ARTICLE XV: LEAVE PROVISIONS

15.1 Sole Benefits

The benefits which are expressly provided in this Article XV are the sole benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the grievance procedure set forth in Article VII.

The language of this Section 15.1 does not constitute a waiver of any rights members of the bargaining unit may have under the leave provision of the Education Code but is intended to clarify that any such right is not included in this Agreement and not subject to the grievance procedure until included as a negotiated item in a future contract.

15.2 Illness or Injury Leave

Illness or injury leave shall be for physical, mental, and/or medical need.

15.2.1 Eligibility

15.2.1a Each member of the bargaining unit employed five (5) days a week for a school year by the Claremont Unified School District shall be entitled to ten (10) days leave of absence for illness or injury.

15.2.1b A member of the bargaining unit employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).

15.2.1c Such leave may not be taken on any day the member is not required to render service.
15.2.1d After five (5) consecutive days of absence the District may require a verification of the nature and severity of the illness or injury through an examination. In the event the District requests a verification, the member of the bargaining unit shall submit a written statement from his/her regular physician. When sufficient cause exists, the District may require an examination of the member by a physician selected by the District from the Medical Provider Network list and paid for by the District. If the physician's report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the member, may deny the continuance of the leave.

15.2.2 Compensation

15.2.2a Pay for any such day of absence shall be the same as the pay which would have been received had the member served during the day.

15.2.2b Credit for leave of absence for the current school year need not be accrued prior to taking such leave by the member and such leave of absence may be taken at any time during the school year. If a member does not render service for the entire school year, but has used all paid sick leave, the amount of compensation received for sick leave taken but unearned shall be repaid to the District and the District shall have the right to make any necessary adjustment on the last warrant.

15.2.2c A member who is absent for one-half day, as defined in Article IX, Hours, or less shall have deducted one-half day from the accumulated leave; and if the absence exceeds one-half day a full day shall be deducted from accumulated leave.
15.2.3 Notification

15.2.3a A member shall notify the absence reporting system as soon as the need to be absent is known, but not less than one and one-half (1-1/2) hours prior to the start of the work day. Failure to provide adequate notice except in cases of emergency shall be grounds for denial of leave with pay. The notification described herein shall include an estimate of the expected duration of the absence.

15.2.3b A member becoming aware of the need for absence due to surgery, or other predictable or priorly scheduled cause, shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability, and the anticipated date of the member's return to active service.

15.2.4 Return to Service

15.2.4a Upon return to active service, the member will submit an employee absence form via the absence verification system.

15.2.4b Upon request by management, after an absence of three (3) consecutive days or more, a member may be required, for the health and safety of the employee, the students, and other employees, to present a statement from a physician or other healing specialist deemed competent to diagnose and treat illness and injury, authorizing a return to work.

15.2.4c A member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall be required, prior to return to active service, to submit a medical statement on the District form indicating an ability to return to his/her position without restrictions or detriment to the member's physical and/or emotional well-being. When sufficient cause exists, the District may require that verification be made by a physician selected from the Medical Provider Network and paid for by the District.
15.2.4d If the member has indicated that he/she will be absent for more than one day, that member shall not be permitted to return to service and shall be charged with one additional day of illness or injury leave if the member fails to notify the District of the intent to return to service two (2) hours prior to the close of the preceding duty day and by such notification failure a substitute is secured.

15.2.5 Accumulation of Leave - If a member does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year.

15.2.6 Unpaid Status - A member of the bargaining unit in an unpaid status who has used all available paid leaves including extended illness and injury benefits (Section 15.3) shall no longer accrue illness or injury leave.

15.3 Extended Illness and Injury Benefits

When a member of the bargaining unit is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the member, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill the member's position during the absence, or if no substitute employee was employed the amount which would have been paid to the substitute had one been employed.

15.4 Pregnancy Leave

15.4.1 The District will comply with Education Code Section 44965.

15.4.2 Any member of the bargaining unit who is pregnant shall have their doctor complete the “Doctor's Release from Work” form located in the “New Mom Packet” at least 30 days prior to their due date. (For “Family Medical Leave Act,” refer to Section 15.14.)
15.4.3 Members are entitled to use illness leave, as set forth in Sections 15.2 and 15.3 of this Article XV, for that period of time verified by the attending physician that the member is unable to continue to perform assigned duties because of temporary disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those temporary disabilities as set forth above.

15.4.4 Illness leave benefits will terminate when the member's physician verified that the member is physically able to return to work. The member shall notify the District if additional illness leave is needed beyond the original written statement on file in the Human Resources office. The need for such additional time shall be verified by the member's physician.

15.4.5 Paternity Provision - In the event of any unusual medical disabilities of a member's spouse resulting from the spouse's pregnancy, miscarriage, childbirth, or recovery therefrom, a maximum of five (5) days may be granted chargeable against the member's sick leave.

15.4.6 Adoption Provision - In the event of an adoption by a unit member, a maximum of fifteen (15) days may be granted chargeable to the member's sick leave. A prior request by said unit member shall be submitted to the Human Resources Office at the time of approval for adoption. The District reserves the right to secure proof of adoption.

15.5 Industrial Accident and Illness Leave

15.5.1 All members of the bargaining unit shall be entitled to the following leave on account of illness or accident which has qualified for worker's compensation benefits;
15.5.1a Allowable leave shall be for sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

15.5.1b Allowable leave shall not be accumulated from year to year.

15.5.1c Industrial accident or illness leave shall commence on the first day of the absence.

15.5.1d When a member of the bargaining unit is absent from his/her duties on account of an industrial accident or illness, the member shall be paid such portion of the salary due for any month in which the absence occurs as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code will result in a payment of not more than the member's full salary. The phrase "full salary" as utilized in this Subsection 15.5.1.4 shall be computed so it shall not be less than the member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code.

For purposes of this Section 15.5, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

15.5.1e Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

15.5.1f When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due the member for the same illness or injury.
15.5.2 Upon termination of the industrial accident or illness leave the member shall be
entitled to the benefits provided in Sections 15.2 and 15.3 of this Article XV and for the
purposes of each of those sections the absence shall be deemed to have commenced on
the date of termination of the industrial accident or illness leave, provided that, if the
member continues to receive temporary disability indemnity, he/she may elect to take as
much of the accumulated sick leave which, when added to the temporary disability
indemnity, will result in payment to him/her of not more than the member's full salary.

15.5.3 During any paid leave of absence, the member may endorse to the District the
temporary disability indemnity checks received on account of the industrial accident or
illness. The District in turn shall issue the member appropriate salary warrants for
payment of the member's salary and shall deduct retirement and other authorized
contributions, and the temporary disability indemnity, if any, actually paid to and retained
by the member for the period covered by such salary warrants.

15.5.4 Any member of the bargaining unit receiving benefits as a result of this section
shall, during periods of injury or illness, remain within the State of California unless the
Superintendent of the Claremont Unified School District authorizes travel outside of the
state.

15.5.5 The District reserves the right to secure proof of industrial accident or illness of
any member of the bargaining unit. Before salary payments will be made to a member
absent because of industrial accident or illness, a report of such accident or illness in the
form prescribed by the District must be on file in the office of the Business Manager and
the injury or illness must have qualified for workers' compensation benefits.
15.5.6 The District has the right to designate physicians and emergency clinics who will be responsible for determining the length of time during which the member will be temporarily unable to perform assigned duties, for determining the degree to which a disability is attributable to the industrial injury or illness involved, and for providing the treatment as required; however, after thirty (30) days from the first date of injury or illness the member may utilize the service of his/her own physician upon notification to the District.

If the member has notified the District in writing on the District form prior to the date of injury that he/she wishes to be treated by the member's personal physician, the member has the right to be treated by such physician from the date of injury. The physician must be a medical doctor who has previously treated the member and retains the member's medical records and who is willing to treat a workers' compensation injury per workers' compensation law, rules and regulations.

15.6 Leave of Absence Due to Death of Member of Immediate Family

15.6.1 A member of the bargaining unit who is employed five (5) days a week by the Claremont Unified School District is entitled to a leave of absence, not to exceed three days, or five days if out-of-state travel is required, on account of the death of any member of his/her immediate family. Additional days of leave may be granted as provided in this Article XV, Section 15.8.

15.6.2 Members of the immediate family, as stated in this section, means the mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt or uncle of the employee, or any relative living in the immediate household of the employee.
15.7 Jury Duty

15.7.1 Members of the bargaining unit will be provided the necessary number of days paid leave for regularly called jury duty service. The member shall submit a copy of the summons to report and a written request for an approved leave of absence immediately upon receipt of notice of jury duty. Such requests shall be submitted to the member's immediate supervisor or designee who will discuss jury duty options.

15.7.2 It is the responsibility of the member to report to work whenever the member is not required to attend jury duty service. When the member is excused early on a day of jury duty, the member shall return to work, at the direction of the member's supervisor, if at the time of dismissal from jury duty there are at least four (4) hours remaining in the member's duty day.

15.7.3 The member shall not volunteer for additional jury duty beyond the normal legal requirement and the leave of absence provided for in this Section 15.7 of Article XV shall not be available for such jury service.

15.7.4 The District reserves the right to request to have any member excused from jury service or to request alternate service dates in the event said jury service would entail undue hardship on the public served by the member.

15.7.5 Within five days of being compensated by the court system for jury duty service, the Member will reimburse the District the amount of compensation received.
15.8 Personal Necessity Leave
Leave which is credited under Section 15.2 of this Article XV may be used at the member's election, for purposes of personal necessity, provided that the use of such personal necessity leave does not exceed seven (7) days in any school year. Personal Necessity Leave is intended to afford time off for a bargaining unit member to deal with circumstances that are unanticipated or unavoidable. It may not be used for work stoppage, work slowdown, strike, concerted activities, or for any activity which results in compensation, income, or financial gain to be accrued by a member of the bargaining unit.

15.8.1 Approval for Personal necessity leave, as defined in this article, may be granted for:

15.8.1a Up to three consecutive days by notifying the absence reporting system.

15.8.1b Four to seven consecutive days by obtaining prior approval from the member’s immediate supervisor or the Assistant Superintendent of Human Resources.

15.8.1c More than seven days, in a school year, at the sole discretion of the Superintendent.

15.8.2 Under all circumstances the member must notify the absence reporting system prior to the leave. Upon return to active service, the member will submit an employee absence form via the absence verification system.

15.9 Personal Leave Without Pay

15.9.1 Members of the bargaining unit may be granted personal leave without pay at the sole discretion of the Superintendent not to exceed five (5) days during any one school year.
15.9.2 All such leave must have prior approval by the Superintendent, otherwise the leave must be considered as unauthorized.

15.9.3 Where personal leave exceeds five (5) days, a written request shall be presented to the Board of Education for consideration as provided for in Section 15.10 of this Article XV.

15.9.4 Personal leave will not be granted for purposes of: (a) work stoppage, work slowdown, or strike; (b) any concerted activity that interferes with the efficient operation of the District; (c) personal convenience or routine personal activities; (d) vacation, holiday, recreation, or social activities; or (3) gainful employment except in cases where there are extenuating circumstances as determined solely by the Superintendent.

15.9.5 Personal leave may be utilized for religious holidays and observances.

15.9.6 Under all circumstances a member shall verify in writing that the circumstances giving rise to the request for personal leave must be handled at the time requested and cannot reasonably be fulfilled at any other time.

15.9.7 Issues arising out of the exercise by the Superintendent or the Board of Education and the administration of these responsibilities under Section 15.9 of this Article XV, including the facts underlying the exercise of such discretion shall not be subject to the grievance procedure as set forth in Article VII herein.

15.10 Extended Personal Leave Without Pay

15.10.1 Members of the bargaining unit may request extended personal leave without pay for periods in excess of five (5) days. The request shall be made in writing on the form prescribed by the Board. The leave must be processed through the member's immediate supervisor and approved by the Superintendent before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. Leaves not to exceed one (1) year may be granted without pay for:
15.10.1a Leave to serve in the Armed Forces in fulfillment of obligations incurred under Federal and State law.

15.10.1b Leave for academic study, educational and professional growth. (See APPENDIX K for procedures.)

15.10.1c Leave for serving in the Peace Corps, job corps, teacher corps, foreign military teaching programs or federally sponsored civil service related to teaching.

15.10.1d Leave for child rearing and/or child bearing (for natural or adopted child).

15.10.1e Leave to run for or serve in an elective office.

15.10.1f Leave to serve as an officer in the Association or its affiliates.

15.10.1g Leave for personal health reasons.

15.10.2 Request for leave without pay not listed herein may be approved if the Superintendent is satisfied that the needs of the District can be met. These leave requests must then be processed through the steps as outlined in the first paragraph of this section.

15.10.2a A member on extended leave without pay may request an extension of leave as listed in 15.10.1a-g for up to one additional year. Any such request must be made in writing by February 1, and must be approved by the Superintendent. An extension request must be processed through the steps as outlined in the first paragraph of this section.
15.10.2b A member on extended leave without pay may request an extension of leave without pay not listed herein for up to one additional year. Any such request must be made in writing by February 1, and may be approved if the Superintendent is satisfied that the needs of the District can be met. These extension requests must then be processed through the steps as outlined in the first paragraph of this section.

15.10.3 A member on leave without pay may participate in the employee group benefits provided the member pays the full cost on a monthly basis ten (10) days in advance of the month due.

15.10.4 A member on personal leave without pay for more than 25% of their scheduled work year shall not advance a step on their appropriate salary schedule for the year of the leave. In addition, any personal leave without pay constitutes an interruption in, and loss of, State Teachers Retirement System service credit, as per STRS policy.

15.10.5 Any full or part-time/job-sharing member on an approved extended leave without pay for not more than two years shall retain their right to return to a comparable position in the District.

15.10.6 A member on leave shall notify the proper administrator in writing by March 15 of his/her intent to return to this system at the beginning of the next school year.

15.10.7 Deductions for each day's absence approved but without pay shall be made at the rate of one (1) divided by the number of days required duty for the current school year times the annual contractual salary.

15.10.8 A member of the bargaining unit on extended personal leave shall not earn nor be entitled to illness or injury leave, holiday or any other form of paid leave.
15.10.9 Issues arising out of the exercise by the Board and Administration of the responsibilities under this Section 15.10 of this Article XV, including the facts underlying the exercise of such discretion shall not be subject to the grievance procedure as set forth in Article VII.

15.11 Sabbatical Leave

15.11.1 The District shall grant sabbatical leave to members of the bargaining unit to improve the value and quality of the member's work through enrichment of the member's experience and training. When the Sabbatical Leave Committee does not recommend at least one sabbatical leave, no such leave shall be granted for the ensuing school year.

15.11.2 The number of leaves granted during any one year shall not exceed 2% of the full-time equivalency (F.T.E.) classroom teachers of the bargaining unit. The actual number of leaves that will be granted each year will depend upon the financial resources of the District as determined by the Board of Education.

15.11.3 No sabbatical leave will be granted until the Superintendent is satisfied that a suitable provision can be made for carrying on the work of the member during the member's absence.

15.11.4 After returning from leave, every member of the bargaining unit granted a sabbatical leave is required to render a period of service in the employ of the Governing Board of the District which is equal to twice the period of the leave. The District will give every member returning from sabbatical leave equal consideration for assignment as other continuing members. Prior assignment as well as sabbatical experience will be considered along with other District needs.
15.11.5 The District shall establish policy, regulations and procedures to implement this sabbatical leave section including but not limited to (a) eligibility, (b) purposes, (c) compensation, (d) evidence of fulfillment of leave, (e) return to service, (f) retirement, (g) accident and illness on leave, (h) liability of the District, (i) application, (j) criteria for selection, (k) length of leave, and (l) approval.

15.11.6 Nothing contained in this Article XV, Section 15.11 or in Article X hereof shall be construed to allow for any interpretation, application or alleged violation of this Article XV, Section 15.11 being subject to the Grievance Procedure, Article VII.

15.12 Notification of Return to Work

In the event a member of the bargaining unit, returning from a leave of absence, fails to notify the immediate supervisor of his/her intention to return from leave by the time specified in the foregoing sections of this Article XV and a substitute reports for service, the substitute shall be permitted to serve and the member shall be on unpaid leave of absence for the day.

15.13 Unauthorized Leave

Any absence of a member of the bargaining unit on a day of required duty that has not met the eligibility, notification, and approval requirements of the various leave provisions of this Article XV shall be considered an unauthorized leave. Members of the bargaining unit shall not be compensated for any period of unauthorized leave and the District shall deduct on a pro rata basis the District contribution towards the health and welfare benefits specified in Article XI of this Agreement for the period of the unauthorized leave.

Withholding of compensation and health and welfare benefits shall not occur until administrative personnel have made diligent efforts to contact the employee and discover the reason for the absence.
15.14 Family Care Leave

15.14.1 Any unit member who has served the district more than one continuous year and has provided at least 1250 hours of service in the twelve (12) month period prior to the request for unpaid family care leave shall be eligible to take unpaid family care leave if required under the provisions of the federal Family Medical Leave Act (FMLA, 29 U.S.C. 2601), and the California Family Rights Act (CFRA, Government Code section 12945.2). All terms and conditions set forth in this article shall be applied in a manner consistent with the FMLA and CFRA.

15.14.2 Family Care Leave may be used for the following reasons: (a) the birth or placement for adoption or foster care of a child (leave may be taken only within 12 months of birth or placement), (b) the serious health condition of a spouse, child, or parent, (c) the employee’s own serious health condition, and (d) qualifying emergencies arising out of deployment of a family member in the regular armed forces or caregiving to a veteran with serious injuries as defined in the FMLA who is a family member.

15.14.3 For purposes of this regulation, “child” is defined as a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. For purposes of this regulation “parent” is defined as a biological, foster or adoptive parent, a stepparent or a legal guardian. “Serious health condition” is defined as “an illness, injury, impairment, or physical or mental condition” involving either inpatient care or continuing treatment by a health care provider.
15.14.4 Family Care Leave may be taken in one or more periods but shall not exceed a total of 12 weeks within a 12-month period, or 26 weeks in the case of care for a member of the regular armed services as defined in the FMLA where the unit member is a spouse, son, daughter, parent or next of kin. Leave taken for serious health conditions, either of a family member or the employee, may be taken intermittently or on a reduced schedule if medically necessary. The District reserves the right to place any lawful restrictions upon a unit member’s intermittent or reduced schedule usage of unpaid family care leave.

If a classroom teacher wishes to take intermittent leave, and that leave would cause the classroom teacher’s absence from the classroom more than 20 percent of the time, the classroom teacher may be required either to take continuous leave throughout the treatment period or to be placed in an equivalent position that would not be disruptive to the classroom.

A classroom teacher may be required to extend leave through the end of the semester if he or she would otherwise have returned within the last two or three weeks of the semester’s end, depending on the date on which the leave commenced and the duration of the leave.

If both spouses are employed by the District and both wish to take leave to care for a newly arrived child or a sick parent, their aggregate leave is limited to 12 weeks.

15.14.5 The employee shall continue to be entitled to participate in pension and retirement plans, and supplemental unemployment benefit plans to the same extent under the same conditions as apply to an unpaid leave taken for any other purpose. Health benefits continue through an employee’s leave. An employer may recover health coverage premiums paid for an employee who fails to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition, or something else beyond the employee’s control. This is subject to certification.
15.14.6 The employee shall retain his/her employee status with the district during the
leave period, and the leave shall not constitute a break in service for the purposes of
longevity, seniority, or any employee benefit plan.

15.14.7 If an employee’s need for family care leave is foreseeable, he/she shall give the
district written notice and request for family care leave at least thirty (30) days prior to
commencement of any family care leave. If the need for family care leave is not known
thirty (30) days prior to the date the family care leave must begin, the employee shall
provide a written notice and request for family care leave within one business day of
learning of the need for the leave. If leave is needed for a planned medical treatment or
supervision, the employee shall make a reasonable effort to schedule the treatment or
supervision to avoid disruption of district operations. This scheduling shall be subject to
the health care provider’s approval.

15.14.8 An employee’s request for leave due to a serious health condition of the
employee or to care for a child, spouse or parent who has a serious health condition shall
be supported by a certification from the health care provider of the person requiring the
care. This certification shall include:

15.14.8a The date on which the serious health condition began.
15.14.8b The probable duration of the condition.
15.14.8c An estimate of the amount of time the health care provider believes the
employee needs to care for the person requiring care.
15.14.8d A statement that the serious health condition either warrants the
participation of a family member to provide care during a period of the treatment
or supervision of the person requiring care, or renders the employee unable to
perform his or her job functions.

If additional leave is needed when the time estimated by the health care provider
expires, the employee shall provide recertification as specified above.
15.15 Catastrophic Leave Bank

15.15.1 The Association and the District agree to create a Catastrophic Leave Bank (Hereafter referred to as the “Bank”) effective at the adoption of this agreement for all Bargaining Unit Members covered by this agreement who: have a serious catastrophic illness, injury or disability; have a catastrophic illness/injury in their immediate family requiring their presence; and who have exhausted their own accumulated sick leave.

15.15.2 For the purpose of this section any “day” donated to the Bank will be valued as one day of service and will equal one day of service for the Bargaining Unit Member who withdraws a day from the Bank. Once a day is donated to the Bank, the donation is irrevocable.

15.15.3 The District will contribute an initial lump sum to the Bank equal to $28,500. This sum will be converted to “days” based on the average daily rate of all Bargaining Unit Members. The District and CFA agree to use the sum of $421.67 as the calculated average daily rate, including statutory costs; resulting in an initial deposit of 67.5 days to the Bank.

15.15.4 Any unused days held in the Bank at the end of the year will be carried over and accumulate year to year.
15.15.5 The Catastrophic Leave Bank shall administered by a Catastrophic Leave Committee consisting of two (2) members designated by the CFA and one (1) member designated by the District. The committee is charged with the responsibility of implementing the Catastrophic Leave Bank provisions and maintaining the solvency of the Bank. Decisions of the committee are final. However, Bargaining Unit Members denied support under this provision may appeal the Catastrophic Leave Committee’s decision to the CFA Executive Board. Decisions under this provision are not subject to the grievance procedure. The CUSD Board of Education or district administration will in no way be held responsible or liable for the decisions made about catastrophic leave by the Catastrophic Leave Committee or the CFA Executive Board.

15.15.6 Nothing in this section shall impose upon the Catastrophic Leave Committee of the District any obligation either to consider or grant a request for Catastrophic Leave benefits when the Bank does not contain sufficient days to grant the requested leave.

15.15.7 The District will set up and maintain the Bank’s records.

15.15.8 Participation in the Catastrophic Leave Bank is voluntary. All permanent Bargaining Unit Members are eligible to contribute to the Bank.

15.15.9 Members may donate up to one (1) day per year to the Bank for every ten (10) days of accumulated sick leave; not to exceed a total annual donation of five (5) days. A donation may be made at any time during the year. To donate a day to the Bank, a member must complete the Catastrophic Leave Contribution Form and submit it to the District Office. Said forms will be created by the District and included in the “Back To School” packet of every Unit Member. Forms will also be available at the District Office.
15.15.10 As set forth in Article XV and also as set forth in the Education Code, and other applicable law, the District shall decide regarding a request for leave under the District’s policy. No Bargaining Unit Member shall be eligible to apply for withdrawal from the Bank unless first placed on an authorized leave by the District, according to the provisions outlined in Article XV.

15.15.11 All permanent Bargaining Unit Members are eligible to apply for support under the provisions of the Catastrophic Leave Bank.

15.15.12 Eligibility for support from the Catastrophic Leave Bank and the amount of additional sick leave to be granted shall be the decision of the Catastrophic Leave Committee and shall be governed by the following criteria: The applicant must be a current Bargaining Unit Member covered by this agreement; adequate evidence of serious illness, injury or disability of the unit member or immediate family member may be required; and all prior accrued sick leave has been exhausted by the Bargaining Unit Member.

15.15.13 The initial grant of sick leave by the Catastrophic Leave Committee shall not exceed twenty (20) days. Extensions may be granted by the Catastrophic Leave Committee upon demonstration of further need by the applicant. The maximum number of days that may be granted from the Bank to a single Bargaining Unit Member in one school year shall not exceed fifty (50) days. Any days granted by the Catastrophic Leave Committee which are not used by the applicant shall be returned to the Bank upon the Bargaining Unit Member’s return to work after the leave.
15.16 Military Leave

Unit members shall be entitled to all statutory rights to military leave under applicable laws, including Military and Veterans Code section 395, and Education Code section 44800. Members of the bargaining unit who are attached to the military services and apply for a temporary military leave shall make every effort to prevent their military obligation from conflicting with school duties.

15.16.1 Temporary Military Leave

Temporary military leave, pursuant to Military and Veterans Code section 395, shall be granted to members of the bargaining unit called into temporary active duty of any unit of the United States Reserves or the National Guard, without loss of pay or accumulated sick leave, provided such obligation cannot be fulfilled on days when school is not in session and provided further that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from, such duty. A member of the bargaining unit on temporary military leave of absence, who has been in service of the Claremont Unified School District for a period of not less than one (1) year immediately prior to the day on which the absence begins, shall be entitled to receive salary, health and welfare benefits or compensation as an employee of the District for the first thirty (30) days of any such absence. Pay for such absence shall not exceed thirty (30) days in any one (1) fiscal year.
15.16.2 Active Military Service

Any member of the bargaining unit who enters the active military service of the United States of America or the State of California, as defined in Education Code section 44800, during any period of national emergency declared by the President of the United States of America, or during any war in which the United States of America is engaged shall be entitled to military leave. Within six (6) months after such member honorably leaves such service or has been placed on inactive duty, the member shall be entitled to return to the position held by the member at the time of the member’s entrance into such service at the salary to which the member would have been entitled had the member not been absent from the service of the District under the provisions of this subsection. Such absence shall not be construed as a break in service.

15.16.3 Probationary Status

In the case of a member of the bargaining unit who is a probationary employee, the period of any military leave of absence shall not count as part of service required as a condition precedent to the classification of that member as a permanent employee of the District.