

AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF THE
KONOCTI UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION
KONOCTI, CHAPTER 12
Chartered December 31, 1986
July 1, 2013 – June 30, 2016
Ratified by Board of Konocti Unified School District
May 1, 2013

ARTICLE III – LEAVES

3.1 All leaves are granted in compliance with and not in addition to leaves required to be granted by the Education Code.

3.2 Bereavement Leave (Pursuant to Education Code Section 45194)

Bargaining unit members are entitled to a leave of absence not to exceed three (3) days, or five (5) days if travel south of Fresno or out of state travel is required on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from other leaves.

Members of the immediate family, as used in this section, means the mother, stepmother, father, stepfather, grandmother, step-grandmother, grandfather, stepgrandfather, or a grandchild or step-grandchild, of the employee, or of the spouse of the employee, or the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, sister, or stepsister of the employee, or any relative living in the immediate household of the employee or foster parent or foster child approved by the court, or surrogate relative.

3.3 Sick Leave (Pursuant to Education Code Section 45191)

3.3.1 Every classified employee employed five (5) days a week for a full fiscal year by the school district shall be entitled to twelve (12) days leave of absence for illness, injury, or medical or dental care, exclusive of any days he/she is not required to render service to the District, with full pay for a fiscal year of service.

3.3.2 A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that portion of twelve (12) days

leave of absence for illness, injury, or medical or dental care as the number of months he/she is employed bears to twelve (12).

- 3.3.3 A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that portion of twelve (12) days leave of absence for illness, injury or medical or dental care as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of leave of absence for illness or injury to which they are entitled.
- 3.3.4 3.3.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.
- 3.3.5 Credit for sick leave 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 of the District shall not be eligible to take more than six (6) days or the appropriate amount to which he/she may be entitled under this contract until the first day of the calendar month after completion of six (6) months of active service with the District.
- 3.3.6 If any employee 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.
- 3.3.7 Any classified employee of any school district who has been an employee of that district for a period of one (1) calendar year or more and who terminates such employment for the sole purpose of accepting a position with the Konocti Unified School District and who subsequently accepts such position, within one (1) year of termination of his/her former employment shall have transferred with him/her to the District the total amount of earned leave of absence for illness or injury to which he/she is entitled under Education Code Section 45191. This transfer shall be made in the same manner as provided for certificated employees.
- 3.3.8 A classified employee who is a member of PERS whose effective date of retirement is within four (4) months of separation from employment with the District shall be credited for his/her retirement with service credit according to the provisions of Government Code Section 20862.5.
- 3.3.9 Verification
 - 3.3.9.1 The District shall require that the employee provide written verification by a physician of the employee's incapacity if the employee has been on sick leave for five (5) or more consecutive days.

3.3.9.2 The District Superintendent may require written verification of the employee's incapacity for less than five (5) days by a physician if he/she has reasonable grounds to believe that verification is appropriate under the circumstances and he/she so notifies the employee on the day for which sick leave is claimed, in person or by certified mail.

3.3.9.2.1 If the District requires the employee to be examined by a physician selected by the District, the District shall pay the cost of the examination fee.

3.3.9.2.2 If the employee is directed to select the physician, the employee shall be reimbursed for out-of-pocket expenses by the employer for the cost of the examination fee (up to a limit of one hundred [100] dollars), unless the employee is found to have been without physical incapacity.

3.4 Personal Necessity Leave (Pursuant to Education Code Section 45207)

3.4.1 A bargaining unit employee may use no more than ten (10) days of accumulated sick leave per school year in case of personal necessity. Advance notice should be given to the principal/supervisor whenever possible.

3.4.2 For the purposes of this section, "personal necessity" is defined as:

3.4.2.1 Death or serious illness of a member of the employee's immediate family

3.4.2.2 Accident involving the person or property of the employee, or his/her family

3.4.2.3 An emergency requiring the response, of the employee during normal working hours

3.4.2.4 A court appearance as a litigant.

3.4.2.5 Health care of a family member or other person residing in the household

3.4.2.6 The death of a friend or relative not included in the Bereavement Leave

3.4.2.7 A special ceremony (such as a funeral, wedding, graduation, or honor awarding achievement) of a friend or a family member

- 3.4.2.8 Five (5) of the days may be taken for compelling personal reasons which cannot be dealt with other than during the employee's working hours and is not a violation of Paragraph 3.4.3 below.

The employee must complete and sign a form provided by the District specifying the basis for the request.

- 3.4.2.9 If the Superintendent or his/her designee determines that a life threatening family illness creates unusual and extraordinary circumstances that warrant it, he/she may be granted an additional two (2) personal necessity days per year to be taken from accumulated sick leave upon request. The Board of Trustees may, at its sole discretion, extend these days by resolution in an individual case.

- 3.4.2.10 The day after an overnight fieldtrip, a driver may use accumulated sick/personal necessity if unable to drive due to Department of Transportation regulations.

3.4.3 For the purposes of this section, "personal necessity" shall not include:

- 3.4.3.1 Pursuit of business, financial or economic interests of the employee, except under extraordinary circumstances with the advance permission of and at the sole discretion of the District Superintendent.

- 3.4.3.2 Vacation or other recreational purposes.

3.4.4 Except in the case of circumstances set forth in Section 3.4.2.1, 3.4.2.2, and 3.4.2.9 hereof, advance permission for leave taken pursuant hereto must be obtained from the District Superintendent or designee, who shall have sole discretion to determine whether the request for leave qualifies hereunder. If possible, advance notice of taking leave under Section 3.4.2.1, 3.4.2.2, and 3.4.2.9 shall be given by the employee to the District Superintendent or designee.

3.4.5 Personal necessity leave shall not be used for purposes of strikes, sick outs, blue flus, or other job actions. If the Governing Board determines that personal necessity leave has been taken for such purpose, no salary shall be paid for the days of said leave. It is understood that misuse of personal necessity leave is illegal and may be grounds for disciplinary action.

3.5 Maternity Leave (Pursuant to Education Code Section 45193)

- 3.5.1 Any classified employee who is required to be absent from duty because she is pregnant, or has miscarried or has given birth, is entitled to an

unpaid leave of absence. The length of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancies, miscarriages, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or permanent disability insurance or sick leave plan available in connection with employment by the school district. Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, shall be paid leaves of absence to the same extent as leaves for illness, injury or disabilities.

3.5.2 The employee may return to her position with the school district when her attending physician determines that she is able to completely fulfill her assigned duties. A statement from the attending physician verifying the health status of the employee and her ability to return to employment shall accompany the request for reinstatement.

3.5.3 A maternity leave shall not be construed as a break in the continuity of the period of service required for achieving permanent status. The actual time off during a maternity leave, however, shall not be considered as employment nor will the time be counted toward fulfillment of the probationary period.

3.5.4 Probationary employees on maternity leave who have completed seventy-five percent (75%) of the probationary period, exclusive of the leave period, shall have the year's credit toward permanent status.

3.5.5 No credit shall be permitted for time spent on maternity leave including step advancement on the salary schedule for service, unless the employee has completed seventy-five percent (75%) of the full-time working year in which the maternity leave was granted.

3.6 Jury Duty and Court Appearances (Pursuant to Education Code Section 44036)
Leave of absence to serve on a jury shall be granted with no loss in pay provided the employee endorses any jury duty fee received to the District.

3.7 Leave Without Pay

Leave without pay may be granted by the Superintendent or designee for a period not to exceed one (1) week. Leaves without pay for greater periods of time may be granted only by Board action.

3.8 Other Leaves

Classified employees may be granted full pay with no salary deduction made for absence due to attendance at a meeting or conference with District permission.

3.9 Industrial Injury Leave (Pursuant to Education Code Section 45192)

The Board of Trustees of the Konocti Unified School District hereby specifically limits the school district liability for industrial accident or illness to the minimum provisions mandated by Education Code Section 45192.

- 3.9.1 Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same accident.
- 3.9.2 Allowable leave shall not be accumulated from year to year.
- 3.9.3 Industrial accident or illness leave will commence on first day of absence.
- 3.9.4 Payment for wages lost on any day shall not, when added to the award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- 3.9.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 3.9.6 When an industrial accident or illness occurs at a time when the full sixty (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.
- 3.9.7 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 his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 3.9.8 Any employee receiving benefits as a result of this section shall, during the period of injury or illness, remain within the state of California unless the Governing Board authorizes travel outside the state.
- 3.9.9 Classified employees of the Konocti Unified School District who have been continuously employed for a period of six (6) months shall be eligible for the benefits of this leave policy.
- 3.9.10 The period of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 3.9.11 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensation time off or

other available leave provided by law or the action of the Governing Board, the employee shall endorse to the District wage loss benefits 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.

3.9.12 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 thirty-nine (39) months. When available, during the thirty-nine (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 funds, in which case the person shall be listed in accordance with the appropriate seniority regulations.

3.9.13 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.

3.10 Family Care and Medical Leave

The District shall comply with the Family Care and Medical Leave Act (G.C. 12945.2) for all employees in the bargaining unit regardless of hours worked in the previous year.

3.11 Extended Sick Leave

The District shall comply with Article 3 – DIFFERENTIAL COMPENSATION as defined in Education Code 45196.

3.12 Catastrophic Sick Leave

3.12.1 Employees in the bargaining unit may donate eligible sick leave to any classified employee in the District when that employee or a member of his/her family suffers from a catastrophic illness or injury. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee or a family member for an extended period of time. Eligible sick leave credit shall be granted under the following conditions:

3.12.1.1 The employee presents medical verification (as defined in G.C. 12945.2) for himself/herself or for his/her family member (as defined in G.C. 12945.2) that the need exists. The verification shall define the time of leave needed.

3.12.1.2 The Superintendent or his/her designee has determined that the employee is unable to work due to the employee's or his/her family member's catastrophic illness.

3.12.1.3 The employee has exhausted all accrued paid sick leave, vacation time and compensation time.

3.12.2 In the case where the bargaining unit employee is using catastrophic sick leave for himself/herself, the employee must have applied or be in the process of applying for the wage continuance insurance provided for in this Agreement.

The amount of leave allowed in this case is for a maximum of thirty (30) days which is the elimination period provided in the wage continuance insurance.

3.12.3 In the case where the bargaining unit employee is using catastrophic sick leave for the care of a child, spouse or parent as defined in G.C. 12945.2, the number of days used is to be the number of days available in the pool or donated to the employee, but is not to exceed one-hundred eighty-three (183) days within twelve (12) consecutive months.

3.12.4 Employees may donate eligible sick leave in the following manner:

3.12.4.1 For use by a specific classified employee in this district. If the sick leave is not used by that employee, the donating employee shall choose that unused sick leave be:

- a. returned to the donating employee,
- b. put into a pool for use by members of classified service including classified confidential and classified management who qualify for catastrophic sick leave under the provisions of this policy.

3.12.4.2 To a pool to be used by members of the bargaining unit who qualify for catastrophic sick leave under the provisions of this policy.

3.12.5 A pool for the donation of sick leave for the use by qualifying bargaining unit employees qualified in this policy shall be created with the following restrictions:

3.12.5.1 Employees may donate up to five (5) days of sick leave per year to the pool to be used by members of this bargaining unit.

3.12.5.2 Sick leave donated to the pool shall stay in the pool.

3.12.6 The following restrictions shall also apply to this catastrophic leave policy:

3.12.6.1 Bargaining unit members using donated sick leave for catastrophic illness/injury of a family member shall have this leave time run concurrent with the twelve (12) week Family Care and Medical Leave Act.

3.12.6.2 Health benefits shall continue during the use of the catastrophic leave policy.

3.12.6.3 Sick leave shall be donated in units of days.

3.12.6.4 Employees shall earn no more than one (1) day's salary during the catastrophic leave.

3.12.6.5 The District is to keep all sick leave donations confidential.

3.13 Any employee using extended sick leave, catastrophic sick leave or family leave who is not able to return to duty after twelve (12) consecutive months will be placed on a thirty-nine (39) month re-employment list.