

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE KONOCTI UNIFIED SCHOOL DISTRICT AND THE KONOCTI PROFESSIONALS ASSOCIATION

July 1, 2009 through June 30, 2012
Ratified: February 5, 2010

ARTICLE VI - LEAVES

The leaves herein are granted in compliance with the minimum requirements of the Education Code. These days are not in addition to the days required by the Education Code unless specified in this Article.

A. Sick Leave (Pursuant to Education Code Section 44978)

1. Every full-time bargaining unit employee shall be entitled to ten (10) days of paid sick leave per school year, earned on July 1 of each year. Part-time bargaining unit employees shall be granted a prorated share of sick leave entitlement. Said leave is to be used solely for illness or other physical disability preventing the employee from performing his/her duties, except as provided in Section K of this Article.
2. Unused sick leave shall accrue from school year to school year, as provided by law, and may be used at any time during the school year subject to the requirements of this Article.
3. Verification
 - a. 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.
 - b. The District Superintendent may require written verification by another person (medical preferred) of the employee's incapacity for less than five (5) days if he/she has reasonable grounds to believe that verification is appropriate under the circumstances.
4. The District shall provide, no later than October 15 of each school year, each KPA member with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year.
5. Salary deductions may be made for illness or accident beyond the days covered by full pay sick leave or upon failure to provide the required verification unless as provided in this bargaining agreement.

B. Catastrophic Leave Policy

Bargaining unit members may donate eligible sick leave credits to an employee 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 and/or the family member for an extended period of time. Catastrophic leave shall be granted when the employee has exhausted his/her sick leave and additional leave is needed.

Eligible sick leave credits may be donated to another employee for a catastrophic illness or injury if all of the following requirements are met:

1. The employee who is, or whose family member is, suffering from a catastrophic illness or injury, or his/her designated representative, requests the District personnel office that eligible sick leave credits be donated. The employee shall provide verification from a physician that such a catastrophic illness or injury exists and that it will keep the employee out of work for an extended period of time.
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. Any employee using catastrophic leave days pursuant to this policy may not use such leave days for a period to exceed one-hundred and eighty-three (183) days or twelve (12) consecutive months.
4. The employee has exhausted all accrued paid leave credits.

If the transfer of eligible leave credits is approved by the District, any certificated employee may, upon written notice to the personnel office, donate eligible sick leave credits in increments of one (1) day subject to the following provisions:

1. All transfers of eligible sick leave credit are irrevocable.
2. Donations by employees may not exceed a cumulative total of one-hundred and eighty-three (183) days for any designated employee suffering from a catastrophic illness or injury.
3. Once sick leave days have been transferred, these days then belong to the designated employee; however, such days may not be used for service credit for retirement with STRS/PERS, nor may they be used for personal necessity except in the case of death or serious illness of a member of his/her immediate family.
4. The transfer of all such sick leave days will be done in a confidential manner so that the recipient will not know the donor.
5. The District and KPA will establish regulations and procedures to allow such donated sick leave days to be used by the designated employee based upon immediate need.

C. Five Months Partial Paid Sick Leave (Education Code Selections 44977 and 44983)

1. If a bargaining unit member has utilized all accrued sick leave and is still absent from duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid the substitute employed or 50% of the bargaining unit member's salary, whichever is less. If no substitute is employed, then the amount of salary deducted in any month shall not exceed the sum which would have been paid the substitute employed, or 50% of the bargaining unit member's salary, whichever is less. The school District shall make every reasonable effort to secure the services of a substitute employee.
2. The five (5) school months shall not include the ten (10) days of sick leave for the year in which extended partial payment sick leave is taken. Partial pay will be made after the utilization of accrued sick leave for past years.

D. Bereavement Leave

Bargaining unit members are entitled to a leave of absence, not to exceed three (3) days, or five (5) days if 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, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister 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.

E. Jury Duty and Court Appearances

Leave of absence to serve on a jury or to appear as a witness in court other than as a litigant shall be granted with no loss in pay provided the employee endorses any fees received to the District (Education Code Section 44036).

F. Leave Without Pay

Leave without pay may be granted by the Superintendent for a period not to exceed one (1) week. Leaves without pay for greater periods of time may be granted only by Board action (Education Code Section 44962).

G. Maternity Leave (Pursuant to Education Code Section 44978 and 44965)

1. Any bargaining unit member who is required to be absent from duty because the member is pregnant, has miscarried, has given birth, or needs to care for an infant 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, miscarriage, childbirth, and the recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan. 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.

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 the ability to return to employment shall accompany the request for reinstatement.
3. A maternity leave shall not be construed as a break in the continuity of the two-(2) year period of service required for achieving permanent status.
4. The actual time off during a maternity leave, however, shall not be considered as employment nor will the time contribute toward fulfillment of the two (2) consecutive years of service.
5. Probationary employees on maternity leave who have completed seventy-five percent (75%) of the teaching days in one (1) school year, exclusive of the leave period, shall have the year's credit toward permanent status.
6. No credit shall be permitted for time spent on maternity leave including step advancement on the salary schedule or service, except as otherwise provided by law.
7. Any employee shall have the right to utilize sick leave provided for in this section for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

H. Family Care and Medical Leave

1. The District shall comply with The Family Care and Medical Leave Act (G.C. 12945.2) as follows:
2. This leave is separate from, and in addition to, maternity leave provided in Article VIII G of the contract.
3. Every bargaining unit member is entitled to an unpaid leave of absence for the following reasons:
 - a. the employee's own serious health condition, or
 - b. the serious health condition of a family member, or
 - c. the birth, adoption, or acceptance of placement of foster care of a child of the employee.
4. For purposes of this leave, "serious health condition" shall refer to an illness, injury, impairment, or physical or mental condition that involves continuing treatment or supervision by a health care provider, whether inpatient or outpatient in nature.

5. “Family member” shall include any spouse, parent or child, regardless of whether the family member lives in the home or is natural, adopted, step, or in-law. “Family member” shall also include any member of the household occupying the same residence as the bargaining unit member regardless of relation.
6. To the extent possible, the employee shall provide the employer reasonable advance notice of the need for the leave and the dates of the leave.

“Reasonable” shall be defined as follows:
 - a. Two (2) weeks,
 - b. Or, as soon as the employee is aware of the need for the leave.
7. The length of the leave shall not exceed twelve (12) work weeks, and shall be limited to the amount of time that the employee needs to provide care or the duration of the employee’s own serious health condition, as provided by the law. The Superintendent may require certification according to the procedure set forth in the law if he/she believes that there are grounds that certification is appropriate under the circumstances.
8. Intermittent or reduced leave must be approved by the Superintendent or School Board and is subject to paragraph 6 above.
9. During the Family Care and Medical Leave period, the employee shall retain his/her original date of first paid service for seniority purposes; however, the employee shall not continue to accrue days of service for purposes of obtaining permanent or probationary status.
10. The employee shall continue to receive paid health benefits, subject to the provisions of the law.
11. Upon granting the leave requested, the District guarantees re-employment in the same or a comparable position except as provided bylaw.
12. A bargaining unit member, while on Family Care and Medical Leave, who gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the first work day following the originally expected expiration date of the leave, except as mutually agreed between the employee and the District.
13. A bargaining unit member may, but is not required to, substitute any accrued paid leave for unpaid Family Care and Medical Leave. However, should the employee use sick leave, personal necessity, or other types of paid leave for a Family Care and Medical Leave situation, these days will be counted against the twelve (12) weeks of unpaid Family Care and Medical Leave. Otherwise, Family Care and Medical Leave is in addition to all other leaves accorded a unit member under this Agreement.

I. Military Leave

Bargaining unit members who enter the active military service within the meaning of Education Code Section 44800 shall be afforded the rights and benefits which are provided by the California Education Code or by other state or federal statutes.

J. Industrial Injury Leave

The Board of Trustees of the Konocti Unified School District hereby specifically limits the school District's liability for industrial accident or illness leave to the minimum provisions mandated by Education Code Section 44984.

1. Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wages for the day.
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.
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.
7. When entitlement to industrial accident or illness leave has been exhausted, other sick leave acquired under Education Code Section 44978 will then be used. If any employee is receiving Workers' Compensation he/she shall be entitled to use only as much of his/her available sick leave, or other available leave which, when added to the Workers' Compensation award, provided for a full day's salary.

K. Educational Improvement and Related Purposes Leave:

1. Leave for professional improvement, travel, research, writing, exchange teaching, peace corps service, and similar purposes of benefit educationally to the staff member and the school District may be granted without pay for a period not to exceed one (1) year.
2. Reasonable extension of the leave may be granted by the Board upon recommendation of the Superintendent.
3. Paid leave for professional improvement may be granted for year-round KPA members for up to ten (10) days per year if the class/workshop is necessary for obtaining continued licensure or credential and is approved by the Superintendent or his/her designee.

L. Personal Necessity Leave (Education Code Sections 44978.5 and 44981)

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 whenever possible.
2. For the purpose of this section, “personal necessity” is defined as:
 - a. death or serious illness of a member of the employee’s immediate family
 - b. accident, involving the person or property of the employee or his/her family
 - c. an emergency requiring the response of the employee during normal working hours
 - d. a court appearance as a litigant
 - e. health care of a family member or other person residing in the household
 - f. the death of a friend or relative not included in the Bereavement Leave
 - g. a special ceremony (such as a funeral, wedding, graduation, or honor awarding achievement) of a friend or a family member
 - h. 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 in violation of Paragraph 3 below.
3. For the purpose of this section, “personal necessity” shall not include:
 - a. pursuit of business, financial, or economic interests of the employee, except under paragraph 5 below
 - b. vacation or other recreational pursuits.
4. The Superintendent or his/her designee may grant a waiver allowing personal necessity days to be used for a specific business, financial or economic interest.
5. The Board of Education may, at their sole discretion, extend these days by resolution in an individual case.
6. Misuse of personal necessity leave may result in disciplinary action.

M. Sabbatical Leave (Education Code Sections 44966 - 44973)

1. The Board, may grant a member a leave of absence not to exceed one (1) year for the purpose of permitting study or travel which will benefit the District
2. Bargaining unit members must have been employed by the District for seven (7) consecutive years before they can request a sabbatical leave.

3. If the Board grants a request for sabbatical leave, the Board shall pay one-half (50%) of the member's salary for the period of the leave. Compensation shall be paid to the member while on the leave of absence in the same manner as if the member were working in the District.
4. Every member, as a condition of being granted a sabbatical leave, must agree in writing to render a period of service which is equal to twice the period of the leave.
5. The member may contribute to the District the full costs of health and welfare benefits during the sabbatical leave, or be dropped from coverage by the District.
6. Applications for sabbatical leave must be filed with the District no later than April 15 for leaves affecting the fall semester or full school year. Applications for sabbatical leave must be filed with the District no later than October 10 for leaves affecting the spring semester. Notification of final judgment on sabbatical leave shall be given within one (1) month of filed application date.
7. All applications for sabbatical leave must be filed in writing with a specific listing of the reasons for the leave, a specific listing of what will be accomplished during the leave, and a specific listing of how the leave will benefit the District
8. Prior to return from a sabbatical leave, the member must file a written, detailed report with the District concerning evidence of how the stated accomplishments in provision 7 were satisfied.
9. At the expiration of the sabbatical leave, the member, unless otherwise agreed to, shall be reinstated in the position held at the time of the granting of the leave.