

1 **ARTICLE 12: SICK LEAVE**

2 12.1 Unit employees employed by the District full-time with full pay for a fiscal year  
3 shall be entitled to ninety-six (96) hours of leave of absence for illness or injury,  
4 exclusive of days they are not required to render service. Days and/or hours,  
5 as used in this Article, means the employee's regularly, assigned work  
6 schedule, exclusive of overtime.

7 12.2 Unit employees employed less than full-time and/or less than a full fiscal year  
8 are entitled to that proportion of ninety-six (96) hours of leave of absence for  
9 illness or injury as the number of months and/or number of hours per week they  
10 are employed bear to a forty (40) hour per week twelve (12) month assignment.

11 12.3 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to  
12 taking such leave by the unit employee and such leave may be taken at any  
13 time during the employee's assigned work year. Probationary unit employees  
14 of the District shall not be eligible to take more than forty-eight (48) hours of  
15 such leave, or the proportionate amount to which they may be eligible under  
16 Sections 12.2 and 12.3.

17 12.4 Pregnancy Disability: Unit employees who are in paid status immediately  
18 preceding medically-verified pregnancy disability shall be eligible to receive  
19 compensation at their regular rate of pay charged against available sick leave  
20 for the workdays missed during the period of disability, subject to the following  
21 conditions:

22 12.4.1 The employees shall submit a physician's statement verifying the  
23 disability to the Office of Human Resources prior to the effective  
24 day of the leave; and

25 12.4.2 During the leave, the employee shall submit to the Office of Human  
26 Resources at least once each two (2) weeks a physician's  
27 statement verifying the continued disability. At the conclusion of  
28 the pregnancy disability and release to return to work from the  
29 employee's physician, the employee shall either immediately return  
30 to work, resign, or commence an unpaid Family and Medical Leave  
31 pursuant to Article 26. At the conclusion of the "Family and Medical  
32 Leave" period under Article 26, the employee may request an  
33 additional unpaid leave for child rearing pursuant to Article 17.

34 12.5 Unit employees, except as provided below, absent due to illness or injury shall  
35 follow procedures established by their immediate manager to notify their  
36 immediate manager or department of intent to be absent, the nature of the  
37 illness or injury, and the anticipated duration of the illness not later than one (1)  
38 hour after the start of the work shift in order to be eligible for paid illness or  
39 injury leave. Unit employees on a swing, graveyard, or weekend shift absent  
40 due to illness or injury shall follow procedures established by their immediate  
41 manager to notify their immediate manager or department of intent to be  
42 absent, the nature of the illness or injury, and the anticipated duration of the  
43 illness not later than one (1) hour before the start of the work shift in order to be  
44 eligible for paid illness or injury leave. If the unit employee fails to provide the  
45 notification of absence as specified above, the absence shall be unpaid.

1 12.6 Periods of Absences:

2 12.6.1 Absences for Less Than Five (5) Consecutive Workdays: Unit  
3 employees absent for any illness or injury for less than five (5)  
4 consecutive workdays may be required, at the discretion of their  
5 immediate manager, to submit a medical statement as specified in  
6 Article 12.7 below to verify the absence. If such a medical  
7 statement is required by the District, any medical cost for acquiring  
8 the statement not covered by medical insurance shall be paid to the  
9 employee by the District.

10 12.6.2 Absences for Five (5) or more Consecutive Workdays: Unit  
11 employees absent for any illness or injury for five (5) or more  
12 consecutive workdays may be required, at the discretion of their  
13 immediate manager, to periodically submit medical statement(s) as  
14 specified in Article 12.7 below to verify the absence. If such a  
15 medical statement(s) is required by the District, any medical cost  
16 for acquiring the statement(s) not covered by medical insurance  
shall be borne by the employee.

17 12.7 Medical Statement(s) Verifying Absence(s) Due to Any Illness or Injury:

18 Medical statement(s) verifying a unit employee's absence due to any illness or  
19 injury must be from a physician treating the employee for the medical condition  
20 for which the employee is on leave, and verify any or all of the following as may  
21 be required by the District: the period of absence, reason for absence, the date  
22 the employee is released to return to work, and that the employee is able to  
23 perform all of the required duties of his/her same position without restriction.  
24 The immediate manager may require the submission of such a statement prior  
25 to the employee being permitted to return to work, and if so, the employee shall  
26 be notified of this requirement prior to the day the employee returns to work. If  
27 the unit employee is not notified of this requirement until he/she returns to work,  
28 the District shall provide the employee a reasonable amount of time necessary  
29 to obtain such required medical statement.

30 12.8 Absences Due to Surgery, Serious Injury, or Serious Illness: In addition to the  
31 provisions as specified in Articles 12.6 and 12.7 above, unit employees absent  
32 due to surgery, serious injury, or serious illness, must submit a medical  
33 statement of release to return to work to their immediate manager prior to being  
34 permitted to return to work. Such medical statement must be from a physician  
35 treating the employee for the medical condition for which the employee is on  
36 leave, and verify: the date the employee is released to return to work, and that  
37 the employee is able to perform all of the required duties of his/her same  
position without restriction.

38 12.9 Unit employees shall be required to submit to medical examination(s) by a  
39 District-designated physician(s), at District expense, as directed by the  
40 President/ Superintendent, the administrator responsible for the administration  
41 of the classified personnel program, or the appropriate vice president.

42 12.10 An absent unit employee shall notify his/her immediate manager before the end  
43 of his/her scheduled workday whether he/she will be returning to work the  
44 following day.  
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- 12.11 A unit employee may utilize accumulated sick leave for the purpose of medical, dental, and/or vision care appointments which cannot be scheduled during non-duty hours.
- 12.12 If a unit employee does not take the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 12.13 After all earned sick leave with full pay is exhausted, unit employees shall be entitled to a maximum of 100 total working days each fiscal year (July 1-June 30), of non-accumulative extended sick leave with partial pay, for any and all absence(s) due to illness/injury combined regardless of the number, reason(s), or period(s), of such absence(s). Such days of extended paid sick leave shall be compensated at fifty percent (50%) of the unit employee's regular rate of pay (exclusive of any overtime), and shall be available only after the exhaustion of all other paid leave, including sick leave, vacation, holidays, or compensatory time. Only a single 100 working day period of extended sick leave with fifty percent (50%) pay shall be allowed for any single and continuous absence due to illness/injury that begins in one fiscal year and extends into the next fiscal year. Eligibility for extended sick leave with fifty percent (50%) pay is subject to the same provisions regarding medical verifications for such absence(s) as specified in Articles 12.6, 12.7, 12.8, and 12.9 above.