

## ARTICLE 14

### LEAVES

#### A. Sick Leave Accrual:

Earned sick leave is accrued on a monthly basis *at one (1) day of paid sick leave for each month of service* and shall be credited at the beginning of each fiscal year and computed on the basis of hours of actual services. Unit members shall receive this benefit on a pro-rated basis, which is the ratio of the hours of their duty assignment.

#### Sick Leave Usage:

Sick leave may be used for personal illness, injury, medical or dental appointment, or quarantine and provisions as described in this article.

1. Upon initial employment, unit member shall not be eligible to take more than six (6) days sick leave or the proportionate amount to which the unit member is entitled until the first day of the calendar month after completion of six (6) months of active service, or probationary period.
2. Deductions from sick leave shall be computed for actual time taken rounded to the nearest  $\frac{1}{4}$  hour.
3. 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.
4. Any sick leave used, but not earned, prior to separation from employment with Sutter County Superintendent of Schools shall be deducted from the final pay warrant.
5. The Superintendent reserves the right to request written verification by a medical physician of any illness that is in excess of four (4) consecutive days or in situations where the Superintendent suspects abuse of sick leave.
6. Use of Sick Leave for Family Illness:  
A unit member may use up to one-half of the current year's allotment of sick leave (e.g., five (5) days for a (ten) 10 month employee) to care for a

child, parent, spouse or domestic partner who is sick pursuant to definitions and requirements of Labor Code section 233.5.

B. Personal Necessity Leave:

(a) Every unit member shall be entitled to ten (10) days of their sick leave allotment during each school year in case of the following:

1. Death or serious illness of a member of the immediate family.
2. Serious accident involving the unit member's person or property or the person or property of a member of the immediate family.
3. Imminent danger to the home or personal property of the unit member occasioned by flood, storm, or fire.
4. Child adoption procedures.
5. Appearance in any court or before any administrative tribunal as a litigate party or witness under subpoena or any order made with jurisdiction.

A unit member shall not be required to secure advanced permission to use personal necessity leave in (1), (2) and (3) above. The authorizing administrator may ask for specific information relative to the request.

(b) Compelling Personal Importance Leave ("No Tell")

1. Up to five (5) days of Personal Necessity may be used each year by a unit member, at his/her election, in case of "compelling personal importance." Compelling Personal Importance Leave is not to be used in conjunction with vacation or holiday leave.
2. A unit member may take such leave providing he/she follow the required reporting procedures. If the unit member has not met these criteria, the full daily rate of pay shall be deducted for the period of absence.

a. Pre-Scheduled Absence:

(Personal Necessity, School Business, Vacation, etc.) The unit member must enter their absence in the automated absence/substitute calling system – AESOP. There are two ways to enter an absence, either via computer at [www.aesoponline.com](http://www.aesoponline.com) or via telephone at 1-800-942-3767. If the absence requires approval, based on the absence reason, after the absence is entered

into AESOP, an email will be automatically generated by the system to the unit member's supervisor requesting approval of the absence.

The unit member must then login to the AESOP system in order to determine if the absence has been approved or denied. This is the only method for a unit member to view the results of the requested absence. If a unit member does not have access to a computer, the unit member may utilize a computer in the Human Resources Department at the County Office.

The unit member must receive approval prior to taking the requested time off, or the unit member will be docked their full daily rate, and could be subject to disciplinary action.

b. **Unscheduled Absence: (i.e., illness, sick child, etc.)**

The unit member must enter their absence in the automated AESOP system (either via computer or telephone) and instruct the system to schedule a substitute if necessary.

In addition, unit members must follow their department protocol and contact (via telephone) either their supervisor, site secretary, or other designee informing them of their absence.

Unit members are expected to enter their absences in a timely manner (especially if a substitute is necessary). Classroom unit members will report absences by 6:00 am the day of absence(s) to allow Sutter County Superintendent of Schools (SCSOS) sufficient time to secure a substitute. The AESOP system will allow classroom staff to enter absences up to one hour before their start time. Non-classroom unit members are able to enter their absence up to the end of the work day the day of the absence (for those not requiring a sub). After that time, unit members must contact the Human Resources Department for assistance.

Failure to report absences is grounds for disciplinary action.

Leaves pursuant to this section may not be used for organizational activities by the Association. Deductions from personal necessity and compelling personal

importance leave shall be computed for actual time taken rounded to the nearest ¼ hour.

C. Family School Leave:

Pursuant to the Family-School Partnership Act, a unit member who is the parent, guardian, or grandparent of a child in his/her custody may use up to forty (40) hours per year, (maximum use of eight (8) hours per calendar month) for participation in their child's or grandchild's school or child care activities. The leave shall be deducted from either vacation, personal necessity or compensatory time at bargaining unit member's choice. (Per Labor Code 230.8)

D. Bereavement Leave:

A unit member shall be granted a leave with full pay in the event of a death in the unit member's immediate family. The leave shall be for a period not to exceed three (3) days. (Five (5) days if travel over 200 miles one way to the funeral location is necessary.) The immediate family is defined to include husband, wife, domestic partner, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepmother, stepfather, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, grandparent, grandchild, niece, nephew, uncle, aunt, or any relative living in the immediate household of the unit member.

E. Jury Duty:

A unit member shall be entitled to leave without loss of pay for any time the unit member is required to perform jury duty. The unit member will reimburse SCSOS that amount that he/she receives for jury duty service. Any meal, mileage, and/or parking allowance provided to the unit member for jury duty shall not be considered in the amount reimbursable to SCSOS.

F. Industrial Accident and Illness Leave:

In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of this state, unit member shall be entitled to the following benefits:

1. A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) work days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year; when any leave will overlap a fiscal year, the unit

member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

2. Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day.
3. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
4. The Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness Leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation pay which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
5. Any unit member absent from duty because of an Industrial Accident or Illness Leave, who has used all available paid leave pursuant to this Agreement and is unable to return to duty, may be granted a leave of absence without pay for further recuperation.
6. Any time a unit member on Industrial Accident or Illness Leave is able to return to work without restrictions he/she shall be reinstated in his/her equivalent position.
7. A unit member, prior to industrial accident or illness, may submit a completed Authorized Designated Doctor Form indicating the unit member will be treated by a physician of their choosing.
8. SCSOS reserves the right, at SCSOS expense, to require a medical examination by an SCSOS selected physician at any stage of an Industrial Accident claim.
9. A unit member on Industrial Accident Leave shall not leave the state without written consent from SCSOS.
10. When all available leaves of absence, paid and unpaid, have been exhausted and the unit member is not medically able to assume the duties of their 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 unit members shall be employed in a vacant position in the same classification of their last assignment over all the other available candidates except for a reemployment list established because of a lack of work or lack of funds in which case the unit member shall be listed in accordance with the appropriate seniority regulations.

11. Under this provision periods of leave of absence paid, or unpaid will not be considered a break in service.
12. A unit member who has been medically released for return to duty who fails to return to an assignment equivalent to the position vacated prior to accident or illness within five (5) working days of release, SCSOS shall consider the unit member abandoning their position and shall move for termination.

G. Extended Sick Leave:

1. Each fiscal year, unit members shall be credited with one hundred (100) working days of paid sick leave, inclusive of the current-year and accumulated days for which the unit member is entitled to full pay. When the current year and accumulated days at full pay are exhausted, the remainder of the one hundred (100) days shall be compensated at fifty (50) percent of the unit member's regular salary. This paid sick leave shall be exclusive of any other paid leave, holidays, vacation or compensatory time to which the unit member may be entitled.
2. Any such days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year.

H. Break in Service:

No absence under any paid leave provisions or approved unpaid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

- I. Military Leave: Unit members who have served SCSOS for one (1) year or more and who are called to active federal or state military duty shall be entitled to an unpaid military leave

mandated by Sections 389 through 395.2 of the California Military Code. In general, these provisions are:

1. The right to military leave;
2. The payment upon commencement of military leave of thirty (30) days salary at the existing regular rate;
3. The return to position upon request within six (6) months following separation from service;
4. The rights and privileges of employment which the unit member would have possessed had the absence not occurred, except sick leave accumulation, vacation accumulation, or salary due during the period of absence.

J. Unpaid Leave:

Upon request, a unit member may be granted an unpaid non-benefit leave for personal reasons for a period not to exceed one (1) school year. A unit member may request renewal of the leave for good cause. During this leave period, a unit member may continue insurance under provisions of the insurance provider's plan document by reimbursing SCSOS for the full cost of such programs.

K. Pregnancy Disability Leave (Educ. 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 leaves, while still qualifying for pregnancy disability, may use extended sick leave or unpaid family care and medical leave.

Parental Leave:

Effective January 1, 2017, eligible unit members will be entitled to no more than twelve

(12) work weeks of leave to bond with a new child, including adopted or foster children. New and amended Ed. Code sections now make that leave partial paid for most classified unit members pursuant to Ed. Code 45196.1.

L. Family Care Leave Act:

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 her/her work. "Serious health condition" and other criteria are defined by federal law (29 U.S.C. §§ 2601, et. seq.) and state law (Gov. Code §§ 12945.1, et. seq.). Other requirements are included in Superintendent Policies.
2. Unit members must have been in paid status for at least 1236 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, SCSOS shall pay the employer's contribution for the unit member's health 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.

M. Catastrophic Leave:

Upon ratification, SCSOS agrees to merge the two (2) classified catastrophic leave banks into one (1) and will provide all leave balances for both banks and the merged bank to the Chapter President or designee within 30 calendar days of request.

1. Purpose:

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 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 and compensatory time earned.

"Family Member" is defined in Article 14, Section A of the bargaining unit language. 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.

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:

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 an estimated time the unit member will be unable to work.

The Human Resources Director and the CSEA 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, 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.

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.

Unit members receiving donations will be placed on FMLA leave concurrently with their Catastrophic Leave.

4. Donation Procedure:

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:

- a) Donations must be made in whole day increments with a minimum of one day and a maximum of two days per school year.
- b) Donors may donate sick leave if they have a sick leave balance after donation of at least nine (9) days of sick leave.
- c) Donations to the leave bank are irrevocable and cannot be reclaimed by the donor. 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 (10) 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.
- d) 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.
- e) 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.

- f) 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 CSEA 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 CSEA Local Chapter President, donations of current participants will be suspended until the next open donation period. New participants will be allowed to donate.

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.

N. Return to Work:

A unit member on disability or medical disability leave of absence must return to work when his/her physician determines that the unit member is able to resume normal duties. A physician's release is required before reinstatement to active duty. If the unit member wishes to extend the leave beyond this point, the unit member must apply for a personal leave of absence. A physician's release may be required when returning to work from sick leave or other, short-term medically related absences. The unit member's supervisor will advise the unit member of this requirement.

O. Study Leave:

1. The Superintendent or designee may grant a unit member an unpaid, non-benefitted leave of absence to pursue educational improvement and advancement. Such leave shall be for a maximum of one (1) school year.
2. Unit members wanting to apply for leave under this article must first fill out the approved form provided by Human Resources.
3. Unit members understand that unpaid leave in this article will result in a change in retirement calculations with CalPERS. However, they will not change the unit

member's seniority within the bargaining unit or movement on the salary schedule.

P. Personal Endeavor Leave:

1. The Superintendent or designee 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, or other personal interests.
2. The unit member shall apply to the Superintendent or designee for such a leave a minimum of eight (8) weeks prior to the anticipated commencement of the leave.
3. Unit members wanting to apply for leave under this article must first fill out the approved form provided by Human Resources.
4. Unit members understand that unpaid leave in this article will result in a change in retirement calculations with CalPERS. However, they will not change the unit member's seniority within the bargaining unit or movement on the salary schedule.