

ARTICLE 10: LEAVE

ILLNESS/MEDICAL LEAVE

10.1 PERSONAL ILLNESS AND INJURY

- 10.1.1** Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full time shall receive a prorated amount of the ten (10) days, based upon the number of hours that they actually work. If, in the opinion of management, it appears that there is an abuse of this section, it is agreed that the District may take whatever it considers reasonable action to verify the unit member's illness.
- 10.1.2** If a unit member does not utilize the full amount of leave as authorized in 10.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 10.1.3** Whenever possible, a unit member must contact the substitute caller as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day to permit the employer time to secure a substitute service. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action.
- 10.1.4** A unit member's reported absence shall be deducted hour-for-hour from sick leave.
- 10.1.5** A unit member shall not have a substitute assigned for an additional day(s) unless he/she calls the Substitute Finder System indicating an extension of an absence. In addition, a unit member shall call his/her District site of employment one (1) hour prior to the close of the school day on the day of absence to request the same substitute for an additional day(s) of absence.
- 10.1.6** Extension of paid leave for adoption, personal necessity, or Family Care Emergency may be requested in writing, pending accrued sick leave availability, by the unit member from Human Resources Development and approved on a case by case basis.

10.2 EXTENDED ILLNESS AND INJURY

- 10.2.1** After all earned leave as set forth in Section 10.1 is exhausted, additional non-accumulated leave shall be available, for a period not to exceed five (5) school months, provided that the following provisions are met.
- 10.2.1.1** District management may require a unit member to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work if the illness or injury exceeds five (5) consecutive days.
- 10.2.1.2** The District may require a certified medical specialist to visit the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent or designee.

- 10.2.1.3** If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to unit member, may refuse to grant such leave.
- 10.2.1.4** If requested by the District management, a unit member shall not return to work until he submits a medical doctor's authorization to return to work.
- 10.2.1.5** The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute.

10.3 INDUSTRIAL ACCIDENT

- 10.3.1** Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury which has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.
- 10.3.2** Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- 10.3.3** The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 10.3.4** For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.
- 10.3.5** If the unit member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

FAMILY CARE RELATED LEAVE

10.4 ILLNESS – FAMILY MEMBER

Unit members shall be entitled to use accrued sick leave to care for sick/ill family members. In the event that the unit member claiming Illness-Family Care leave has exhausted his/her accrued sick leave, the member will be docked his/her per diem for each absence.

For the purposes of this provision, family member is defined as:

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA
TERM OF CONTRACT: JULY 1, 2021 – JUNE 30, 2024

- (1) A child, which for purposes of this section means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- (3) A spouse.
- (4) A registered domestic partner.
- (5) A grandparent.
- (6) A grandchild.
- (7) A sibling.

10.5 PAID PARENTAL (CHILD BONDING) LEAVE

This section shall remain in effect as long as Education Code section 44977.5, as it is currently comprised, remains in effect. 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 difference pay for the remainder of the 12-week leave.

If the eligible unit member's need for family care leave is foreseeable, he/she shall provide the District with reasonable notice of the need for the leave.

Parental leave must be used within 12 months following the birth or placement of the child. The basic minimum duration of the leave shall be two weeks. However, the District shall grant a request for leave under this section of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks.

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.

Should Education Code section 44977.5 be changed, the parties shall, within 30 days, meet and negotiate changes to this article to conform with the legislative changes.

- 10.5.1** Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and child rearing.
- 10.5.2** The unit member shall request such leave as soon as practicable, but under no circumstances less than twenty (20) working days prior to the date on which the leave is to begin. Such requests shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
- 10.5.3** The determination as to the date upon which the leave shall begin and the duration of such leave shall be made at the discretion of the District when

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA
TERM OF CONTRACT: JULY 1, 2021 – JUNE 30, 2024

considering the scheduling and replacement problems of the District, but in no case shall such leave be granted for more than twelve (12) consecutive months. An extension of leave may be granted, not to exceed an additional twelve (12) months.

10.5.4 There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction-in-force purposes, nor shall the time taken on parental leave count toward credit for probationary unit members in earning tenure status.

10.5.5 If a unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

10.6 PREGNANCY DISABILITY

10.6.1 Unit members are entitled to use sick leave as set forth in Sections 10.1 and 10.5 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

10.6.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Sections 10.1.1 and 10.2, and 10.5 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician. However, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

10.6.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

10.7 FAMILY CARE LEAVE

10.7.1 In accordance with law, the District shall grant family care leave to eligible unit members, without discrimination, when such leave does not constitute an undue hardship upon District operations. Unit members who are granted such leave shall be employed in the same or a comparable position upon returning from family care leave.

10.7.2 The District shall not be required to pay an eligible unit member during the period of any family care leave. A unit member shall not use sick leave during the period of any family care leave unless mutually agreed to by the District and the unit member.

10.7.3 If the eligible unit member's need for family care leave is foreseeable, he/she shall provide the District with reasonable notice of the need for the leave.

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA
TERM OF CONTRACT: JULY 1, 2021 – JUNE 30, 2024

- 10.7.4** If the eligible unit member's need for family care leave is foreseeable due to a planned medical treatment or supervision, he/she shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring the treatment or supervision.
- 10.7.5** An eligible unit member's request for family care leave to care for a child, a spouse, or a parent who has a serious health condition must be supported by a certification issued by the health care provider of the individual requiring care. The certification shall include the information set forth in subsection (i) (1) (A-D) of Government Code Section 12945.2. Upon expiration of the time estimated by the health care provider believes the employee needs to care for the individual requiring care, the unit member must immediately return to work.
- 10.7.6** Leave Provisions, including, but not limited to, Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA), shall be in accordance with Federal and State Law. Where differences between Federal and State provisions occur, the eligible unit member may request the more beneficial of the two.

NON-MEDICAL LEAVE

10.8 PERSONAL BUSINESS

A unit member may elect to use up to ten (10) days in a school year as Personal Business Leave. Administrative approval is only required if that leave extends a holiday or vacation period, and a unit member shall complete a form when making this request. Unit members shall be docked their per diem rate for any days taken in excess of ten (10) Personal Business days in the same school year.

10.9 BEREAVEMENT

- 10.9.1** A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if travel of more than 300 miles from home is required, without loss of salary on account of the death of any member of his/her immediate family. Bereavement days are not deducted from sick leave account.
- 10.9.2** For purposes of this provision, an employee, spouse, or registered domestic partner of the employee's immediate family member shall be limited to:
- Mother
 - Father
 - Grandmother
 - Grandfather
 - Grandchild
 - Sister
 - Brother
 - Daughter
 - Daughter-in-law

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA
TERM OF CONTRACT: JULY 1, 2021 – JUNE 30, 2024

- Son
- Son-in-law
- Any step-family member referenced in this article, or
- Any relative living in the immediate household

10.10 JUDICIAL

10.10.1 Unit members will be provided leave for regularly called jury duty and to appear in court when called as a witness due to his/her employment with the District.

10.11 OTHER LEAVE WITHOUT PAY

10.11.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, seniority or tenure credit, may be granted for a period of not more than one (1) school year for the following purposes: Peace Corps; care for a member of the immediate family who is ill; long-term illness of the unit member; service in an elected public office; professional study or research; or for personal reasons. The employee may request the option to purchase all fringe benefits while on leave without pay pursuant to this section.

Any unit member on leave may ask to take an additional year of leave. Each request is subject to the same process in place for the granting of leaves of absences.

The application for and granting of such leaves of absence shall be in writing. (Appendix G-3). In addition, a unit member on such leave shall notify the District Human Resources Development Office by March 1st of the school year as to intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

10.12 LEAVE VERIFICATION

10.12.1 Whenever there is a reason to question the validity of a request for paid leave, the District may require a unit member to provide a personal affidavit, doctor's certificate or other documentation on District approved forms, as verification of the unit member's request for paid leave.