

ARTICLE 32 ~~- SICK and PERSONAL LEAVE~~

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1. Eligibility Requirements:

- 1.1 Pursuant to the provisions of Education Code Section 44978, every bargaining unit member employed on a full-time, five-days-a-week basis shall be entitled to ten (10) days leave of absence for illness, personal necessity, or injury per school year without loss of pay. Unit members shall not have to report the reason for requested short-term leave. Short-term leave is defined as seven (7) workdays or less per occurrence.
- 1.2 All bargaining unit members employed for less than full-time service shall be entitled to the proportion of ten (10) days sick leave as the percentage of duty time served bears to full-time service.

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2. Payment Procedures:

- 2.1 Pay for any day of such absence shall be the same as the pay which would have been received had the bargaining unit member served during the day.
- 2.2 Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time during the school year.
- 2.3 If such bargaining unit member does not take the full amount of leave allowed in any school year under this regulation, the amount not taken shall be accumulated from year to year.
- 2.4 No deduction from the salary shall be made until all accumulated sick leave has been used.

3. Substitute Differential Salary:

- 3.1 Pursuant to the provisions of Education Code Section 44977, when a person employed in a position requiring certification qualifications is absent from his/her duties on account of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence, or if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed.
- 3.2 "The five-month period" referred to in Section 44977 starts to run at the end of the employee's current annual leave of ten days. Accrued leave is included in the computation of the five-month provision of Section 44977. (Attorney General Ruling #57-3, March 1957).
- 3.3 No deduction from the salary shall be made until all accumulated sick leave has been

used.

4. Catastrophic Leave Program

The purpose of the voluntary catastrophic leave program is to permit bargaining unit members to donate eligible sick leave credits to a bargaining unit member when that bargaining unit member suffers from a catastrophic illness or injury and has exhausted all paid leave. This program only provides for receipt of sick leave credits as are donated and does not provide for an absolute right of continued paid leave.

4.1 Definition of Catastrophic Illness/Injury

In order to be considered catastrophically ill or injured within the context of this program, a bargaining unit member must meet all of the following conditions:

- 4.1.1 The bargaining unit member has sustained a serious illness or injury; and/or the bargaining unit member must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill parent, child, or spouse, due to their personal serious health condition.
- 4.1.2 Such illness or injury is expected to incapacitate the bargaining unit member and prevent the bargaining unit member from returning to work for at least 30 days; and
- 4.1.3 The bargaining unit member has already exhausted all available paid sick leave including sub differential leave and other paid time off.

4.2 Eligibility for Receipt of Transfers of Sick Leave

Any bargaining unit member who is eligible to accumulate and use sick leave may receive transfers of sick leave credits, if the bargaining unit member has been found to meet the definition of catastrophically ill or injured. The recipient must apply for sick leave transfer usage and such application shall include medical reports certifying the nature of the illness/injury. During any fiscal year (July 1 through June 30), a recipient shall not receive more than:

- 4.2.1 Bargaining unit members whose pay is based upon a daily rate, ~~100~~ days;
- 4.2.2 Bargaining unit members whose pay is based upon an hourly rate, ~~700~~ hours.

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4.3 Eligibility to Transfer Sick Leave

Any active duty bargaining unit member who is not catastrophically ill/injured and who is eligible to earn and use sick leave may transfer sick leave to another bargaining unit member subject to the following conditions:

- 4.3.1 The transferring bargaining unit member must retain a minimum of 8 days for daily-rate bargaining unit members or 64 hours for hourly-rate bargaining unit members of sick leave for his/her own personal use;
- 4.3.2 Transfers must be a minimum of an employee's total workday hours and in hour increments thereafter (for purposes of this program only, the bargaining unit member work day shall be considered to be equivalent to 8 hours);
- 4.3.3 All transfers are irrevocable;
- 4.3.4 The transferring bargaining unit member may transfer a maximum of 5 days for daily-rate bargaining unit members and 40 hours for hourly-rate bargaining unit members per year; and
- 4.3.5 Neither the transferring bargaining unit member nor the designated recipient may be in violation of subsection I.

4.4 Irrevocable Transfer

Transfer of sick leave is irrevocable. Transfer is defined as the actual use of one bargaining unit member's sick leave by a bargaining unit member who has been declared eligible under the catastrophic leave program. If the catastrophically ill or injured bargaining unit member returns to work or otherwise does not actually use an intended donation, that "transfer" did not occur and the days are returned to the bargaining unit member making the donation.

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4.5 Use of Eligible Leave First

Should the recipient of sick leave transfer accrue any other leave credits as a result of receiving the transferred leave, such credits will be used prior to the use of additional transferred leave credits thereby continuing to exhaust any accruals.

4.6 Procedure For Application For Catastrophic Illness Status

4.6.1 A bargaining unit member must complete a prescribed application form and return it to the Human Resources/Labor Relations Department together with supporting medical documentation. Applications shall be available in sufficient quantities at work sites.

4.6.2 The Human Resources/Labor Relations Department shall review these materials to render the decision as to whether or not the illness/injury meets the definition of catastrophic illness/injury in subsection 4. The Human Resources/Relations Department may seek additional documentation and/or ask the applicant to submit to examination by a physician that it designates to determine in fact that the applicant does suffer from a catastrophic illness/injury within the meaning of these rules. A bargaining unit member's failure to comply with these requirements may be grounds for rejection of the application

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4.6.3 In order to continue to qualify as catastrophically ill/injured, a bargaining unit

member who has been determined to be catastrophically ill/injured may be required (1) to submit to specified examination and/or (2) to supply further documentation of current medical status as is necessary; provided, however, that such requests shall not be made for the purpose of harassing said bargaining unit member.

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4.6.4 If a bargaining unit member is determined not to be catastrophically ill/injured, the bargaining unit member shall have the right to appeal the decision to the Board of Education. The Human Resources/Labor Relations Department will automatically provide the bargaining unit member with the written reasons for denial and the procedure for appeal.

4.7 Posting of Eligible Recipients

4.7.1 The Human Resources/Labor Relations Department shall assign an exclusive number to each catastrophically ill/injured bargaining unit member deemed eligible to receive sick leave transfer under this program;

4.7.2 The Human Resources/Labor Relations Department shall maintain a running list of catastrophically ill/injured bargaining unit members, to be identified only by their special numbers, in order to let transferring bargaining unit members designate their recipient;

4.7.3 In all cases, the Human Resources/Labor Relations Department and its designees shall shield and protect the identities of catastrophically ill/injured bargaining unit members and the right of employees/ workers to confidentiality protection; and

4.7.4 Eligible recipients may identify themselves with the case number if they choose so that donors will have the information for designating a recipient.

4.8 Receipt of Transferred Sick Leave Credits by Catastrophically Ill Bargaining Unit Members

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4.8.1 Bargaining unit members wishing to donate sick leave shall complete a donation form designating the case number of the catastrophically ill/injured bargaining unit member and the number of days/hours they intend to donate.

4.8.2 The Human Resources/Labor Relations Department shall receive these forms and develop a list of donors in order of receipt of the forms. Forms received on the same date will be listed in order of opening and listing the donor. The list of intended donors as well as the list of actual donors will remain confidential information of the Human Resources/Labor Relations Department and the Payroll Department.

4.8.3 The Human Resources/Labor Relations Department will request from Payroll an accounting of the amount of sick leave credit needed by a catastrophically ill/injured bargaining unit member to enable them to have a full paycheck after all other leave has been used in a given pay period. Human Resources/Labor Relations Department will then start at the top of the list of donors and stop when

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enough hours have been accumulated for that pay period. Payroll will be notified to transfer the sick leave from the donors to the recipient. The process will continue with each new pay period until the individual returns, reaches the maximum in days/hours within fiscal year, or otherwise relinquishes his/her eligibility.

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- 4.8.4 All hours transferred shall be credited as sick leave for the receiving bargaining unit member. As they are used, they shall be treated as use of the of the bargaining unit members own sick leave for all purposes including, continued accrual of vacation credits, sick leave, retirement service; service for pay increments; eligibility of holiday pay.
- 4.8.5 At the beginning of each pay period, a catastrophically ill/injured bargaining unit member must use all sick leave and vacation credits accrued during previous pay period before hours will be transferred.
- 4.8.6 A bargaining unit member who has been determined catastrophically ill/injured may use transferred hours from the date of certification of eligibility back to the date of application.
- 4.8.7 A receiving bargaining unit member may use transferred credits in a pay period to the extent that when combined with other compensation from the District and all other benefits from public sources, the total does not exceed the pay for 100% of the bargaining unit member's regularly scheduled hours for such pay period (excluding regularly scheduled overtime and premium pay). A receiving bargaining unit member may be required to provide financial records to prove compliance with this subsection. Failure to provide such records is grounds for exclusion from eligibility to receive sick leave transfers pursuant to this program.
- 4.8.8 The maximum amount of sick leave that can be transferred to an bargaining unit member for any single catastrophic illness/ injury is 75 days for daily-rate bargaining unit members and 600 hours for hourly-rate bargaining unit members.

4.9 No Selling or Coercion

No individual shall directly or indirectly solicit the receipt of, or accept, any compensation in full or partial exchange directly or indirectly, for sick leave credits to be transferred pursuant to this program.

No individual shall solicit the receipt of, or accept, the transfer of any sick leave pursuant to this section in full or partial exchange, directly or indirectly, for any compensation.

No individual shall threaten or in any way attempt to coerce a bargaining unit member with respect to transfer of sick leave pursuant to this program.

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