

ARTICLE 13 - LEAVES

GENERAL PROVISIONS

Where a reason is required in order to obtain a leave of absence provided for under this Article, the District may verify the reason provided.

It is agreed that a unit member who is absent from work other than those days as authorized by State Law or authorized leave provisions of this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement. Upon this unauthorized absence in breach of contract, an email notification will be sent to CSEA. After the notification is sent to CSEA, the Board will deduct a salary amount equal to 1/22 of his/her monthly salary each day of unauthorized absence, and such member shall be subject to disciplinary action.

ABANDONMENT

Any absence from work without an authorized leave for three (3) consecutive days or failure to return to work as scheduled for three (3) consecutive days after the expiration of an authorized leave of absence, shall be deemed as abandonment. Unless an emergency accounts for the unit member's inability to notify the District, such abandonment shall result in discipline in the form of termination. The above provisions do not constitute a waiver of the employee's right to due process.

PAID LEAVES

13.1 BEREAVEMENT LEAVE

13.1.1 Unit members who are absent from duty because of bereavement shall be allowed full pay for a period not to exceed seven (7) continuous workdays. Bereavement leave must be taken at the time of the death or serious illness when death is imminent. In situations involving unusual or extraordinary circumstances, employees may contact their immediate supervisor to make arrangements to distribute bereavement leave in other than a continuous manner.

13.1.2 Bereavement is defined as that occasioned by death or serious illness when death is imminent of relatives or persons shown in the following categories:

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|------------------------------|------------------------------|
| a. <u>Employee or Spouse</u> | b. <u>Employee Only</u> |
| 1. Parent | 1. Spouse |
| 2. Grandparent | 2. Son-in-law |
| 3. Grandchild | 3. Daughter-in-law |
| 4. Brother | 4. Person who resides in the |
| 5. Sister | household of the |

- | | |
|------------------|-------------------|
| 6. Niece | employee |
| 7. Nephew | 5. Sister-in-law |
| 8. Son | 6. Brother-in-law |
| 9. Daughter | |
| 10. Foster Child | |
| 11. Stepchild | |
| 12. Stepparent | |
| 13. Stepbrother | |
| 14. Stepsister | |

Unit members requesting bereavement leave shall fill out the District/CSEA approved form. A Supervisor or Human Resources may require written verification of the death or serious illness when death is imminent of the relative or persons names in 13.1.2.

13.2 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

13.2.1 Industrial accident or illness leave shall be provided in accordance with the provisions of the California Education Code, Section 45192, and the following rules and regulations:

- (a) Allowable leave shall not exceed 60 working days in any one fiscal year for the same accident.
- (b) Allowable leave shall not be accumulative from year to year.
- (c) Industrial accident or illness leave will commence on the first day of absence.
- (d) Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this State, exceed the normal wage for the day.
- (e) Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- (f) When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- (g) The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code, Section 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation the person shall be entitled to use only so much of the person's accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full days wage or salary.
- (h) Periods of leave of absence, paid or unpaid, shall not be considered

to be a break in service of the employee.

- (i) During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

Reduction of entitlement to leave shall be made only in accordance with this section.

- (j) When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person'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 person shall be listed in accordance with appropriate seniority regulations.
- (k) Any employee 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.
- (l) An employee 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 shall be dismissed.

13.2.2 To be eligible for the benefits by this "Industrial Accident or Illness Leave" the bargaining unit member must be a part of the classified service of this District. Such bargaining unit members shall be entitled to these industrial accident or illness leave provisions from the first day during which they are employed as a part of said classified service.

13.3 JURY DUTY LEAVE

13.3.1 A unit member shall be granted a leave of absence when called for a tour of jury duty in the manner provided by law.

13.3.2 Any unit member called to jury duty shall submit to the District the jury duty notice for an approved absence for this purpose and shall submit such notice to the District on the workday following his/her receipt of such notice or provide notice five (5) days prior to the first day of jury duty.

- 13.3.3 A unit member who has been granted jury duty leave shall report for work with the District on any workday during which the member is not required to appear for scheduled jury service. The unit member shall submit verification of jury duty attendance to the District.
- 13.3.4 A unit member whose regular assignment is anything other than regular business hours who has been called to jury duty shall be excused from work on any day on which that unit member is required to appear for Jury Duty.
- 13.3.5 A unit member whose regular assignment is during normal school or business hours who is called for Jury Duty at Night Court shall be excused for the last one-half (1/2) of the workday on which the unit member is required to appear for Jury Duty, and the first one-half (1/2) of the workday on the day after the unit member is required to appear for jury duty.
- 13.3.6 Any member, while serving on jury duty, shall receive his or her regular salary from the District and shall remit to the District all fees, exclusive of mileage, received by the unit member for jury service.

13.4 PERSONAL BUSINESS LEAVE

- 13.4.1 A unit member who requests permission to leave the assigned work area for necessary personal business reasons for a period not exceeding one hour may do so no more than 24 occasions in a year, without loss of pay provided that no paid substitute time is requested or required.
- 13.4.2 A unit member who requires personal business leave for a period exceeding one hour but not exceeding four hours may do so not to exceed the amount equal to the number of months worked in a fiscal year, after receiving prior approval from the unit member's immediate supervisor and may make up hours at such times as may be approved by the immediate supervisor. Requests for such absence shall have been submitted to the immediate supervisor in writing at least one school day in advance of the time requested except in an emergency. Such absence need not be reported as long as it is made up under these conditions.
- 13.4.3 If time is not made up in accordance with Section 13.4.2, then salary shall be deducted for such absence as reported on the time sheet.
- 13.4.4 A unit member requesting one or more full days of personal business leave shall submit such request in advance, in writing, to the Superintendent.
- 13.4.5 For personal business leaves of one or more full days, a full day's salary deduction shall be made for each such workday.

13.4.6 It is agreed and understood that unpaid personal business days are to be limited to three days per year, unless a specific request for up to two additional days is approved by the Superintendent.

13.5 PERSONAL NECESSITY LEAVE

13.5.1 A unit member may elect, during any school year, to use up to ten (10) days of accumulated sick leave in cases of personal necessity when such cases of personal necessity are defined as follows:

- (a) *“Death in Immediate Family”*
Death of a member of the employee’s immediate family when the number of days exceeds the number provided for in Article 13, Sections 13.1.1 and 13.1.3. Members of the immediate family shall include those relatives and persons enumerated in Article 13, Section 13.1.2.
- (b) *“Accident of Emergency Nature”*
Accident not otherwise chargeable to an illness or injury leave, involving the employee’s person or property, or the person or property of a member’s immediate family, of such an emergency nature as to require the attention and presence of the employee during his working day.
- (c) *“Court Appearance”*
Appearance in court as a litigant; or as a witness under an official order. (A litigant is a party to the action such as the plaintiff or defendant.)
- (d) *“Illness in Immediate Family”*
Acute illness of a member of the immediate family requiring professional treatment or hospitalization, and of such an emergency nature as to require the presence and attention of the employee during the employee’s working day.
- (e) *“Home in Danger”*
Imminent danger to the home of the employee, serious in nature, and which requires the presence of the employee during the employee’s normal working day.
- (f) *“Fatherhood”*
Personal presence of the father at the time of birth of a child or when birth is imminent.
- (g) *“Funeral Attendance”*
Actual attendance at the funeral of a distant relative, friend, neighbor, employee or other acquaintance.
- (h) *“Transportation Difficulties”*

Unforeseen circumstance involving transportation or storm conditions that prevent the individual from traveling to and from work.

(i) *“Specific Family Responsibilities”*

Specific family responsibilities or family business imperatives which require the personal presence of the employee during working hours. Such leave may be used when an employee has received a notice of complete layoff for the purpose of occupational investigation.

It is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period, for purely recreational activities, occupational investigation, a convention related to a member’s avocation or spouse’s business, profession or avocation or attending to matters which could reasonably be scheduled outside of working hours.

(j) *“Discretionary Days”*

Three (3) days of personal necessity leave of ten (10) days allowable may be utilized at the unit member’s discretion upon the following conditions:

1. Such days shall be charged against the unit member’s unused sick leave.
2. Forty-eight (48) hours written notice shall be required unless extenuating circumstances occur which prevent such notice being given; in that event, the unit member shall make every reasonable effort to give advance notice.
3. There shall be no accumulation from year to year of such days.
4. Immediate Supervisor retains the right to refuse the unit member to utilize a certain day if, in the opinion of the Immediate Supervisor, too many unit members simultaneously select the same day.
5. The unit member shall not be required to give reasons for the use of such day.
6. Such leave shall not be used to withhold services from the District, and it is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period, for purely recreational activities, occupational investigation, a convention related to a member’s avocation or spouse’s business, profession or avocation, work stoppage or other

concerted activities or attending to matters which could reasonably be scheduled outside of working hours.

13.6 PREGNANCY DISABILITY LEAVE

- 13.6.1 Employees covered by this Agreement shall be entitled to use personal illness leave (sick leave) as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.
- 13.6.2 The length of such pregnancy disability leave, including the date on which the employee's duties with the District are to be resumed, shall be determined by the employee and the employee's physician; provided, however, that the District Management may require a verification of the extent of such disability by means of a physical examination of the employee by a physician who is a specialist in the area of said disability; said specialist to be appointed by and paid by the District.
- 13.6.3 The results of such examination by a specialist appointed and paid by the District shall be made available to the employee and the employee's attending physician at the earliest possible date, but in any case within a period of twenty (20) workdays immediately following the date of the request for said examination. The employee shall not be penalized by any loss of salary while awaiting the results of an examination by the District's specialist, or be required to use up additional days of the employee's sick leave while awaiting the results of such examination unless the outcome of the examination verifies that the disability still exists to the extent that the employee is unable to perform the individual's duties.
- 13.6.4 Employees who are members of the bargaining unit shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated, and half-pay sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; provided, however, that the district management may require a verification of the extent of disability according to the same procedures as outlined in Section 13.6.2 and 13.6.3 above.

13.6.5 This leave policy shall be construed as requiring the Board of Education to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illnesses, injuries, or disabilities.

13.6.6 An employee on pregnancy disability leave for 190 days or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment as determined by the District.

13.6.7 The salary range position and movement of an employee shall not be interrupted due to pregnancy disability leave of 190 consecutive days or less.

13.7 SICK LEAVE FOR PERSONAL ILLNESS OR INJURY

13.7.1 A unit member employed five (5) full days per week shall be entitled to twelve (12) days of leave of absence for illness or injury (exclusive of all days the individual is not required to render service to the District) with full pay for a full fiscal year of service.

13.7.2 A unit member employed five (5) full days per week, but for less than a full fiscal year, shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months the individual is actually employed bears to twelve (12) months.

13.7.3 A unit member employed less than five (5) full days per week shall be entitled, for a full fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days the individual is employed per week bears to five, and, when such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

13.7.4 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.

13.7.5 Credit for leave of absence need not be accrued prior to taking such leave, and such leave of absence may be taken at any time during the year. However, a new employee shall not be eligible to take more than six (6)

days, or the proportionate amount of which the employee may be entitled under this section, until the first day of the calendar month after the completion of six (6) months of active service with the District.

13.7.6 If a unit member does not take the full amount of sick leave for illness or injury as allowed in any year under this section, the amount not taken shall be accumulated from year to year. Any employee with twenty-four (24) or more days of accumulated sick leave may choose to convert up to twelve (12) days of accumulated sick leave to vacation days. Such conversion shall be at the rate of two (2) sick leave days for each day of vacation. The term “days” as used in this section shall be defined as the number of hours the employee in question is regularly assigned at the time of the request.

13.7.7 After all accumulated sick leave has been exhausted, a regularly employed unit member shall be entitled to extended sick leave benefits as follows:

- (a) A unit member shall be compensated at a rate equal to fifty percent (50%) of their regular salary for days of absence due to personal illness or injury not in excess of a total of one hundred (100) days in any fiscal year. Each fiscal year shall be considered a new one hundred (100) day period and subsequent half-paid days of sick leave shall apply for the same employee.
- (b) The half-pay days of sick leave authorized shall be exclusive of any other paid leave, holiday, or vacation time to which the employee may be entitled.
- (c) A unit member utilizing this leave under 13.7.7 (a) shall provide to their immediate supervisor verification of absence due to illness or injury for any period of more than three (3) consecutive workdays, or five (5) total workdays within a single calendar month, by means of a written statement from the attending physician which verifies the employee’s illness or injury.

13.7.8 The following rules and regulations shall serve to require and prescribe the manner of proof of illness or injury of a unit member, but such rules and regulations shall not discriminate against the evidence of treatment and the need therefore by the practice of the religion of any well-recognized religious sect, denomination, or organization; and nothing in this section shall be deemed to modify or repeal any division of law set forth in Article 3, Division 3 of the California Health and Safety Code:

- (a) Verification of absence due to illness or injury for a period of five (5) consecutive days or more than seven (7) workdays within any calendar month shall be provided to the immediate supervisor by means of a written statement from the attending physician which verifies the employee's illness or injury.
- (b) For absences due to illness or injury exceeding ten (10) consecutive work days, an employee's ability to return to work shall be verified by a completed District Certificate for Return to Work (see Exhibit K), signed by the attending physician.
- (c) Notwithstanding the foregoing rules and regulations, a member of the bargaining unit shall, at the request of the Superintendent or delegated administrative representative, consult with and/or be examined by a District appointed physician at District expense in the event that the absence of the employee is in excess of ten (10) consecutive workdays, or that the employee's work record reflects a history of brief, repeated absences due to illness or injury.
- (d) When the District has been informed in writing by a physician attending a unit member, that the unit member is no longer ill and is able to return to work, the unit member shall not be penalized by any loss of salary, or be required to use up additional days of sick leave while awaiting the results of an examination by a District appointed physician, unless such examination verifies that illness or injury still exists to the extent that the employee should not return to work.

13.7.9 An employee on sick leave shall be entitled to return to the same assignment held at the time such leave commenced unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment as determined by the District.

13.8 CATASTROPHIC SICK LEAVE BANK

Bargaining unit members may apply for and receive catastrophic sick leave pursuant to the following provisions:

13.8.1 The unit member, or a unit member's immediate family member for whom he/she must care, shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her district duties.

- 13.8.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all personal sick leave, extended sick leave, industrial illness and accident leave and/or any other paid time.
- 13.8.3 The use of the catastrophic sick leave bank shall only be available to those bargaining unit members who have made a deposit of at least four (4) hours to the bank.
- 13.8.4 A joint Association-District committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District must determine and certify that the unit member is eligible for catastrophic sick leave because he/she is unable to work due to the severity of that personal or family catastrophic illness, and only after adequate proof of illness has been provided in accordance with Education Code Section 44043.5, and pertinent rules and regulations of the District.
- 13.8.5 Catastrophic sick leave credits may be used only for the remainder of the school year in which extended sick leave is exhausted, plus the remainder of the following year after extended sick leave has been exhausted in said year, but in no event longer than twelve (12) consecutive calendar months following the start of the leave.
- 13.8.6 Unit members may deposit sick leave in four (4) hour increments according to the following regulations:
- (a) a unit member with an accumulated sick leave of between 20 and 60 hours may deposit four (4) hours.
 - (b) a unit member with an accumulated sick leave of between 61 and 100 hours may deposit up to eight (8) hours.
 - (c) a unit member with an accumulated sick leave of 101 hours or more may deposit up to 10% of his/her sick leave.
- 13.8.7 Deposits of sick leave into the catastrophic sick leave bank are irrevocable and such deposits shall be coordinated by the Joint Committee provided for in 13.8.4 above during the last two (2) weeks of October of each year. The Joint Committee may request deposits of sick leave into the catastrophic sick leave bank at other times during the year should the total number of sick days in the catastrophic sick leave bank fall below 200 hours.
- 13.8.8 Unit members wishing to use this catastrophic sick leave bank must submit a letter to Human Resources stating the nature of the catastrophic event and the number of days being requested. A copy of the attending

physician's certification of the incapacitating illness or injury must be attached.

- 13.8.9 Catastrophic sick leave shall begin upon the exhaustion of the statutory period of extended sick leave benefits, and shall continue the 50% salary payment and the District fringe benefit contribution that the unit member received during said period.
- 13.8.10 Any unit member who receives paid catastrophic sick leave shall first use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid catastrophic sick leave.
- 13.8.11 Any unit member who applies for catastrophic sick leave understands that he/she waives any right to privacy concerning the communication of the circumstances and factors contemplated herein to the members of the Joint Committee provided for in 13.8.4 above.
- 13.8.12 The receipt of a donated sick leave credit through catastrophic sick leave as defined herein, when combined with other District income, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.
- 13.8.13 If the Board of Education subsequently adopts a catastrophic sick leave policy for non-represented employees of the District, and if the terms and conditions of said policy are parallel to this section, unit members shall be allowed to donate to, or receive from, said non-represented employees the catastrophic leave credits described herein.
- 13.8.14 This catastrophic sick leave section shall not be subject to the provisions of Article 17: Grievance Procedure of this Agreement

13.9 PARENTAL LEAVE

- 13.9.1 Definition of Parental Leave: For the purposes of this Article, "parental leave" is defined as "leave for reason of the birth of a child of the employee, or the placement of a child with employee in connection with the adoption or foster care of the child by the employee".
- 13.9.1.A Effective January 1, 2017, as provided by Education Code section 45196.1, the employee shall be entitled to parental leave as set forth in this section.
- 13.9.2 All full-time and part-time employees who have been employed for 12 months with the Employer are entitled to utilize parental leave. There is no threshold number of hours that part-time employees, as well as full-time employees, must work in order to be eligible for parental leave.

- 13.9.3 For purposes of this section, “parental leave” means leave for bonding with the employee’s newborn child, or with a newly placed child in the employee 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.
- 13.9.4 The employee must give the District at least 10 workdays advance written notice of his or her intention to use the parental leave and the anticipated dates of leave except for extenuating circumstances or in cases where a mutual agreement is reached to shorten the 10 workdays advance notice. If an agreement between the employee and the District can’t be reached with regard to extenuating circumstances CSEA shall be notified within 1 workday to discuss the matter.
- 13.9.5 Employees shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.
- 13.9.5.A. When both parents of the child are employed by the same employer, the parents may request 12 workweeks each for parental bonding.
- 13.9.6 When an employee 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 fifty percent (50%) pay for the remainder of the 12-work week leave. An employee may supplement the fifty percent (50%) pay with accrued vacation leave.
- 13.9.7 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 employee may take parental leave in increments of less than 2 weeks on up to two occasions.
- 13.9.8 Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

UNPAID LEAVES

13.10 HEALTH LEAVE

- 13.10.1 A leave of absence without pay may be requested by a unit member who is physically unable to work. A substantiating written statement from a licensed physician must accompany the employee’s request.

- 13.10.2 This regulation shall not discriminate against evidence of treatment and the need, therefore, by the practice of religion of any well-recognized church or denomination.
- 13.10.3 In any case where questions arise, the District may request that the employee be examined by a physician employed by the Burbank Unified School District.
- 13.10.4 Such leaves shall not be granted for longer than 190 consecutive workdays, nor shall time spent on health leave be credited towards salary advancement, longevity, vacation or accumulation of sick leave.
- 13.10.5 An employee on health leave shall be permitted to participate in the District insurance program by making timely premium payments directly to the District.
- 13.10.6 It is understood and agreed as follows: there is no guarantee that an employee shall return to the same position. In each case, the needs of the District shall receive primary consideration in reassigning employees returning from leave. The employee shall, however, be entitled to a comparable assignment as determined by the District.
- 13.10.7 An employee returning from a health leave shall provide the District with written notice of availability to return to work. This written notice shall be given to the District at least two (2) working days prior to first available date of return. The notice must be accompanied by a written verification by the employee's physician that the employee may return to work without restriction.

13.11 HOME RESPONSIBILITY LEAVE

- 13.11.1 A leave of absence without pay, without credit towards advancement on the salary schedule and without longevity, vacation or accumulation of sick leave, may be granted to permanent employees for the purpose of home responsibilities such as prolonged illness of a family member, preparation for childbirth, care of children, or for other reasons which justify the employee's release from school District responsibilities.
- 13.11.2 Such leave may be granted for up to 190 consecutive workdays.
- 13.11.3 An employee on home responsibility leave shall be permitted to participate in the District insurance program by making timely premium payments directly to the District.
- 13.11.4 There is no guarantee that an employee shall return to the same job location. In each case, the needs of the District shall receive primary consideration in reassigning employees returning from leave. The

employee shall be entitled to an assignment in the same job classification.

- 13.11.5 Upon request, the Board of Education may extend a home responsibility leave for up to one hundred ninety (190) consecutive workdays. The actual length of such leave may be varied at the discretion of the Board of Education, based on the interests of the District.

13.12 MILITARY LEAVE

- 13.12.1 Military leave shall be granted in accordance with Education Code Section 44800 and Military and Veterans Code Sections 395 through 395.4.

13.13 FAMILY CARE AND MEDICAL LEAVE

- 13.13.1 It is the intent of this provision to be consistent with Government Code section 12945.2, and it shall be interpreted so that there will be no violation of that law.

- 13.13.2 An employee with more than twelve months service with the District who has worked at least 1,250 hours in the previous 12-month period shall be granted an unpaid family care to leave up to a total of twelve (12) weeks in any twelve (12) month period pursuant to the requirements of this provision.

For purposes of this provision the term “family care and medical leave” means either (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, or the serious health condition of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

An unpaid family care and medical leave for the birth, adoption, or placement of a child must commence within one (1) year of the qualifying event.

- 13.13.3 An unpaid family care leave shall be treated as any other unpaid leave. During an unpaid family care leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.

- 13.13.4 If an employee’s need for an unpaid family care leave is foreseeable, the

employee shall provide the District with reasonable advance notice of need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

- 13.13.5 The District requires that an employee's request for an unpaid family care leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the individual family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of this condition.

For a leave based upon caring for a child, spouse or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position.

If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

- 13.13.6 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee, or as appropriate the employee's spouse, child, or parent, obtain the opinion of another health care provider, designated or approved jointly by the District and the employee. The opinion of the mutually agreed upon health care provider shall be considered to be final and shall be binding on the District and the employee.

13.13.7 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee shall obtain certification from his or her health care provider that the employee is able to resume work.

13.13.8 For purposes of this provision and consistent with current law, the term "child" means a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child.

For purposes of this provision and consistent with current law, the term "parent" means a biological, foster, or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

For purposes of this provision and consistent with current law, the term "serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- (a) Inpatient care in a hospital, hospice, or residential health care facility; or
- (b) Continuing treatment or continuing supervision by a health care provider. For purposes of this provision and consistent with current law, the term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law.

13.13.9 To the maximum extent permitted by law, any paid or unpaid leave otherwise granted by this Agreement shall be credited toward the leave provided for in paragraph 13.12. Thus, Family Care and Medical Leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article. This section does not apply to workers' compensation benefits.

13.13.10 During any period an employee takes unpaid family care and medical leave the District shall maintain and pay for coverage for health and welfare benefits pursuant to Article 9. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

- (a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired.
- (b) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

13.13.11 If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care and medical leave totaling more than twelve (12) work weeks within a twelve (12) month period.

13.13.12 Upon the termination of the leave, an employee shall have a right to reinstatement in the same or equivalent position s/he occupied prior to the leave. For the purposes of this section, same or equivalent position means a position that has the same or similar duties, hours, shift, and pay which can be performed at the same or similar geographic location as the position held prior to the leave and subject to the availability of the position.

The District may refuse to reinstate an employee returning from leave to the same or an equivalent position if all the following apply: the employee is a salaried employee who is among the highest paid 10 percent of the District's employees; the refusal is necessary to prevent substantial and grievous economic injury to the operations of the District; and the District notifies the employee of the intent to refuse reinstatement at the time the District determines the refusal is necessary.

13.13.13 Family Care and Medical Leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.

13.13.14 An employee using unpaid leave under Article 13.12 for the serous health condition of a child, parent or spouse is not entitled to additional leave under Article 13.10, Home Responsibility Leave, for the same reasons for a period of twenty-four (24) months.

13.14 CAREER ADVANCEMENT LEAVE

Unit members enrolled in a courses, workshops, and seminars sponsored by accredited and/or licensed adult education programs, junior colleges, colleges, universities, trade schools, or other private organizations, which are directly related to an employee's job or promotional opportunities within the District may take a one-time leave of absence, up to one year, without pay. In the event that courses require additional time for completion, a unit member may apply for up to an additional six (6) months extension of this unpaid leave or absence. Unit members returning from such leave shall be returning to the same job classification, when possible, as they held prior to such leave.