

ARTICLE 8

LEAVES

Exceptions: The provisions of Article VIII 8 shall not apply to unit members assigned to extra duty positions other than summer school teachers listed in Article H 2, Recognition.

8.1 Sick Leave Accrual

- 8.1.1 Consistent with Education Code section 44978, every year, each full Full-time unit members shall accrue eleven (11) days of be entitled to 10 days' leave of absence for illness or injury per year. Such These days, plus all previously accrued and unused days, may also be used for: purposes of sick leave, purposes of personal necessity leaves, pregnancy leave, reproductive pregnancy loss leave, industrial accident leave in excess of 60 days fully paid, and parental bonding leave, and child adoption leave as set forth in this Agreement.
- 8.1.2 Sick leave shall accrue monthly at the rate of one (1) day for For each pay period month or major fraction of a month the unit member is employed worked the unit member shall accrue one (1) day of sick leave. At the beginning of each school year, unit members shall be credited with their full annual entitlement of sick leave, including the available additional day set forth in Section 8.1.2.23, all of which, including any available accrued sick leave, shall be immediately available for use. Each unit member who works a full year of service shall accrue one (1) additional day of sick leave. For any fiscal year in which a unit member serves less than a full work year the unit member shall be entitled to a prorated amount of sick leave. Sick leave shall be prorated for unit members who work less than a full work year.
- 8.1.2.1 Sick leave shall accrue monthly at the rate of one (1) day for For each pay period month or major fraction of a month the unit member is in paid status. employed worked the unit member shall accrue one (1) day of sick leave.
- 8.1.2.2 For any fiscal year in which a unit member is employed for works a full year of service, they shall accrue one (1) additional day of sick leave. For employees who work less than 100%, the additional day of sick leave will be prorated.
- 8.1.2.3 Sick leave shall be prorated for unit members with less than full-time assignments who are employed work less than a full work year.
- 8.1.2.4 Non-Adult Education unit Unit members who are employed for work during a full summer school program assignment or a full Extended School Year (ESY) programs assignment shall accrue one (1) additional day of sick leave. This additional day shall be prorated for unit members who are employed for less than the full summer school or ESY program.

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- 8.1.3 Not later than November 1 of each school year, every unit member shall receive a sick leave credit statement showing the number of days (in hours) in the accumulated account and the number of days (in hours) allocated for the current school year.
- 8.1.4 Accrued and unused sick leave which is unused shall be accumulated from year to year without limit. If a unit member obtains employment in another California public school district and qualifies pursuant to the California Education Code and Code of Regulations, the unit member's sick leave record shall be sent to that district upon its written request. ~~Upon request, the District shall transfer all of their accrued and unused sick leave to the subsequent school employee as required by law.~~
- 8.1.5 The amount of sick leave a unit member may use at any one time is the total amount credited to the unit member's account at that time, whether or not it has actually be accrued.
- 8.1.6 ~~A unit member who is terminating~~ Upon termination of employment, unit members shall reimburse the District (deductions will be made from the pay warrant) for their use of any sick leave in excess of accrual. These deductions Whenever possible, reimbursements shall be made by deduction from the unit member's final pay warrant.

8.2 Use of Sick Leave

- 8.2.1 ~~Sick leave with full pay shall be granted authorized under the conditions set forth below to a~~ Unit members who are absent on work days because of illness, injury, pregnancy-related disability, or quarantine may utilize their sick leave with full pay.
- 8.2.1.1 Sick leave may be taken in one-hour (one-eighth day) increments.
- 8.2.1.2 ~~If the reason for leave does not require a full day absence, the The unit member must shall be required to return to work duty in cases where it is not necessary to be absent the entire day consistent with their regular work hours.~~
- 8.2.2 Unit members are required to complete and sign a A report of absence signed by the unit member shall be required by the District for each use of sick leave.
- 8.2.3 The District reserves the right to require a unit member to furnish appropriate proof of illness or injury requiring absence when called upon to do so. However, in the case of short-term illness (3 days or less) a unit member generally shall not be required to provide details regarding the nature of the illness.
- 8.2.4 The District reserves the right to require any A unit member who has taken sick leave may be required by the District, to submit to the Personnel Services Department a written medical release authorizing their upon return to duty from

the health care provider that provided treatment and before resuming assuming job responsibilities, to submit to the Personnel Services Department a written release from the doctor or hospital where treatment occurred.

8.2.4.1 The District may further require a unit member to undergo an independent physical or psychiatric examination before they will be authorized to return ~~returning~~ to work, ~~such~~. Such examination shall ~~to~~ be conducted by a District-designated physician or psychiatrist with the cost borne by the District.

8.2.4.1.1 In such cases, the unit member shall remain in paid status throughout the duration of the process to schedule, perform, and evaluate the employee's fitness.

8.2.4.1.2 In cases where the unit member is returning to paid status following a leave, the unit member shall be placed in paid status on the 21st day, throughout the duration of the process to schedule, perform and evaluate the employee's fitness, but prior to their return to duty 45th calendar day, commencing from the day the member turns in medical clearance from their healthcare provider.

8.2.5 Summer school teachers may utilize during the summer school session any sick leave accumulated during the regular school year. ~~Non-Adult Education summer school teachers shall accrue one (1) day of sick leave for the session. Adult Education summer school teachers shall accrue sick leave in accordance with Article XIV.~~

8.3 Extended Sick Leave ~~Differential Leave~~

8.3.1 When a unit member has exhausted all of their current year and accumulated full pay sick leave and continues to be absent from duty due to their own illness or injury, whether or not the absence arises out of or in the course of the employment of the unit member, they shall be afforded extended sick leave consistent with Education Code section 44977 for an additional period of up to five (5) school months, consecutively with other paid leaves, including but not limited to regular sick leave. Unit members shall be entitled to no more than one (1) five month period of extended sick leave per illness or accident. If a school year terminates before the five month period is exhausted, the unit member may take the balance of the five month period in a subsequent school year. The five (5) school-month period referred to below commences when the unit member is absent from duty on account of illness or injury and has exhausted the sick leave accruable for the current fiscal year and runs consecutively with other paid leaves, including but not limited to regular sick leave, except that, if the absence is due to an industrial accident, the five (5) school-month period commences on the first day after the industrial accident leave has been exhausted. When a unit member is absent from his/her duties on account of illness or injury for a period of five (5) school months

~~or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount, if any, paid the unit member shall be whichever of the following is applicable:~~

8.3.1.1 Unit members shall be entitled to no more than one (1) five month period of extended sick leave per illness or accident. If a school year terminates before the five month period is exhausted, the unit member may take the balance of the five month period in a subsequent school year.

8.3.1.2 If the absence is due to an industrial accident, the five (5) school-month period commences on the first day after the industrial accident leave has been exhausted.

8.3.2 During any period of authorized extended sick leave, the unit member shall receive the difference between their regular salary and the applicable certificated substitute rate if a substitute is secured or if no substitute is secured after every reasonable effort has been made to secure one. If a substitute is or isn't employed to fill the unit member's position or if no substitute employee is available after every reasonable effort has been made to employ one, the unit member shall be paid the difference between his/her regular salary and the per diem certificated substitute rate. If no substitute is needed and none is employed to fill the unit member's position, the unit member shall receive their regular salary.

8.3.2.1 When a unit member has exhausted all available sick leave, including all accumulated sick leave, and is medically unable to return to duty after exhaustion of the five months of extended sick leave provided herein, the unit member shall be placed on a reemployment list consistent with Education Code section 44978.1 unless they elect to If at the end of this five (5) school-month period or when all regular sick leave has been exhausted, whichever occurs last, the unit member is unable to return to work, in lieu of resigning the unit member may elect to do one of the following:

8.3.2.1.1 ~~Take a personal leave without pay pursuant to Section 8.5 Article VIII 8 not to exceed the remainder of the school year in which the leave occurs; or~~

8.3.2.1.2 ~~be placed on the thirty-nine month (39-month) rehire list, or Retire (for service or disability); Apply for service or disability retirement, if eligible pursuant to the provisions of the applicable State retirement system.; or~~

8.3.1.1.3 Resign from District employment.

8.4 Pregnancy Disability Leave

8.4.1 ~~Upon the written request of the unit member, pregnancy leave of absence shall be granted to a unit member who is required to be absent from her duties because of~~

~~disability caused or contributed to by pregnancy, miscarriage, childbirth or recovery there from, subject to the provisions hereinafter set forth: Unit members actually disabled due to pregnancy and/or related medical conditions shall be eligible for leave consistent with the following:~~

~~8.4.1.1 Up to four (4) months of Pregnancy-related leave of absence shall be authorized upon receipt of a unit member's written request submitted to the Personnel Services Department. Such requests shall include the date on which the leave is to commence and the unit member's anticipated date of return to duty.~~

~~8.4.1.2 Pregnancy-related disability leave shall be chargeable to the unit member's available sick leave and/or extended sick leave pursuant to Article 8.3.~~

~~8.4.1.3 Leave shall be conditioned upon the District's receipt of written verification from the unit member's health care provider that the unit member is medically unable to perform their duties.~~

~~8.4.1.4 If a pregnant unit member wishes to cease performing their duties at an earlier date, they may request a Personal Leave Without Pay pursuant to Section 8.11, to be effective immediately prior to any period of pregnancy-related disability.~~

~~8.4.1.5 Consistent with the provisions set forth in Section 8.2, a unit member may be required to submit to the Personnel Services Department a written release from their health care provider confirming that they are medically able to resume the performance of their duties as of the specified date of return to work.~~

~~8.4.2 An eligible unit member need not be released to return to duty from disability by their health care provider in order to request Parental Leave as set forth in Section 8.65.~~

~~8.4.3 Unit members ineligible for or who do not wish to take Parental Leave may submit a request for a Personal Leave Without Pay pursuant to Section 8.11, to commence immediately following any period of pregnancy disability leave.~~

~~8.4.4 The expected commencement and termination dates of pregnancy disability leave shall be subject to adjustment upon submission of appropriate verification from the unit member's health care provider.~~

~~8.4.1 Pregnancy leave of absence shall be chargeable to the sick leave and/or extended illness leave pursuant to Article 8.1.~~

~~8.4.2 A unit member is expected to continue to perform her duties until her a physician certifies that she the execution of said duties is medically precluded from performing her duties.~~

~~8.4.2.1 If the unit member wishes to cease performing her duties at an earlier date, she may a request for a Personal Leave without Pay pursuant to Section 5 of Article VIII 8 may be submitted to be effective immediately prior to the pregnancy leave.~~

~~8.4.3 The unit member requesting a pregnancy leave shall specify in writing the date on which she wishes anticipated to commence the leave and the date on which she wishes the unit members expects to return to employment following termination of pregnancy. Such requests shall be consistent with the provisions of Article 8 VIII.~~

~~8.4.4 A unit member who has taken pregnancy leave may be required by the District, upon return and before assuming job responsibilities, to submit to the Personnel Services Department a written release from the doctor. The District shall have the right to require the unit member who desires to return to employment on a specified date to provide a statement from her physician on a District form stating that she is physically capable of resuming the performance of her duties on said specified date.~~

~~8.4.5 A unit member is expected to resume her duties when her a physician certifies that she is they are physically capable of resuming said duties the performance of her duties.~~

~~8.4.6 An eligible unit member may request leave for Parental Bonding Leave as described in Article 8.6.~~

~~8.4.6.1 If the unit member does not request, or is ineligible for, parental bonding leave and does not wish to resume her duties until a later date, she may a request a for personal leave without pay pursuant to Section 8.5 of Article VIII can be made to be effective immediately following the pregnancy leave.~~

~~8.4.7 When pregnancy leave has been granted, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the unit member to the District.~~

8.5 Child Adoption Leave

8.5.1 The Board of Education may, upon the recommendation of the Superintendent, grant an unpaid leave of absence to a unit member for the purpose of adopting a child. This leave request shall be accompanied by written verification of adoption and may be for up to two (2) weeks prior to receiving custody of the child if necessary to fulfill the requirement of the adoption.

8.5.2 The beginning and ending dates of this leave shall be established by the Board of Education based upon the recommendation of the Superintendent or designee after the written request has been received and reviewed. This leave may be granted for the remainder of the school year in which the child is adopted.

8.5.3 If the unit member elects to continue health and welfare benefits during this leave, ~~he/she~~ they shall notify the Personnel Services Department not later than twenty (20) days prior to the commencement of leave and shall pay the full premium costs in advance.

8.5.4 If the unit member is eligible for parental leave, the adoption leave under this paragraph shall run concurrently with the parental bonding leave to the extent paid leave is available.

8.6 Parental Bonding Leave

8.6.1 Unit members who meet the eligibility requirements ~~for parental bonding leave under set forth in the California Family Rights Act at Government Code section 12945.2 (CFRA) and Education Code section 44977.5, may take leave for the purpose of caring for a newborn or newly adopted child or a newly placed foster child for up to twelve (12) work weeks for the purpose of caring for and/or bonding with a newborn or newly adopted child or a newly placed foster child. Pursuant to Education Code section 44977.5, eligible unit members will receive differential pay during this leave. The parties will reopen this Article 8.11 in the event of substantive amendment to Education Code section 44977.5.~~

8.6.2 Unit members may use their available sick leave for the purpose of parental leave. When a unit member has exhausted all of their available full pay sick leave and will continue to be absent from duty due to authorized parental leave, they shall be paid the difference between their regular salary and the certificated substitute rate but in no case shall their resulting compensation be less than 50% of their regular salary rate.

8.6.2.1 Should a unit member elect not to apply any or all of their available full pay sick leave to their authorized parental leave, the entire period of parental leave they shall receive differential pay for such days as in 8.3.2 be unpaid.

8.6.2.2 Whether the unit member is in paid or unpaid status, their health and welfare benefits shall continue in the same manner as if they were still at work for the full duration of authorized parental leave.

~~8.6.1 The twelve (12) workweeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to this article or CFRA (Government Code§ 12945.2). Nothing in this Article entitles an employee to use paid sick leave other than differential pay leave during any period of maternity or paternity leave.~~

~~8.6.2 To be eligible for differential pay during parental bonding leave as defined in this section, the unit member must meet all eligibility requirements of the CFRA (Government Code§ 12945.2).~~

~~8.6.2.1 The compensation a unit member shall receive shall be no less than 50 percent of their salary for the remaining portion of the 12 workweek period of parental leave.~~

8.6.3 A unit member shall not be provided more than one twelve (12) week period of paid absence ~~per maternity or paternity parental leave per school year.~~ Parental leave under the CFRA and Education Code section 44977.5 shall run concurrently.

8.6.4 ~~However,~~ If a school year terminates before the twelve (12) week period is exhausted, the unit member may take the remaining balance of the twelve-week (12-week) period in the subsequent school year. ~~However, all~~ All such parental leave must be taken used within one (1) year of the child's birth or placement of ~~the child with the unit member.~~

~~8.6.5 For purposes of this article, "parental bonding leave" means child bonding or child care leave taken within the first twelve (12) months following the birth of a child of the employee or the placement for adoption or foster care of a child by the employee, as provided in the CFRA.~~

8.6.5 Leave taken under this section is separate from leave taken due to disability caused by pregnancy, childbirth, or related medical conditions.

8.6.6 If both parents work for the District, ~~the maximum combined leave available to the parents for child bonding is twelve (12) work weeks~~ each parent shall be eligible for up to twelve (12) work weeks of parental leave.

8.6.7 Requests for parental leave must be submitted in writing to the Personnel Services Department at least two (2) weeks prior to the date the leave is proposed to commence and be taken in minimum two (2) week increments, except in reasonably unforeseen circumstances. Any parental bonding leave must be requested in writing to Personnel Services a minimum of two (2) weeks prior to the date the leave is proposed to commence.

8.6.8 Parental leave may be utilized in its entirety, or in separate increments of at least two (2) weeks. On two occasions, unit members may take leave in increments shorter than two weeks.

8.6.9 A unit ~~Unit~~ members returning from a period of parental leave of absence with a duration greater than thirty (30) days shall notify the Personnel Services Department in writing of their intent to return at least two (2) weeks before the expiration of the leave.

~~8.6.6 Any parental bonding leave must be requested in writing to Personnel Services prior to the date the leave is supposed to commence.~~

~~8.6.7 A unit member returning for leave of absence with a duration greater than thirty (30) days shall notify Personnel Services in writing of intent to return at least two weeks before the expiration of the leave.~~

8.7 Reproductive ~~Pregnancy~~ Loss Leave

8.7.1 District will provide all unit members with up to 5 paid days leave for each reproductive ~~pregnancy~~ loss event. Unit members may ~~An employee may take leave following their own reproductive loss event or that of a partner.~~

8.7.2 Reproductive Loss Leave shall include failed adoption, failed surrogacy, miscarriage, still birth, or unsuccessful medically assisted reproduction.

8.7.3 Unit members ~~Employees~~ may take their leave days consecutively or break them up over a longer period, so long as the leave is completed within three (3) months of the event.

8.7.4 Days will be deducted from any accrued sick leave ~~time~~ available ~~allocated~~ to the unit member.

8.7.5 Unit members are limited to a maximum of twenty (20) days of ~~Pregnancy~~ Reproductive Loss Leave per school year

8.8 Industrial Accident Leave

8.8.1 Industrial accident leave with full pay shall be allowed for up to sixty (60) working days for illness or injury caused by any given industrial accident. When such a leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same industrial accident. Industrial accident leave is not deducted from accumulated sick leave.

8.8.2 During an industrial accident leave, the unit member shall endorse to the District all temporary disability indemnity checks received under the provisions of the Workers' Compensation law.

8.8.3 The District reserves the right to require a unit member to furnish proof from a physician of cause and necessity of absence during an industrial accident leave.

8.8.4 When entitlement to industrial accident leave has been exhausted and the unit member remains medically unable to return to duty or requires intermittent leave, the unit member may elect to apply any sick leave, holiday, ~~vacation~~ or other paid leave to which they the unit member is ~~are~~ entitled to their absences, provided that payment for any such day of paid leave, when added to any temporary disability indemnity, shall result in a payment to the unit member of not more than their full salary less appropriate deductions.

8.8.4.1 The accrued balance of sick leave shall be reduced in proportion to the District's obligation to cover the balance in compensation under this provision.

8.8.5 When all available paid leaves have been exhausted and the unit member is not able to resume the duties of the position, in lieu of resigning, the unit member may elect to do one of the following:

8.8.5.1 Take a personal leave without pay pursuant to Section 8.5 of ~~Article VIII~~ for a period not to exceed the remainder of the school year in which the leave occurs;

8.8.5.2 Be placed on the 39-month rehire list; or

8.8.5.3 Retire if eligible pursuant to the provisions of the applicable State retirement system.

8.8.6 "Industrial accident," as used in this section is defined as any illness or injury arising directly out of the employment of the unit member which requires the unit member to absent ~~himself/herself~~ themselves from work upon the advice of a physician.

8.8.7 Determination of compensation for an illness or injury resulting from an industrial accident shall be made by the Workers' Compensation Insurer and the District after review of reports made by appropriate medical care providers, the employee unit member and the supervisor.

~~8.8.8 A unit member who is entitled to temporary disability indemnity under the Workers' Compensation law may elect to take accumulated sick leave or accumulated vacation after accumulated sick leave becomes exhausted which, when added to disability indemnity, will result in a payment of full salary appropriate deductions. When a unit member is entitled to pay under the Workers' Compensation law and is at the same time entitled to regular sick leave pay under Article VIII, in no case shall the total pay equal more than the full salary of the unit member less appropriate deductions. The District shall have the right to adjust its sick leave pay so as to pay the difference between the amount paid under the Workers' Compensation law and the full salary of the unit member. The accrued balance of sick leave shall be reduced in proportion to the amount used under this provision.~~

8.9 Personal Necessity Leave

8.9.1 Personal necessity leave and personal necessity leave pay are subject to the following limits and conditions:

8.9.1.1 ~~(A)~~ The total number of days allowed in one school year for such leave or leaves shall not exceed seven (7) days.

8.9.1.1.1 In the event of a state or federally declared emergency that directly impacts a unit member may submit a written request for approval from the Assistant Superintendent of Personnel to that unit member may utilize up to an additional ten (10) days of personal necessity leave to be deducted from their available fully paid sick leave subject to the certification requirements in Section 8.9.1.5.

8.9.1.2 ~~(B)~~ The days allowed shall be deducted from and may not exceed the number of full pay days of sick leave to which the unit member is entitled under Section 8.1 ~~of Article VIII 8.~~

8.9.1.3 ~~(C)~~ The leave may be taken in one-hour (one-eighth day) units.

8.9.1.4 ~~(D)~~ The unit member must return to work in cases where it is not necessary to be absent the entire day.

8.9.1.5 ~~(E)~~ Payment for such absence shall be made only upon certification by the Personnel Services Department that the absence was due to a situation designated as an emergency within the meaning of this section. The unit member shall be required to sign, on a form provided, a statement that such absence was due to an emergency and, except for leave taken pursuant to Section 8.9.2.11 ~~(J) of Article VIII,~~ indicate fully the nature of such emergency. The District reserves the right to require the unit member to furnish evidence of the emergency. The District may take whatever steps it deems necessary to satisfy itself that an emergency within the limits of Section 8.8 ~~of Article VIII 8~~ did exist.

8.9.2 A unit member shall be granted personal necessity leave within the limits and conditions set forth below because of any of the following emergencies:

8.9.2.1 ~~(A)~~ The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section 8.4 ~~12 of Article 8 VIII,~~ or the death of a person significant to the unit member other than a member of their immediate family. No more than the actual and necessary amount of leave time required shall be allowed for each situation.

8.9.2.2 ~~(B)~~ An accident involving the unit member's person, not otherwise chargeable to sick leave or industrial accident leave. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.

- 8.9.2.3 ~~(C)~~ An accident involving the unit member's property or the person or property of a member of the unit member's immediate family. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- 8.9.2.4 ~~(D)~~ The illness or injury of a member of the unit member's immediate family when the illness or injury is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- 8.9.2.5 ~~(E)~~ The birth or adoption of a unit member's child.
- 8.9.2.6 The birth of a unit member's child for a period not to exceed three (3) days when the child is born outside a hospital and the spouse and child are not hospitalized. If the spouse or the child is subsequently hospitalized due to complication or illness, the absence shall be treated the same as any other hospitalization of an immediate family member. Any combination of absences under Article VIII 8 shall be limited to seven (7) days as provided for in Section ~~8-8.3(A)~~ 8.9.3.1. In the event that the unit member has exhausted personal necessity leave, the provisions of Article ~~8-11~~ 8.6 will apply. If the unit member is eligible for parental leave for the absence, personal necessity leave will run concurrently with the parental leave.
- 8.9.2.7 ~~(F)~~ An appearance of the member in court as a litigant.
- 8.9.2.8 ~~(G)~~ An appearance of the unit member as a witness under an official governmental order for which salary is not allowed under Policy 4430.1, Leave of Absence to Attend Court, provided that:
- 8.9.2.8.1 ~~(1)~~ Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the clerk or other authorized officer of a court or other governmental jurisdiction; and
- 8.9.2.8.2 ~~(2)~~ In any case in which a witness fee is payable, such fee shall be collected by the unit member and remitted to the District Accounting Department.
- 8.9.2.9 ~~(H)~~ An appearance of the unit member under an official order from ~~his/her~~ the Selective Service Board that is not covered by military leave status or policy.

8.9.2.10 (H) Transportation problems resulting from serious conditions over which the unit member has no control and are of such magnitude as to preclude the unit member from legally and safely traveling to their assigned work site. The following conditions may be considered when appropriately documented: flooding, snow storms, mud slides, earthquake damage, official closure of roads or freeways when no reasonable alternate routes are available to the work site, and stolen vehicle. The unit member must report to work at the earliest time that transportation and safety factors permit and, in the case of a stolen vehicle, only that amount of time needed to report the theft and obtain an alternate means of transportation will be allowed and in no case shall it exceed one day.

8.9.3 (J) Unit members may use up to two (2) days of personal necessity leave for any legitimate reason or emergency not covered in Section 8.8.2.1 8.9.2 of ~~Article 8 VIII~~ which is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service.

8.9.3.1 The date on which such leave is taken shall be subject to prior approval by the Superintendent or designee and the availability of substitutes, but the reason for the leave is not subject to approval, except that gainful employment or employee organization activity during the leave shall automatically rescind the leave.

8.9.3.2 Requests for such leave must be submitted no less than one school day prior to said leave.

8.9.3.3 Observation of a recognized holiday in the unit member's religion is included as a legitimate reason for absence under this section.

8.9.4 "Immediate family," as used in this section, is defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepmother, stepfather, stepson, stepdaughter, legal foster child or registered domestic partner, or any relative living in the immediate household of the unit member.

8.10 Personal Leave With Partial Pay

Unit members may be granted two (2) days non-cumulative personal leave per school year. This leave may be taken in one-hour (one-eighth day) units. Full time unit members employed less than the full school year may be granted personal leave on a prorated basis. The unit member shall be paid the difference between ~~his/her~~ their regular salary and the per diem certificated substitute rate. The dates on which such personal leave is taken shall be subject to prior approval by the Superintendent or designee and the availability of substitutes, but the reason for the leave is not subject to approval, except

that gainful employment or any act prohibited by Article ~~XIX~~ 19 during the leave shall automatically rescind the leave. Requests for personal leave must be submitted no less than one (1) school day prior to said leave.

8.11 Personal Leave Without Pay

Any unpaid leave may affect a unit member's state retirement credit. A unit member may be granted personal leave without pay for any reason at the discretion of:

8.11.1 The principal or designee for leaves not to exceed five (5) working days

8.11.2 The Superintendent or designee for leaves not to exceed twenty-two (22) working days.

8.11.3 The Board of Education for leaves not to exceed the remainder of the school year in which the leave occurs.

8.12 Bereavement Leave

8.12.1 Bereavement leave with full pay shall be allowed not exceeding three (3) days, or five (5) days if out-of-state travel or one-way travel exceeding three hundred (300) miles is required, for each period of bereavement ~~for absence during the period of bereavement~~ due to death in the immediate family of the unit member.

8.12.2 Bereavement leave shall be used before personal necessity leave is used for purposes of bereavement.

8.12.3 Bereavement leave not exceeding three (3) days need not be taken in consecutive order.

8.12.4 Bereavement leave is not deducted from accumulated sick leave.

8.12.5 A report of absence signed by the unit member shall be required by the District. The District reserves the right to require a unit member to furnish appropriate proof of death and the relationship of the deceased to the unit member or spouse when called upon to do so.

8.12.6 "Immediate family," as used in this section is defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, cousin, stepmother, stepfather, stepson, stepdaughter, stepfather-in-law, stepmother-in-law, legal foster child, registered domestic partner, or any relative living in the immediate household of the unit member.

8.13 Jury Service

- 8.13.1 Upon receipt of any notification of required jury service or potential service it is the obligation of the unit member to seek postponement from the court to a time outside the period of employment, if allowable by the court of record.
- 8.13.2 Leave of absence shall be granted to any certificated unit member regularly called for jury service in the manner prescribed by law. Such leave shall be with pay not to exceed five (5) days, without notice to the Personnel Services Department.
- 8.13.3 Notwithstanding Section ~~8.7.2~~ 8.13.2 of Article VIII ~~8~~, a ~~certificated~~ unit member shall be granted leave with pay up to the amount of the difference between the unit member's regular earnings and any amount received as juror's fees provided:
- 8.13.3.1 ~~(A)~~ The unit member is serving as a juror outside of the period of employment and the case is carried over into the period of employment and the unit member requests to be excused because continuing on jury service will entail undue hardship on the unit member or the public served by ~~him/her~~ them, but said request is denied by the applicable court, judge or jury commissioner. Leave of absence with pay shall be granted until the case is decided.
- 8.13.3.2 ~~(B)~~ The unit member must return to work in cases where it is not necessary to be absent the entire day.
- 8.13.4 "Period of employment" as used in Article VIII 8 means the time during which unit members in the unit member's classification are ordinarily paid under annual contract.

8.14 Catastrophic (Donated) Leave Program Donation of Sick Leave

- 8.14.1 On a case-by-case basis and with mutual agreement between the Association and the District, any bargaining unit member may donate five (5) days/ (40 hours) of accumulated sick leave to another bargaining unit member who has suffered a long term, non-industrial related illness or injury and who will exhaust all fully paid leaves. any unit member suffering from a long-term, non-industrial illness or injury who is anticipated to exhaust all available full pay leave, may request that the District solicit donations of sick leave from eligible bargaining unit members.
- 8.14.2 The employee suffering from such illness or designee must request, in writing, donations of sick leave from bargaining unit members only, through the Personnel Office. All requests Requests for sick leave donations must be in writing and submitted to the Personnel Services Department shall be made prior to the requesting unit member's exhaustion of all ~~full pay~~ fully paid leave.
- 8.14.3 Upon receipt of approval by both the Association and the District, which requests shall be considered on a case by case basis, the The Personnel Office Services Department shall will send out the notification of the request for donations of sick

leave. ~~The request will be posted on all CUEA bulletin boards and the CUEA President shall be notified of the request by email.~~

8.14.4 Donations shall be made in full day increments, may be up to shall be made in five (5) days (40 hours), increments and be on a District-approved form, which must be submitted directly to the Personnel Services Department.

8.14.5 Only those bargaining unit members who ~~will have a minimum of at least~~ fifteen (15) days (120 hours) of accumulated sick leave remaining after donating five (5) days (40 hours) of sick leave under this provision ~~will be permitted~~ are eligible to donate ~~participate~~ in this program.

8.14.6 All donations of sick leave shall ~~will~~ be voluntary with no personal solicitation of donors allowed.

8.14.7 The names of any ~~bargaining~~ unit members donating sick leave under this provision ~~will not be made public~~ shall remain confidential, unless expressly requested by the unit member making the donation.

~~Employees eligible to donate sick leave will do so on a District approved form and must submit that form to the Personnel Office.~~

8.14.8 Except as otherwise provided in paragraph 8.14.9 below, The the maximum amount of sick leave that may be donated to any one person unit member requesting donations under this provision will shall be the equivalent to of sixty (60) days.

8.14.9 If a unit member continues to suffer from a long-term, non-industrial illness or injury and will exhaust all donated sick leave before they are able to return to work, they may submit a written request for additional donations of sick leave up Up to an additional twenty (20) days (160 hours), of donated time may be requested.

8.14.9.1 Any such request must also be in writing and submitted to the Assistant Superintendent, Personnel Services by the affected member or his/her their immediate family.

8.14.9.2 In this case such instances, Section 8.10.5 the same procedures set forth in Section 8.4 shall be followed will be put into effect.

8.14.10 ~~Donated sick leave will be utilized for the specified employee in the following manner~~ Sick leave donations shall be applied as follows:

8.14.10.1 All Donated donated sick leave ~~will~~ shall be assigned a usage number. The first donated sick leave received by the Personnel Services Department will be the first sick leave used by the beneficiary. As the donated sick leave is used by the requesting unit member ~~requesting it,~~

the leave time will be charged against the donor unit member's
~~donating the sick leave~~ balance.

8.14.10.2 If the ~~employee~~ unit member is able to return ~~returns~~ to work prior to
using exhausting all donated leave days, all unused sick leave
donations will be returned to the ~~bargaining unit member donating the~~
~~sick leave~~ donor members.

~~8.4.11 When all paid leaves of absence have been exhausted, and the unit member is
unable to return to work, in lieu of resigning the unit member may elect to do one
of the following: take a personal leave without pay pursuant to Section 8.5 or
Article VIII 8 for not to exceed the remainder of the school year in which the
leave occurs, or retire if eligible pursuant to the provisions of the State retirement
system.~~