other available leave, which, when added to the workers' compensation award, will provide for up to a full day's wage. This shall be accomplished by the unit member endorsing to the District the benefit checks received through workers' compensation. The District, in turn, will issue the appropriate pay checks, less ordinary deductions.

14.9~~12~~.3 During such leave the bargaining unit member may return to the bargaining unit member's position without suffering any loss of status or benefits. The District may require a physician's authorization to return to work prior to reinstatement.

14.~~129~~.4 Periods of paid or unpaid leave of absence due to industrial illness or injury shall not be considered a break in service of the bargaining unit member.

14.~~129~~.5 When all available leaves of absence, paid or unpaid, have been exhausted and the bargaining unit member is not medically able to assume the duties of the bargaining unit member's position refer to section 14.6.

14.~~129~~.6 A bargaining unit member who has been placed on a reemployment list as provided in this section, and who has been medically released to return to duty and who fails to accept an appropriate, offered assignment, shall be dismissed from employment and removed from the reemployment list.

14.9~~12~~.7 Any bargaining unit member receiving benefits under this section shall remain within the State of California during the time while such benefits are being received, unless the Governing Board authorizes in advance out of state travel.

14.13~~0~~ Educational and Organizational Leaves

14.40~~12~~.1 At the request of a bargaining unit member, the member may, with the approval of the Governing Board, be granted a leave of absence, not to exceed one (1) year, for the following purposes:

14.40~~13~~.1.1 To attend regularly or specially scheduled classes, workshops, field trips, etc. offered or sponsored by industrial concerns or accredited colleges or universities, or

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14.4013.1.2 To attend meetings, conventions or conferences of associations, or

14.4013.1.3 To visit other school districts to observe work practices there and improve job-related skills.

14.4013.2 The District shall have discretion to determine the number of days and the amount of compensation, if any, allowable for such request.

14.144 Military Leave

14.144.1 Upon request and with approval by the Human Resources Office, a bargaining unit member may be granted a military leave with pay.

14.144.2 In order to qualify for any leave under this section, a bargaining unit member must notify the Assistant Superintendent, Human Resources or designee of the need for leave as soon as the bargaining unit member becomes aware of the need for such leave.

14.144.3 If the leave is for a period of six (6) months or less, the bargaining unit member shall receive their regular pay, up to one month's pay, per fiscal year and shall continue to accrue vacation, sick leave, and credit towards step increments.

14.144.4 If the requested military leave is to exceed six (6) months, the bargaining unit member must have a minimum of one (1) year service with the District in order to qualify for such leave. For leaves in excess of six (6) months, the bargaining unit member shall receive one (1) month's salary, per fiscal year, but shall not receive any sick leave or vacation for the period of the bargaining unit member's military service, but shall earn credit toward salary increments and toward increased vacation accrual rates.

14.144.5 The bargaining unit member on military leave shall be required to report for work in the District within six (6) months after such leave has expired in order to claim any reemployment rights.

14.125 Personal Leave

14.125.1 Any permanent bargaining unit member may request in writing an unpaid leave of absence for personal reasons for a period of no less than 4 months and up to twelve (12) months. In order to be granted such leave, the request must be submitted by the bargaining unit member to the member's immediate supervisor or department head at least two (2) weeks in advance, except in cases of emergency. If the immediate supervisor or department head approves the request, the Assistant Superintendent, Human Resources or designee will review and submit the request to the Governing Board for final decision.

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14.12~~5~~.2 Such leave will be without pay and without benefits. However, during such leave, the bargaining unit member shall have the right to continue coverage for group health insurance if the bargaining unit member pays in advance the full premiums due for such insurance.

14.12~~5~~.3 No time in service shall accrue during such leave.

14.13~~6~~ Jury Duty Leave

14.13~~6~~.1 A bargaining unit member who has been officially summoned to jury duty and who is actually required to report to jury duty, shall be granted one day's paid leave for each day of such duty upon receipt of valid verification from the court where service was rendered.

14.13~~6~~.2 During such service, the bargaining unit member must return to the District the amount of jury fees, if any, paid to the bargaining unit member by the court. The bargaining unit member need not return to the District any transportation or parking expenses reimbursed by the court. Where the jury summons is for a court outside of the Woodland City Limits and the bargaining unit member is required to remain on jury duty past the lunch period, the bargaining unit member shall be allowed to deduct their reasonable lunch expenses from the jury fees returned to the District upon presenting valid meal receipt(s).