

1 **ARTICLE 13: LEAVE POLICIES**

2 **Section 13.1 - Definition.** The benefits which are expressly provided by this section, Article 13, are the sole
3 benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave
4 benefits are not incorporated, either directly or implicitly, into this Agreement.

5 **Section 13.2 - Sick Leave.**

6 a. **Annual Accrual** - Sick Leave shall be earned by the full time unit members based upon the number of
7 days worked during the school year. The following shall apply:

<u>Annual Accrued Hours:</u>				
<u>Days Worked</u>	<u>Sick Days</u>	<u>7.25 hr. day</u>	<u>8 hr. day</u>	
183	12.3	89.18	98.4	
188	12.6	91.35	100.8	
192	12.8	92.10	102.6	
194-195	12.9	93.53	103.2	
206	13.5	97.88	108.0	

15 Unit members who work less than a full time contract shall be entitled to that portion of sick leave as the
16 number of hours per week or percentage of year of a full time unit member in a comparable position. Sick leave
17 shall be accumulated without limit. This leave is transferable within the State according to the appropriate
18 provisions of the California Education Code. Each unit member, shall be notified of their accumulated leave by
19 no later than September 20 of each fiscal year.

20 b. **Credit of Sick Leave** - Sick leave is credited to the unit member's account in advance of being earned at
21 the beginning of each school year. The amount of sick leave an employee may use at any one time is the
22 total amount credited to the unit member's account, whether or not it has actually been earned. An
23 employee on a continuing long term absence will have the current year's sick leave credited to their
24 account on the first day they return from long term leave. If they are unable to return from long-term
25 leave, then they will be paid for that portion which is earned at the end of their long-term leave.

26 c. **Summer School** - Additional sick leave will be accumulated for teaching the full summer session and/or
27 semester. Additional hours will be based on the total hours of summer school divided by a factor of
28 twenty (20) equals the number of hours of additional sick leave. Such hours shall be added to the unit
29 member's accumulated sick leave hours.

30 d. **Use of Sick Leave** - A unit member may use credited sick leave any time during the school year. Summer
31 school teachers may utilize, during the summer, any sick leave accumulated during the prior school year.
32 After a unit member has used all of his/her earned sick leave for the current year's service, they may use
33 sick leave, which has been earned and unused in prior years.

34 e. **Long Term Illness or Accident Leave (Ed. Code 44977)** - After all earned sick leave has been used, based
35 on a doctor's off-work order, an additional five (5) months or 100 days of difference pay, whichever is

1 longer, for long term illness or accident leave shall be granted. Difference pay is the difference between
2 the unit member's per diem contract salary and the District's daily or long-term substitute rate of pay.

3 f. **Sick Leave Without Pay** - When all available paid leaves have been exhausted and the unit member is
4 not able to resume the duties of his/her position, the unit member shall request a leave of absence
5 without pay, apply for retirement, or elect to resign. The District will notify the unit member of his/her
6 options and when the paid status ends. Within thirty (30) days of notification, the unit member must
7 request a leave of absence, resign, or retire, the District will place the unit member on an "other leave
8 without pay" (Section 13.11).

9 g. **Overuse of Sick Leave** - A unit member must reimburse the District for any overuse of sick leave.
10 Deductions will be made from the unit member's pay warrant.

11 h. **Proof of Illness** - The District shall require a physician's verification of illness if any unit member has
12 been on sick leave for more than five (5) consecutive days. The District reserves the right, for good
13 cause, to require proof of illness for absences of five (5) days or less.

14 i. **Notification of Absence** - Except in emergencies, a classroom teacher shall contact the District's
15 substitute placement office, not less than two (2) hours prior to the start of the workday to permit the
16 District time to secure a substitute. Other unit members should contact their immediate supervisor or
17 designee as soon as the need to be absent is known. If the actions of the unit member, creates a
18 situation where a substitute reports to the workplace when not needed and cannot be reassigned, the
19 unit member shall pay the cost of the substitute through the use of leave, if available, or by payroll
20 deduction.

21 j. **Partial Day Absence** - For illness, family illness, or personal necessity, when a unit member is absent
22 during any part of the duty day, the payroll office will be instructed to charge accrued leave against the
23 absent unit member in quarter hour increments whether or not another unit member or substitute is
24 employed to substitute for the absent unit member.

25 **Section 13.3 - Personal Necessity Leave.**

26 a. **Entitlement** - Unit members shall be entitled to use no more than ten (10) days of accrued sick leave
27 during the school year in cases of personal necessity. The time used shall be deducted from and shall
28 not exceed the number of full days of sick leave to which the unit member is entitled.

29 b. **Use of Personal Necessity Leave** - Unit members may use all or part of the ten (10) annual personal
30 necessity days for personal emergencies. In such cases, the unit member shall not be required to
31 provide advance notice for personal necessity leave. Personal necessity leave for emergencies shall
32 include any of the following:

- 33 1. The death of a member of the employee's immediate family when the number of days of
34 absence exceeds the limit provided in the Bereavement Leave Section of this Article.
- 35 2. An unforeseen crisis involving the employee's property or the person or property of a member of

1 the employee's immediate family. Such unforeseen crises must (a) be serious in nature, (b)
2 involve circumstances the employee cannot disregard, and (c) require the attention of the unit
3 member during such unit member's assigned hours of service.

4 3. An illness, including pregnancy of a unit member's spouse, or a member of the unit member's
5 immediate family, serious in nature, which, under the circumstances, the unit member cannot
6 disregard and which requires the attention of the unit member during such unit member's
7 assigned hours of service.

8 4. Imminent danger to the home of a unit member, occasioned by a factor such as flood or fire,
9 serious in nature, and which requires the attention of the unit member during such unit
10 member's assigned hours of service.

11 c. **Personal Business** - Unit members may not use more than six (6) of the ten (10) annual personal
12 necessity days for personal business school year. Determination of what constitutes personal business
13 for a given unit member shall be the responsibility of the unit member. Such leave shall not be used for
14 any of the following purposes:

15 1. Recreation.

16 2. Engaging in other employment, including self-employment, either directly or indirectly.

17 3. Any illegal activity.

18 d. **Advance Notice of Personal Necessity Leave** - A request for personal necessity leave for personal
19 business must be made to the on-site administrator twenty-four (24) hours in advance of the request
20 leave date. No less than one (1) unit member or more than five percent (5%) of the unit members,
21 whichever is greater, at a work site may use personal necessity leave for personal business on the same
22 day. If possible, the leave should not be used the first or last five days of the semester/trimester or the
23 day before or after a scheduled holiday.

24 **Section 13.4 - Bereavement Leave.**

25 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of
26 absence if 400 miles (one way) of travel is required, without loss of salary, on account of death of any
27 member of his/her immediate family.

28 **Section 13.5 - Immediate Family Defined** - For purposes of Article 13, immediate family member shall be limited
29 to mother, father, grandparent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-
30 law, father-in-law, niece, nephew, or grandchild of the unit member. For any relative or person who is living in
31 the immediate household of the unit member, proof of residency may be required.

32 **Section 13.6 - Leave for Pregnancy Disability.**

33 a. **Entitlement to Use Sick Leave** - Unit members are entitled to use sick leave as set forth in Section 13.2,
34 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery on the same
35 terms and conditions governing leaves of absence for other illness or medical disability. The length of

1 such disability leave, including the date on which the leave shall commence and the date on which the
2 duties are to be resumed, shall be determined by the unit member and the unit member’s physician.

- 3 b. **Entitlement to Use Unpaid Leave** - Unit members are entitled to leave without pay or other benefits for
4 disabilities because of pregnancy, miscarriage, childbirth, or recovery, when all other available leaves of
5 this Article have been exhausted. The date on which the employee shall resume duties, shall be
6 determined by the unit member on leave and the unit member’s physician. The unit member on leave
7 for pregnancy disability shall be entitled to return to a position comparable to that held at the time of
8 leave.

9 **Section 13.7 – Parental Leave**

- 10 a. Parental Leave under the California Family Rights Act – Pursuant to Education Codes
11 section 44977.5, as amended by Assembly Bill 2393, when a unit member takes parental leave, he or she
12 may use any or all current or accumulated full-paid sick leave, not to exceed twelve (12) workweeks.
- 13 1. When a unit member has exhausted all sick leave, including accumulated sick leave,
14 and continues to be absent for parental leave under the California Family Rights Act
15 (CFRA; Government Code section 12945.2), he or she may use up to twelve (12)
16 workweeks of substitute differential pay leave concurrently with the unpaid CFRA
17 Leave entitlement. The twelve (12) workweeks shall be reduced by any period of
18 parental leave pursuant to CFRA (Governmental Code Section 12945.2).
 - 19 2. For this leave only, all sick leave shall be utilized and exhausted before differential pay
20 shall be in effect.
 - 21 3. In order to be entitled to the substitute differential paid leave, the unit member must be
22 eligible for CFRA child bonding leave, except that effective January 1, 2017, he or she
23 need not have worked 1,250 hours in the twelve (12) months prior to commencing the
24 Leave. Paid leave used under this section shall run concurrently with unpaid CFRA
25 child bonding leave.
 - 26 4. A unit member shall not be provided more than one – twelve (12) week period of
27 parental leave during any twelve (12) month period.
 - 28 5. For purposes of this section, “parental leave” means leave taken for the reason of the
29 birth of a child of the unit member, or placement of a child with the unit member in
30 connection with the adoption or foster care of the child by the unit member, as provided
31 in the CFRA. Such leave must be taken within twelve (12) months of the birth of the
32 child or placement of the child for adoption or foster care. Non-birthing parents are
33 required to submit proof of birth, adoption, or foster care placement as soon as possible
34 after the birth or placement.
 - 35 6. Leave taken under this section shall be in addition to leave taken by the unit member

1 due to her disability caused by pregnancy, childbirth, or related medical condition as
2 described in 13.6a.

3 7. The right to this paid child bonding leave shall apply to leaves commencing or
4 continuing on or after July 1, 2016. It shall not be retroactive and if a unit member has
5 already used part or all of his or her entitlement to child bonding leave under CFRA, the
6 unit member shall be entitled to this paid leave on for CFRA child bonding leave taken
7 after July 1, 2016.

8 b. **Unpaid Leave** – At any time during the eight (8) months prior to becoming a parent or
9 within thirty (30) days thereafter, a unit member who is not eligible for or does not wish to use sick
10 leave for pregnancy may be granted an unpaid leave of absence under this section. The unit member’s
11 request shall be made in writing at least thirty (30) school days prior to the anticipated starting date of
12 the leave. A leave under this section shall normally be granted for not less than a full semester or for
13 the remainder of the semester in which the request is filed. The District may grant a shorter leave when
14 requested by the unit member.

15 If a unit member is granted leave under this section and, after the leave is granted, the unit member
16 desires to return to work prior to the end of the leave, the unit member may request immediate
17 reinstatement to a position of like status and benefits. The District shall grant such a request when
18 there is vacancy for which the unit member is deemed qualified by the District. At the time the leave
19 would normally have ended, the unit member shall be entitled to return to a position comparable to
20 that held at the time of the leave.

21 b. **Adopting Parents Leave** – The unit member may use up to five (5) days of personal necessity leave to be
22 engaged in the procedures of legally adopting a child. These procedures include possible necessary
23 travel, receipt of child, and legal responsibilities associated with the adoption.

24 **Section 13.8 - Industrial Accident Leave.**

25 a. **Entitlement** - Unit members will be entitled to industrial accident leave according to the provision in the
26 California Education Code for personal injury, which has qualified for Worker’s Compensation.

27 1. Such leave shall not exceed sixty (60) days during which the schools of the District are required
28 to be in session or when the employee would otherwise have been performing work for the
29 District for the same industrial accident.

30 2. The District has the right to have the unit member examined by a physician designated by the
31 District to assist in determining the length of time during which the unit member will be
32 temporarily unable to perform assigned duties and the degree to which a disability is
33 attributable to the injury involved.

34 3. For any days of absence from duty as a result of the same industrial accident, the unit member
35 shall endorse to the District any wage loss benefit check issued by the District through the

1 insurance carrier or agent which would make the total compensation from both sources exceed
2 100 percent of the amount the unit member would have received as salary had there been no
3 industrial accident or illness.

- 4 4. If the unit member fails to endorse to the District any wage loss disability indemnity check
5 received on account of the industrial accident or illness as provided above, the District shall
6 deduct, from the unit member's salary warrant, the amount of such disability indemnity actually
7 paid to and retained by the unit member.
- 8 5. A unit member receiving benefits as a result of this section during periods of injury or illness,
9 shall remain within the State of California unless the Board of Education authorizes travel
10 outside the State or unless so directed in writing by a physician.
- 11 6. When entitlement for industrial accident or illness leave has been exhausted, the District will
12 coordinate the temporary disability with the employee's other available paid leave, to keep the
13 employee in a full paid status as long as possible.
- 14 7. Industrial accident and illness leave will be reduced by one day for each day of authorized
15 absence regardless of a compensation award made under Worker's Compensation.
- 16 8. When all available paid leaves have been exhausted and the unit member is not able to resume
17 the duties of the unit member's position, he/she shall, within thirty (30) days request a leave of
18 absence without pay, apply for retirement, or elect to resign. Should the unit member fail to
19 choose one of these options, the District will place the unit member on an unpaid leave of
20 absence to the end of the school year. The District shall notify the unit member in writing of
21 such action. Failure of the unit member to resign or apply for retirement by the end of the
22 school year shall constitute a voluntary resignation.

23 **Section 13.9 - Judicial Leave.**

- 24 a. Unit members will be provided leave for regularly called jury duty and to appear as a witness in court,
25 other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit
26 member. The unit member shall submit a written request for an approved absence no less than ten (10)
27 days, if possible, prior to the beginning date of the leave as a witness.
- 28 b. The unit member shall pay to the District the jury service or witness fee exclusive of mileage.
- 29 c. Unit members on jury duty shall return to the District the court form indicating their presence for jury
30 service.
- 31 d. Unit members are required to return to work during any day or portion thereof within a reasonable time
32 after being released from jury duty or witness services (one (1) hour plus travel time is considered
33 reasonable).

34 **Section 13.10 - Military Leave.**

- 35 a. A leave of absence will be granted to unit members for the duration of required military service. Unit

1 members may return to work being subject only to being physically and mentally fit to serve the District.

- 2 b. Unit members who are members of the Armed Forces Reserve are expected to perform any annual
3 mandatory training duty during days schools are not in session. Exceptions will be considered when
4 there is written evidence from Armed Services that appropriate training for a particular individual is not
5 available during the days schools are not in session.
- 6 c. Such absence shall not affect adversely in any way the status, classification, or position of the unit
7 member. In the case of probationary unit members, the period of such absence shall not count as part
8 of the service required as a condition precedent to the classifying of such unit member as a permanent
9 employee of the District, but such absence shall not be construed as a break in the continuity of the
10 service of such an employee. If the unit member chooses within twelve (12) months of returning to
11 make-up his/her defined retirement contributions missed while on military leave, the District shall make
12 the appropriate matching contribution, as per STRS/PERS and IRS rules and regulations.
- 13 d. Within six months after the honorable discharge of the unit member from the Armed Forces of the
14 United States, the unit member shall be entitled to return to a similar position held at the time of
15 entrance into such military service, at the salary to which the unit member would have been entitled
16 had the unit member continued in the service of the school district. The District shall make a reasonable
17 effort to accommodate a veteran who returns with a service connected disability.
- 18 e. Unit members who are members of any Reserve Corps of the Armed Forces of the United States, or the
19 National Guard, or who are inducted, or who volunteer, or are otherwise ordered to active military
20 service, shall be granted one (1) month's military leave pay, or 1/10th of a classroom teacher's salary as
21 is provided in the Military and Veteran's Code. Unit members and/or their dependents shall be granted
22 a COBRA like health benefit for a period of up to eighteen (18) months at their expense.

23 **Section 13.11 - Other Leaves Without Pay.**

- 24 a. Upon recommendation of the Superintendent, and approval by the Board of Education, or by placement
25 in accordance with this Article, a unit member shall be granted leave without compensation, increment,
26 seniority, or tenure credit, for a period not to exceed one (1) school year.
- 27 b. The application for such leave shall be in writing. In addition, a unit member on such leave shall notify
28 the District Human Resources Office thirty (30) days prior to the end of the leave period as to an intent
29 to return to employment in the District at the beginning of the coming school year, trimester, or
30 semester. Failure to so notify will be considered a voluntary resignation.
- 31 c. The unit member on an unpaid leave of absence shall have the option of continuing health and dental
32 insurance benefits at their own expense during the period of unpaid leave. Leaves of absence extending
33 more than ninety (90) days will be placed under the Consolidated Omnibus Budget Reconciliation Act
34 (COBRA) plan for up to 18 months.
- 35 d. An unpaid leave of absence of up to one (1) year shall be granted to a unit member for the purpose of

1 raising his/her natural or adopted child.

2 **Section 13.12 - FMLA (Family Medical Leave Act of 1994).** FMLA leave provides twelve (12) weeks of unpaid
3 leave for unit members who completed a full year of service in the prior fiscal year. Leave under this article shall
4 entitle the unit member to all benefits of employment, except for salary, on the same basis as if the unit
5 member were not on leave. If the unit member fails to return from leave, for a reason other than the
6 continuation, recurrence, or onset of a serious health condition, then the unit member shall reimburse the
7 District for premiums paid to maintain group health benefits. . As per §825.213(3)(c) of the Family Medical Leave
8 Act of 1993, an employee who returns to work for at least 30 calendar days is considered to have “returned” to
9 work. For purposes of this article, the 30 calendar days will begin on the employee’s first day of return to
10 regularly scheduled work.

11 There will be no more than twelve (12) weeks of FMLA leave granted for any one qualifying event, this includes
12 both spouses. Leave may be taken in multiple segments of time if used for medical necessity as certified on the
13 FMLA leave application. Except in case of emergency, FMLA leave should be arranged thirty (30) days in
14 advance.

15 **a. Leave Qualifiers**

- 16 1. Personal Illness - Personal illness requires a physician's off work order and runs concurrent with
17 one-hundred (100) day long term illness leave.
- 18 2. Family Illness - Family as defined in section 13.5. Family illness requires medical certification on
19 the District's family illness request form. All available paid leaves such as personal necessity and
20 family illness leave must be used as part of the twelve (12) weeks of family leave.
- 21 3. New dependent care (birth, adoption, or placement of a foster child) - Dependent care leave
22 requires certification of new dependent on the District's leave request form. This leave must be
23 taken within one (1) year of new dependent's arrival. If not taken immediately following the
24 qualifying event, the leave must be arranged in advance with the supervisor's approval to cause
25 the least interruption the educational process. The unit member may take the leave in two (2)
26 segments.
- 27 4. Under AB2357 FMLA will be available for victims of domestic violence.
 - 28 a. This leave will be granted for:
 - 29 1. Medical attention
 - 30 2. Legal Assistance
 - 31 3. Services from a shelter, program, or rape crises center
 - 32 4. Psychological counseling
 - 33 5. Safety planning, including temporary or permanent relocation.
 - 34 b. If a unit member wishes to take time off under AB2357, he or she must give reasonable
35 notice to the District for one of the above listed activities unless advance notice is not

1 feasible. District may require verification that the absence was due to domestic violence.

2 Type of verification may include:

- 3 1. Police Reports
- 4 2. Court orders (or other evidence the employee appeared in court)
- 5 3. Other documentation from a:
 - 6 a. Medical professional
 - 7 b. Domestic Violence Advocate
 - 8 c. Health Care Provider
 - 9 d. Counselor

10 c. A unit member shall be allowed time off due to domestic violence under AB2357 if he or she
11 has not exhausted the maximum leave under FMLA.

12 d. The District shall maintain confidentiality if time off is requested under this law.

13 **Section 13.13 - Sick Leave Bank.**

14 e. **Intent of Bank** - The District and the Association agree to establishment of a Sick Leave Bank. The intent
15 of this bank is to provide additional financial protection to those unit members who incur a period of
16 prolonged non-industrial serious illness or hospitalization.

17 f. **Participation** - All permanent full-time certificated unit members and probationary unit members with
18 more than twenty (20) days of accumulated sick leave may participate in the bank. (Those unit members
19 participating in a full-time shared contract shall be considered full-time for this purpose.) The Bank shall
20 not be available to any unit member during a leave of absence.

21 g. **Donation of Days** - A unit member may elect to participate in the Sick Leave Bank by donating eight (8)
22 hours of his/her accumulated sick leave to the Bank. The unit member shall make this donation by filing
23 a "Certificated Sick Leave Bank Deposit" form with the Association during the open enrollment. This
24 donation shall be irrevocable. A donation to the Sick Leave Bank must be made from the unit member's
25 prior years' accumulated sick leave, and shall not be designated to a specific unit member for his/her
26 exclusive use.

27 h. **Additional Donations** - An additional eight (8) hours of contribution will be assessed of each participant
28 if the number of hours in the Bank falls below eight hundred (800) hours. Unit members who are
29 drawing from the Bank at the time of the assessment will not be required to contribute in order to
30 remain eligible to receive benefits from the Bank. A unit member may elect to donate additional hours
31 to the Bank. Such additional hours must be donated during the open enrollment period. Such
32 additional donations must be approved by the Sick Leave Bank Administration Committee.

33 i. **Enrollment Procedures** - The District shall establish an open enrollment period each year for unit
34 members to participate in the Sick Leave Bank. Such enrollment period shall be May 1 through June 15.
35 Unit members who donate during this open enrollment period shall be considered Bank participants

1 effective July 1 of the next school year. (Once a unit member becomes a participant in the Bank, the
2 unit member shall not be required to re-enroll each year.)

3 **j. Procedures to Use/Withdraw Sick Leave - Conditions and Restrictions**

- 4 1. In order to be eligible to withdraw sick leave from the Bank, the unit member must be a
5 participant (donor) and have exhausted all of his/her accumulated sick leave.
- 6 2. A unit member electing to use this Sick Leave Bank shall complete a Certificated Sick Leave Bank
7 Request for Withdrawal Form. The unit member must submit this form to the Association of
8 Colton Educators Office for processing. In the request, the unit member shall clearly state the
9 details of his/her injury/illness and the number of days of sick leave the unit member is
10 requesting from the Bank. Appropriate written verification of the illness or injury, including but
11 not limited to an off work order signed by the unit member's physician, must be included with
12 the request. The unit member should be prepared to provide additional documentation on the
13 nature and severity of the illness or injury if requested by the Sick Leave Bank Administration
14 Committee. The final decision of a unit member's request shall be made by the Sick Leave Bank
15 Administration Committee.

- 16 **k. Allowable Duty Days** - The maximum number of duty days allowed to be utilized by one unit member
17 for a single injury/illness shall not normally exceed twenty-five (25) duty days. A unit member may
18 request a specific number of days on one (1) Certificated Sick Leave Bank Withdrawal Form. The unit
19 member may request additional days up to the twenty-five (25) days by filing an additional request for
20 consideration by the Committee.

21 In situations of extreme hardship, a unit member may submit a request to the Sick Leave Bank
22 Administration Committee for days beyond the twenty-five (25) duty days. Additional days may be
23 granted to the unit member by the Committee based on the particular evidence of need presented in
24 each situation.

25 Any days approved by the Committee but unused by the unit member shall be returned to the Sick
26 Leave Bank.

- 27 **l. Method of Payment** - When a unit member uses a day from the Sick Leave Bank, pay for that day shall
28 be at the same rate the unit member would have received had the unit member worked that day. No
29 distinction shall be made as to the differing pay rates of the donor or the recipients.

- 30 **m. Cancellation of Participation** - Cancellation of the unit member's membership in the Bank occurs
31 automatically whenever the unit member fails to make an assessed contribution. The unit member shall
32 not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously
33 authorized for contribution to the Bank shall not be returned to the unit member's account of
34 accumulated sick leave.

- 35 **n. Accounting** - By September 20th of each year, the Payroll Office shall provide the Association with a

1 statement detailing the number of hours withdrawn from the Bank during the past year and the number
2 of hours available in the Bank as of the first of July of the current year. Should a unit member utilize sick
3 leave bank benefits while on differential pay status, the District shall deduct from the Sick leave Bank
4 only four (4) hours for each day for all days covered by the unit member's sick leave bank withdrawal.
5 While on differential pay status, combined with the four (4) hours from the bank, the unit member
6 would receive full pay.

7 o. **Termination of Sick Leave Bank** - If the Sick Leave Bank is terminated for any reason, the hours
8 remaining in the Bank shall be equally distributed to the current members of the Bank.

9 p. **Administration of Bank** - The District and the Association shall administer the Sick Leave Bank. By
10 committee, the District shall appoint two (2) and the Association shall appoint three (3) people to serve
11 as members of the Sick Leave Bank committee. The committee shall choose a chairperson. The Sick
12 Leave Bank committee shall be responsible for approving Sick Leave Bank deposits and withdrawals
13 from the Sick Leave Bank.

14 q. **Hold Harmless** - The Association agrees that it will not file, on its own behalf, or on behalf of any unit
15 member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve
16 donated sick leave used by another unit member pursuant to this provision. The Association also
17 agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or
18 lawsuit of any kind which attempts to challenge in any way the legality of enforcement of this provision.

19 The Association agrees to defend, indemnify, and hold harmless the District from any loss of damages arising
20 from the implementation of this provision. In the event of any grievance, claim or lawsuit challenging the
21 legality or enforcement of this provision, the District may terminate this provision upon written notice to the
22 Association.

23 **Section 13.14 - Short Term Leave.** Unit members may be granted a short-term leave of absence without pay
24 for reasons satisfactory to the District. If granted, the leave shall not exceed five (5) consecutive workdays
25 during any one (1) school year. Such leave shall not have any benefit adjustment.

26 **Section 13.15 - Unqualified Leave.** Any unit member who is absent from duty without explanation will be
27 considered on an unqualified leave. All unqualified leaves shall be considered an unpaid leave. If the
28 unqualified leave exceeds five (5) days, the unit member shall be placed on an Other Leave Without Pay until the
29 end of the term.

30 **Section 13.16 - Public Office Leave.** Any unit member covered by this Agreement is entitled to a leave of
31 absence when elected to public office. Such absence shall be without pay or benefits. Within six (6) months
32 after the expiration of the term of office to which elected, the unit member shall return to a comparable
33 position held at the time of beginning public office leave.

34 **Section 13.17 - Sabbatical Leave.** The Board may grant sabbatical leaves. Each school year, permanent unit
35 members shall have the right to apply for a sabbatical leave. To be qualified, a unit member must: 1) Be a

1 permanent unit member with at least seven (7) years of continuous service to the District; and 2) The unit
2 member must agree to return to the District for two (2) years of service upon completing the sabbatical. The
3 selection committee is to be composed of two members chosen by the District and two members chosen by the
4 Association and shall select unit members from a list of applicants. Applications, specifying the sabbatical
5 program, must be received by the first of January and selection completed or rejected by the first of February.

6 a. Sabbatical leave shall be for one full year with one-half ($\frac{1}{2}$) year's salary, or one-half ($\frac{1}{2}$) year with one-
7 fourth ($\frac{1}{4}$) year salary and full fringe benefits for the chosen unit member.

8 b. A subversion of this section, by the selected unit member, can lead to penalty imposed by the District,
9 not to exceed the value of the sabbatical pay.

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1 **ARTICLE 14: SAFETY CONDITIONS OF EMPLOYMENT**

2 **Section 14.1 - Safe Working Conditions.**

- 3 a. Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that
4 endanger their health.
- 5 b. The District shall comply with provisions of the California Occupational Safety and Health Act, as
6 amended (California Labor Code 6300, et seq.) and regulations relating thereto (California
7 Administrative Code Section 330, et seq.).
- 8 1. When cited for failure to provide a safe working condition at the place of employment, the
9 District shall, within two (2) days of receipt of citation, provide to the Association a copy of the
10 citation. The Association President or his/her designee shall be released with pay to participate
11 in any conference between the District's representative(s) and a CAL-OSHA Compliance
12 Inspection Engineer and/or to accompany the District representative(s), if any, and the CAL-
13 OSHA Compliance Inspection Engineer as the engineer conducts his/her walk around inspection.
- 14 c. The Association shall appoint one (1) representative to attend the District Safety Committee established
15 to implement the provisions of Labor Code 6401.7,(i.e., S.B. 198 Injury and Illness Prevention Program).
16 The District Safety Committee shall provide each work site with a general procedures booklet. The
17 District Safety Committee shall review and answer all inquiries and/or recommendations of the Site
18 Safety Committee.
- 19 1. All unit members are expected to comply with the Injury and Illness Prevention Program Policy.
20 Each unit member shall be provided a copy of said policy.
- 21 2. Upon notification of an unsafe condition or hazard, on a District form, the site supervisor will
22 investigate and report the findings and describe the measures taken to correct the condition,
23 when appropriate, to the District Risk Supervisor. The District shall correct unsafe and
24 unhealthy conditions and work practices in a timely manner based on the severity of the hazard.
- 25 3. A unit member's failure to comply with safety rules, procedures and policies shall be cause for
26 immediate disciplinary action by the District (Article 21).
- 27 4. With unit member participation, each site shall have a site safety committee, which shall meet
28 monthly and review "reports of unsafe condition or hazard", employee injuries reported, and
29 incidents of student accident. The Site Safety Committee shall review and enforce the site
30 inspection program and report unique or unaddressed site issues to the District Safety
31 Committee.
- 32 d. **Disaster Plan** - The District is responsible for coordinating contact with outside agencies, maintenance of
33 Emergency Procedures manuals, policy development and review, periodic training, equipment
34 maintenance, coordination of emergency evaluation drills, maintenance of District and work site safety
35 supplies, and maintenance of work site safety devices.