

**ARTICLE XI**  
**ABSENCE AND LEAVE PROVISIONS**

A. **General Provisions**

A leave of absence is an authorization for the unit member's absence from duty for a specific period of time and an approved purpose. A condition of each leave of absence is that any required license or certificate held at the time the leave was granted must be maintained in full force by the unit member. Unit members on paid leave of absence, unless otherwise provided herein, shall receive wages, fringe benefits, and retirement credit as though they were not on leave. Unit members who go on an unpaid leave during any pay period shall receive fringe benefits for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advance payment of the premium in a manner reasonably required by the District. Procedures in this Article for notification of absence are mandatory. Failure to follow absence notification procedures may result in forfeiture of salary for the day(s) of absence.

On the day the unit member returns to active service, he/she shall complete an employee absence report, and shall submit it to the immediate supervisor.

Unit members shall notify the District of their anticipated absence as soon as the need for the leave of absence is known, but in no event less than one hour before the unit member's normal reporting time.

B. **Sick Leave**

Unit members shall accrue sick leave at the rate of ten (10) days per year. Accrued but unused sick leave shall be carried forward from year to year.

The District may require a physician's verification of illness for a unit member's absence of five (5) or more consecutive days. In addition, the District may require verification when misuse of sick leave is suspected. A physician's verification shall be made by a licensed health care provider.

When a unit member is disabled and unable to work during an absence, a physician's verification shall be made by a licensed health care provider. The verification shall confirm that the unit member was disabled and unable to work during the absence, the beginning and ending dates of the disability, and shall verify that the unit member is released to return to his/her regular duties. The verification shall also describe in detail any functional limitations and the anticipated time period for which the duties are restricted, and

## Tentative Agreement

any proposed accommodations that the physician suggests for the District's consideration to enable the unit member to perform the essential functions of the position.

A unit member may utilize sick leave for absences necessitated by her pregnancy, miscarriage, childbirth, and recovery there from, with a physician's verification.

A unit member who serves 75% or more of the instructional days of summer school shall accrue 0.5 (one half) sick days. While teaching summer school, a unit member may use up to two (2) days of accrued sick leave for absences covered in this article. Each day of summer school missed shall result in a deduction of one day of sick leave.

### C. **Industrial Accident and Illness Leave**

Industrial accident or illness leave shall be for a maximum of sixty (60) days within a fiscal year. Industrial accident/illness leave begins on the first day of absence caused by the accident. Such leave shall not accumulate from year to year. At no time shall a unit member, due to the operation of industrial accident or illness leave receive more than his/her contract salary. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member who continues to be disabled due to the industrial accident or illness may continue on such leave for the number of remaining days of the original sixty (60) days.

No benefits shall be paid to a unit member under the provisions for industrial accident or illness leave unless and until a duly licensed physician verifies in writing the industrial nature of the accident or illness, and, further, until the District's workers' compensation administrator reaches a final determination that the accident or illness is work related.

The leave shall terminate at any time before the end of the sixty (60) days if the physician indicates that the unit member is well enough to resume his/her duties.

In order to receive full salary with normal deductions, a unit member on industrial accident/illness leave shall endorse to the District any temporary disability checks received on account of the industrial accident/illness. If, upon the termination of the industrial accident/illness leave the employee continues to receive payments from the Workers' Compensation Fund, only that amount of regular sick leave shall be deducted which will yield the unit member's full contractual salary for the period, less normal deductions.

D. **Personal Necessity Leave**

Unit members shall be entitled to use up to seven (7) days of paid sick leave in each school year in the following cases of personal necessity:

- (1) **Death** of a member of the immediate family defined as mother, father, husband, wife, domestic partner, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, or granddaughter of the employee, or the death of any other person living in their immediate household of the employee, when additional leave is required beyond that provided by Bereavement Leave provisions.
- (2) **An Accident** involving the person or property of the unit member or of a member of the member's immediate family as defined above. The accident must be of such an emergency nature that the immediate presence of the unit member is required during the regular work day.
- (3) **Appearance in Court** as a litigant, or as a witness under order of subpoena.
- (4) **Serious or critical illness** of a member of the unit member's immediate family, as defined above. The illness must be of such a serious or critical nature that the immediate presence of the employee is required during his/her regular work day.
- (5) **Financial** A condition or circumstance which, if unattended, would result in an unconscionable financial loss materially affecting the unit member's ability to maintain reasonable conditions of sustenance for the member and dependents.
- (6) **Religious holiday** or observance of the member's faith which cannot be conducted outside of regular working hours.
- ~~(7) **The birth or adoption** of the unit member's child within one (1) month of such event.~~

Use of sick leave days for personal necessity reasons shall not be approved for purposes of personal convenience, participation in work stoppage or slowdown, or sick-out, or for the extension of a holiday, weekend, or vacation period, recreational activities, Association activities, or other activities which can be taken care of outside of work hours. The unit member shall verify in writing on the District form that personal necessity leave was utilized for one of the above listed reasons.

E. **Paid Personal or Family Business Leave**

Up to three days of paid sick leave may be used for personal or family business which cannot be conducted outside of the regular school day, provided that the unit member certifies that the paid personal or family business leave day shall not be used for the purposes of participation in work stoppage, slowdown, or sick-out. A unit member must notify the District in writing one week in advance of the intent to use the personal or family business leave day drawn upon the unit member's sick leave, except that when such leave is used for bereavement of a family member who is not in the immediate family, a full week's advance notice is not required. Upon return, the unit member shall verify that the leave was used in accordance with the purposes of this Article.

F. **Bereavement Leave**

A unit member shall be entitled to three (3) days paid leave of absence, or up to five (5) days if travel of more than 400 miles each way is involved, on account of the death of a member of the unit member's immediate family as defined above. No deduction shall be made from salary or accrued sick leave on account of use of such authorized leave of absence. Upon expiration of authorized bereavement leave, the unit member may utilize personal necessity leave for purposes of bereavement as provided elsewhere in this Article.

G. **Service as a Witness or Juror**

For time spent in court as a witness under subpoena to attend a civil proceeding as a witness in a matter regarding an event or transaction the employee perceived or investigated in the course of his or her duties, there shall be no deductions from pay. A unit member who is subpoenaed in such a matter must notify the site administrator and the Personnel Office immediately, so the District can seek reimbursement from the party who issued the subpoena. Any witness fees, excluding mileage, shall be submitted to the District in return for the employee's full salary.

There shall be no deductions from pay for the absence of certificated employees for jury duty. The Governing Board however recognizes that it is less disruptive to instruction when teachers are present as much as possible throughout the regular school year. Therefore, if certificated employees are willing and able to defer or postpone their jury service until the District's scheduled summer vacation, Thanksgiving, Winter or Spring break such employees will be paid for their jury service. The amount of compensation will be the long term substitute teacher rate in effect on the first day of actual jury service.

Certificated employees shall not be disciplined, discriminated against, or retaliated against for their inability or unwillingness to defer their jury service until summer vacation.

## Tentative Agreement

Should the actual jury service continue from the break period onto a regular work day for the unit member, the daily compensation shall not apply.

The District will implement procedures for the verification on the initial jury duty summons, request for deferral, granting of deferral and actual days of jury duty served.

### H. **Leave Without Pay**

A permanent unit member may request an unpaid leave of absence for a period not in excess of one year for any reason not specified elsewhere in this Agreement provided the following requirements are met.

- (1) A substitute or temporary employee meeting District standards can be obtained.
- (2) The application, including the reason for the request, for said leave shall be submitted by February 15 of the year prior to the leave.
- (3) The District shall indicate to the unit member by April 1 if the leave request has been granted or denied.
- (4) The unit member shall receive no fringe benefits nor accrue other rights during the unpaid leave of absence.
- (5) The leave must be in the best interests of the District's instructional program.
- (6) Seniority shall be considered if only one leave is granted and more than one unit member applies.
- (7) Leave shall not be granted for the purpose of accepting other employment.

The above-mentioned dates do not preclude the granting of an unpaid leave request for an applicant making such request after February 15.

Unit members returning from leave shall confirm in writing their intent to return upon conclusion of leave no later than March 15 of the year of the leave.

A permanent unit member may request a partial leave of absence for up to 80% of the days in a school year, following the deadlines and terms listed above. Partial leaves of absences may be renewed at the sole discretion of the District, when the request for renewal of the partial leave is submitted according to the deadlines and terms listed above.

### I. **Differential Pay Leave**

## Tentative Agreement

When a unit member is absent from duty on account of illness or accident for a period of five (5) full months or less, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the then current rate of pay for the short term or long term substitutes, employed to replace the unit member, exclusive of the rate for a "super substitute" (defined as a unit member on a re-employment list who is entitled to receive his or her regular rate of pay), or, if no substitute was employed, the amount which would have been paid to a substitute had a substitute been employed. For purposes of this article only, a school month is defined as twenty (20) days on which a unit member is required to work.

The five (5) months shall begin to run on the first day of absence following the exhaustion of the current school year's sick leave and all accrued but unused sick leave from previous years. ~~The five (5) month period shall run consecutively with all accrued but unused sick leave from previous years.~~ An employee shall not be provided more than one five-month period per illness or accident. If the illness or accident continues into a new school year, the employee, while ill or injured, may use up to the balance of the five-month period.

Use of extended illness leave and return there from is subject to the physician verification provisions of this Article and Board policy.

When a unit member has exhausted all available sick leave, including accumulated sick leave, and the member is unable to resume the duties of his/her position and continues to be absent due to illness or accident beyond the five-month period, the employee, if not placed in another position, shall be placed on the reemployment list for a period of twenty-four (24) months, if probationary, or thirty-nine (39) months, if permanent. When the employee, during the twenty-four (24) or thirty-nine (39) month period provides a physician's confirmation and release to do the essential functions of a position for which he/she is credentialed and qualified, the employee shall be placed in such a position.

### J. Job Sharing

The Etiwanda School District and the Etiwanda Teacher's Association agree to the following procedure for job share programs. This arrangement shall not be subject to the contractual grievance procedure.

1. Number of Teams:  
For the duration of this agreement, the number of shared teaching assignments at each school site shall not exceed three (3) teams per school, under the following terms and conditions.
2. Definitions:

## Tentative Agreement

Job Share teaching assignments shall refer to two (2) unit members sharing one (1) full-time position. Job sharing may occur involving proportionate teaching responsibilities in amounts of other than 50%/50%.

3. Eligible Employees:
  - a. Currently employed tenured unit members.
  - b. Teachers who have previously attained tenure in the Etiwanda School District, who have resigned their position with the District in good standing and who have current valid California teaching credentials.
4. Procedure:

Shared teaching assignments will be filled only by eligible unit members who have jointly agreed to work together and who have submitted a written proposal for shared teaching to the Superintendent or designee. The proposal must be received on or before February 15 of each school year prior to the year in which the shared teaching assignment will be requested. The proposal may be submitted simultaneously with the request for a year of unpaid leave, and neither request will prejudice the other. If one request is denied, the other will still be considered. Both unit members will be informed of the status of their proposal by April 1.
5. Hours:
  - a. Both unit members are required to work the five (5) pre, post, and mid-service days required of full-time teachers, plus regularly scheduled parent conferences, back to school night, and open house on the dates established by the District. Other responsibilities associated with the teaching assignment which occur outside of the regular workday will be divided by the two teachers, subject to the approval of the principal.
  - b. Both members of the team will be responsible for sharing all information pertaining to their mutual assignment, including information from staff meetings and in-services.
  - c. Upon reasonable notice to the job sharing team, the principal may require up to two (2) additional days of service from each team member to be paid at the member per diem rate.
  - d. Both unit members must meet with the principal prior to June 1 to review the responsibilities of the assignment,

## Tentative Agreement

and again prior to the opening of school to establish the exact working days and receive directions regarding attendance at staff and team meetings. The working calendar must be approved by the principal prior to the opening of school.

6. Salary Schedule, Placement and Credit:
  - a. Both unit members will receive an amount proportionate to their annual salary equivalent to the percentage of the job share.
  - b. Effective July 1, 2013 both unit members will receive credit towards step advancement on the salary schedule in the amount proportionate to their annual work year calendar equivalent to the percentage of the job share. Once the combined percentages of job shares reaches one hundred percent (100%) of a work year the unit member will be able to advance to the next step on the salary schedule. Step advancement for partial work years must be completed within 5 years.
7. Retirement:

Both unit members will receive an amount proportionate to the year's credit toward the State Teachers' Retirement System equivalent to the percentage of the job share.
8. Seniority List:

Both unit members will maintain their place on the District seniority list.
9. Tenure:
  - a. A teacher who has previously attained tenure in the District, who resigned his/her position in good standing, and subsequent to the resignation, is rehired as part of a shared teaching assignment less than 39 months after his or her resignation, and will be considered a permanent unit member with a new seniority date of the first date of service in the shared teaching assignment.
  - b. A teacher who has previously received tenure in the district, who resigned his/her position in good standing, and subsequent to the resignation, is rehired as part of a shared teaching assignment more than 39 months after his or her resignation, will be considered a probationary employee, with a new seniority date of the first date of service in the shared teaching assignment. To achieve

## Tentative Agreement

permanent status, the unit member must actually work at least 75% of the school days in two consecutive years. The unit member will remain in probationary status until this requirement is met.

10. Health and Welfare benefits and Leave:
  - a. Each unit member in the shared teaching assignment is entitled to an amount proportionate to the total current benefits package equivalent to the percentage of the job share.
  - b. Leave provisions shall be prorated.
11. Renewal:

The District reserves the right to review the effectiveness of the positions and to determine whether or not to continue them on a year-to-year basis. A unit member on a shared teaching assignment must notify the District by February 15 if he or she wishes to reapply for a similar shared teaching assignment of the upcoming school year.
12. Criteria:

The District will apply the following criteria in consideration of job sharing requests:

  - a. Quality of previous service to District.
  - b. Compatibility of teaching styles of the team members, as determined by the District.
  - c. The impact of the potential shared teaching assignment upon the school involved.
  - d. The needs and efficient operation of the District.
  - e. Unit member certification and competency.

### K. **Sick Leave Bank**

Catastrophic Leave Donation on a case-by-case basis where the District and the Association mutually agree: Any bargaining unit member may irrevocably donate up to two (2) earned and unused days of sick leave to another bargaining unit member who has suffered a long-term or catastrophic illness and who has fully exhausted all paid leaves, including difference pay and any income derived from an income protection plan. Catastrophic leave donations shall not apply to employees whose absence originated as an industrial illness or accident.

This provision shall apply to a maximum of four (4) bargaining unit members annually. No bargaining unit member may receive more

Tentative Agreement

than twenty-two (22) days annually of donated sick leave.

Once donated, the donation becomes irrevocable, even if the donation is not utilized. It shall be the responsibility of the Etiwanda Teachers' Association to communicate these provisions to bargaining unit members and communicate requests for implementation to the district. The District will prepare and process related sick leave accounting documents.

L. Family Care and Medical Leave

Unit members are eligible for Family Care and Medical Leave (FCML) in accordance with law and District Board Policies and Administrative Regulations.

M.

Parental Leave

Effective January 1, 2017, as provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.

For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.

Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to substitute differential pay for the remainder of the 12-week leave. Unit members with less than one year of District service may use unpaid leave for the remainder of the 12 weeks.

When the need for parental leave is foreseeable, the unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. In all other cases, the unit member must give the District as much advance notice of the need for parental leave as practicable under the circumstances.

Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration: however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

Tentative Agreement

	<p><u>Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family rights Act (CFRA) and the Family and Medical Leave Act (FMLA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.</u></p>