

# Article 15: Sick and Bereavement Leave

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## A. Sick Leave

1. Unless otherwise noted in this section, sick leave shall be used for the personal health needs of the teacher. Teachers shall earn and be credited sick leave at the rate of 1 work day per month, **until an annual amount of 6 days is reached for 10-month employees, 7 days for 11-month employees, and 12 for 12-month employees.** ~~The~~ annual total ~~of which~~ shall be available on the second day of the duty year.
2. The total unused portion of the annual sick leave allowance shall be permitted to accumulate to an unlimited amount.
3. All teachers may use their accumulated sick leave as of the first day of the duty year, even if they have not been able to report for duty on that day, provided the teacher presents evidence of eligible illness.
4. Employees who vacate their position and who have used more sick leave than earned shall be required to reimburse the Board and/or have their pay adjusted for the appropriate amount of days.
5. Teacher bargaining unit members whose primary duties do not require substitute coverage for the period requested may submit and use leave in one half (1/2) hour or more whole increments.
- 6. Misuse of leave shall result in deduction of full pay.**

B. An employee shall be granted five (5) consecutive duty days of bereavement leave absence without the loss of salary for a death in the immediate family. Immediate family shall include child, parent, sibling, spouse, parent-in-law, child-in-law, sibling-in-law, grandparent, grandchild, step-child, step-parent, step-sibling, grandparent of spouse, biological parent of the employee's child, or of anyone who has lived regularly in the household of the employee for at least two (2) years within the last five (5) years.

Upon the death of an uncle, aunt, niece or nephew, the employee will be permitted up to two (2) days of bereavement leave absence at any one time without the loss of salary for leave days that are duty days.

Employees may use two (2) days of the allowable bereavement leave within 100 duty days of the relative's death.

Requests for exceptions to the provision cited above may be submitted to the Office of Human Resources and will be evaluated on a case-by-case basis.

C. Teachers under contract for less than full time shall be allowed sick leave and bereavement leave based on the percentage of time worked.

D. Teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy. Under this provision, such disability shall be treated as a temporary disability under all Board policies, and the teacher must return to work as soon as physically able, unless the teacher resigns or requests a leave of absence.

E. Teachers who do not receive annual leave will be allowed to use sick leave for an illness in the immediate family or of a same-sex domestic partner.

F. Any unit member who retires or resigns effective July 1 of any year and who files the necessary documents committing to such intent no later than March 1 of that year will receive termination pay in the amount of \$750.

## Article 16: Temporary Leaves of Absence

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A. Teachers will be entitled to the following temporary leaves of absence with full pay each school year:

1. Personal leave

- a. ~~Three (3)~~ **Seven (7)** days of leave per year, with no loss of pay, shall be available to each 10-month teacher for personal leave. ~~Eight (8) days of leave per year, with no loss of pay, shall be available to each 11-month teacher for personal leave.~~ Four (4) days of leave per year, with no loss of pay, shall be available to ~~each 11-month and~~ 12-month teachers for personal leave.
- b. The teacher shall not be required to give the reason for taking personal leave but, except in cases of emergency, must notify the principal of their intention 24 hours in advance.
- c. Unused personal leave days may be accumulated up to ~~six (6)~~ **ten (10)** and any days in excess of ~~six (6)~~ **ten (10)** shall be transferred to sick leave. ~~No more than six (6) days can be used consecutively.~~
- d. ~~When an employee has exhausted all sick leave (earned/accrued) the employee may use personal leave in the case of a personal or family illness.~~
- e. Personal leave may not be used solely to extend holidays and/or vacation periods. Personal leave may be granted by the Office of Human Resources during these periods provided that the request is made in writing at least ten (10) duty days in advance. ~~This provision does not apply when the situation described in letter d above is in effect. In that case, an employee may use personal leave to extend a holiday or vacation period with documentation from a medical provider.~~
- f. Misuse of leave shall result in deduction of full pay.
- g. Teacher bargaining unit members whose primary duties do not require substitute coverage for the period of time requested may request to use personal leave ~~in~~ **beginning with one (1) full hour increment and then in or more whole-hour** increments ~~of one-half (.5) hour.~~

2. Legal Proceedings

- a. ~~An employee shall be granted leave with no loss of pay for attendance in any legal proceedings connected with their employment with the school system and for court subpoena when the employee is called as a witness, provided such appearances are not related to:~~
  - i. ~~any suit litigation brought by the employee against the Board or its employees~~
  - ii. ~~any criminal charges brought against the employee~~
  - iii. ~~any non-work related civil or administrative proceedings wherein the employee or a member of the employee's immediate family is a party to the proceedings.~~
- b. ~~Any employee called for jury duty shall notify their supervisor of their plan for such services as early as possible and shall receive full pay and fringe benefits in addition to the remuneration for jury duty. The employee may be required to submit a certificate of attendance.~~

~~a. A teacher who has been served with a lawfully issued subpoena to appear at a judicial or administrative proceeding connected with their employment with the school system shall be granted leave with no loss of pay except (1) when such appearances are related to any suit or litigation~~

~~brought by the teacher against the Board or its employees, or (2) in connection with any criminal charges brought against the teacher.~~

~~b. A teacher called for jury duty shall notify their principal of their plans for such service as early as possible and shall receive full pay and fringe benefits in addition to remuneration for jury duty. The employee may be required to submit a certificate of attendance.~~

### 3. Temporary Military Service

- a. Requests for leave for military service should be submitted to the Office of Human Resources and will be approved in compliance with current federal law/regulation. Eligible employees will also receive up to fifteen (15) days of paid leave per year for military training