

ARTICLE 16: LEAVE POLICIES

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16.1 Sick Leave

16.1.1 For each year of service, every full-time certificated employee shall be entitled to one day per month assigned, up to ten (10) days, for absence due to personal illness or injury with full pay whether or not the absence arises out of or in the course of his/her employment. Permitted days of absence are exclusive of all days the employee is not required to render service to the District. If an employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year. A part-time employee on a regular basis is entitled to a pro-rated amount of sick leave, except as provided in 16.1.1.1 below.

16.1.1.1 Each Adult Ed/CTE certificated employee and any other hourly certificated employee shall be entitled to one (1) hour for every eighteen (18) hours worked for absence due to personal illness or injury with full pay whether or not the absence arises out of or in the course of his/her employment. Permitted days of absence are exclusive of all days the employee is not required to render service to the District. If an employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year.

16.1.2 If an employee is absent due to illness or injury for a period of five (5) school months or less, and a substitute is employed, the amount deducted from the salary of the employee for any month in which the absence occurs shall not exceed the sum which is actually paid the substitute. If an employee is absent due to illness or injury, and a substitute is not employed, the employee shall receive whichever is greater of fifty percent (50%) of his/her regular salary or his/her regular salary less the established substitute rate during the absence for a period not to exceed five (5) school months.

16.1.2.1 The five (5) month period begins after the employee has used all full paid sick leave under Article 16.1. The employee shall not be provided more than (1) five (5) month period per illness or injury. If the use of differential sick leave occurs at a time when the full five (5) months will overlap into the next school year, the employee shall be entitled to only that amount of differential sick leave remaining at the end of the school year in which the illness or injury commenced.

16.1.2.2 When an employee has exhausted all available sick leave, including accumulated sick leave and differential sick leave and continues to be absent on account of illness or accident for a period beyond the five (5) month period, and the employee is not medically able to resume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is in probationary status, or for a period of 39 months if the employee is in permanent status. When the employee is medically able, during the 24 or 39 month period, the employee shall be returned to employment in a position for what he or she is credentialed and qualified. The 24 or 39 month period shall commence at the expiration of the five (5) month period of differential sick leave.

- 16.1.3 In the event an absence due to illness or injury is five (5) days or less, the employee may be required to sign a statement declaring that he/she was ill. If the illness or injury is for a period exceeding five (5) days, a statement signed by a medical practitioner may be required. At any time, the Board of Trustees may, at the Board's expense, require a statement from a medical practitioner designated by them to verify the individual was ill or injured and not able to work.
- 16.1.4 Sick leave benefits earned in other California public school districts may be transferred to or from Vista Unified School District as provided by law.
- 16.2 Religious Leave
 - 16.2.1 Each teacher shall be entitled to three (3) days of leave each school year to observe a religious holiday or holidays of his/her faith. Observance of a religious holiday or holidays may be claimed as personal necessity leave.
- 16.3 Disability Allowance
 - 16.3.1 The governing Board shall grant a leave of absence to any certificated employee who has applied for disability allowance, not to exceed thirty (30) days beyond final determination of the disability allowance by the State Teachers' Retirement System. If the employee is determined to be eligible for the disability allowance by the system, such leave shall be extended for the term of disability, but not more than thirty-nine (39) months from the date of approval of the disability allowance. Ed Code Section 44986. See Article 13.8 for health benefits while on disability.
 - 16.3.2 Provisions for notice of intention to return shall be the same as in regulations governing general leave except that such notice shall include a written statement from a medical practitioner or clinic designated by the District certifying the employee's ability to return to part-time or full-time service.
- 16.4 Industrial Accident/Illness Leave
 - 16.4.1 An employee shall be granted leave of absence with pay when he/she is absent due to an industrial accident or illness in the course of his/her employment in accordance with the following regulations:
 - 16.4.1.1 Such leave shall be for a maximum of sixty (60) working days per accident in any fiscal year. In the event that the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to the amount of the unused leave due him/her for the same injury or illness.
 - 16.4.1.2 Such leave shall not be accumulative from year to year.
 - 16.4.1.3 Salary received from the District during such leave plus wage loss benefit checks received under Workers' Compensation laws may not exceed the employee's regular salary. Therefore, all benefit checks received by the employer or employee under Workers' Compensation shall be endorsed to the District, and the District shall pay the employee his/her normal salary during the period of leave.

- 16.4.1.4 An employee receiving industrial accident/illness leave shall remain within the State of California unless approval is given to leave the state.
- 16.4.1.5 An industrial accident or illness means any injury or illness whose cause can be retraced to the performance of services for the Board.
 - 16.4.1.5.1 After an employee has exhausted the industrial accident/illness leave, he/she may use regular sick leave and any other compensation time off to cover absences caused by industrial accident/illness.
 - 16.4.1.5.2 Regular sick leave shall be earned during an industrial accident/illness leave but shall be reduced by the number of days so credited if the employee cannot return to work to complete his/her contract.
 - 16.4.1.5.3 When all paid leaves of absence have been exhausted by a certificated employee as a result of industrial accident/illness, such employee shall be placed on a health leave of absence without pay. Such leave is normally granted for one year only but may be extended for a maximum period of one additional year. If an employee has not sufficiently recovered by the end of the leave period, he/she shall retire (if eligible), resign, or accept dismissal for reasons of health. Application for reemployment for such employee shall be given full consideration when accompanied by evidence of full recovery and ability to meet current employment standards. If an employee who was classified as a permanent employee is rehired within thirty-nine (39) months after his/her last day of paid service, the Governing Board shall restore to him/her all rights, benefits, and burdens of a permanent employee, as provided by law.
- 16.4.1.6 An employee may choose to use their own doctor or medical practitioner under this article for Workers' Compensation and shall notify the District in writing as to that decision. The employee and medical practitioner must complete all paperwork and agree to the Workers' Compensation regulations. The paperwork shall be held at the Administrative Service Center (ASC), Workers' Compensation Office. Should an employee not designate their own medical practitioner, the employee shall use a Workers' Compensation referral doctor.

16.5 Bereavement Leave

- 16.5.1 Full pay shall be granted an employee for the first five (5) days he/she is absent on account of the death of the parent (biological, adoptive, foster, step-, custodial), spouse, child (biological, adoptive, foster, step-, custodial), sibling (biological, adoptive, foster, step-, custodial), parent-in-law, sibling-in-law, child-in-law, grandparent (biological, adoptive, foster, step-, custodial), grandchild (biological, adoptive, foster, step-, custodial), or any relative living in the immediate household of the employee. In the event more time is required for travel outside of State or 200 miles or more one way within the State, an additional two (2) days shall be granted.

16.6 Pregnancy Disability Leave

16.6.1 Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. **Prior to utilizing any accumulated sick leave balance, the employee shall receive two (2) weeks of paid maternity leave as described in Article 16.6.2.** Such leave shall not be used for child care, child rearing, or **non-medical** preparation for childbearing, but shall be limited to those disabilities as set forth above.

16.6.2 Maternity Leave

~~In addition, after the birth of a child, the~~ **The** employee shall receive two (2) calendar contract weeks (10 paid work days) of fully paid leave under this section, which shall not count against the employee's sick leave accrual or any other leave of absence the employee may be entitled to under Article 16, including paid parental leave. This two-week period of leave shall be available to unit members beginning July 1, 2020. This two-week period of paid leave is only available during the contracted work year when the member is on leave for pregnancy-related disability. It will run concurrent with any paid pregnancy disability leave currently offered and/or enacted in the future, and it will not extend the total amount of time available for an employee to be on pregnancy disability leave.

16.6.3 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management may require a verification of the extent of disability through physical examination of the employee by a physician appointed by the District, and at the District's expense.

16.6.4 Employees are entitled to leave with differential pay for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave and the two-week period of fully paid leave have been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

16.6.5 The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at time the leave commenced.

16.7 Child Rearing Leave

16.7.1 Up to one full school year of unpaid leave may be granted to a male or female teacher who is a natural or adopting parent for the purpose of rearing his/her child. Arrangement for such leave must be made as soon as possible.

16.8 Military Leave

16.8.1 Any employee who enters the active military service of the United States or the State of California, or such auxiliary services as the Merchant Marine or the

American Red Cross, shall be granted leave during the period of war or national emergency, and shall receive regular salary for the first thirty (30) calendar days of such leave. The employee may return to a position within six (6) months after honorably leaving the service or being placed on inactive duty.

16.8.2 Members of the Armed Forces Reserve Corps or of the National Guard or Naval Militia are entitled to a temporary military leave and shall receive their regular salaries for the first thirty (30) calendar days and differential pay with military pay thereafter for the balance of that year of such leave. The employee shall make every effort to schedule the training duty at a time that will not conflict with regular school duties. If duty is required during the school year the employee is to notify the Human Relations Department five (5) days in advance of the assigned duty.

16.9 Personal Necessity Leave and Personal Day Leave

16.9.1 Any days of leave of absence for illness or injury allowed for sick leave may be used by the employee in cases of personal necessity. Personal necessity leave shall be limited to:

16.9.1.1 Death or serious illness of a member of the immediate family.

16.9.1.2 Accident involving his/her person or property or the person or property of member of his/her immediate family.

16.9.1.3 Personal necessity leave shall not be used for such matters as vacation, recreational activities, or any matter pertaining to an employee's personal business involving an auxiliary income.

16.9.1.4 The unit member will report the use of this leave when he/she reports the absence, using the VUSD absence reporting system.

16.9.2 Personal Necessity Leave for the following reasons shall be limited to twelve (12) weeks per school year.

16.9.2.1 Circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and necessitate immediate attention, and cannot be taken care of after the work hours or on weekends (up to twelve [12] weeks per school year).

16.9.3 In the event of absence, due to personal necessity, the employee may be required by the District to sign a statement declaring this absence is due to one of the above approved personal necessity reasons.

16.9.4 This provision is intended to comply with the requirements of Education Code Section 44981, (personal necessity).

16.9.5 Personal Day Leave may be utilized by a unit member who has sufficient sick leave credit. A unit member may use up to two (2) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion and must have site administrative approval.

16.9.5.1 A minimum of five (5) workdays advanced notice shall be required; such leave may not be used the first or last instructional day of the

school year. Personal Day Leave shall not accrue from school year to school year. Donated sick time may not be used to cover a Personal Day Leave.

16.10 Judicial Leave

- 16.10.1 The Board of Trustees of the District shall grant leaves of absence to employees, in positions requiring certification qualifications, regularly called for jury duty in the manner provided by law. The Board shall grant such leaves of absence with pay up to the amount of the difference between the employee's regular earning and any amount he/she receives for jury duty.
- 16.10.2 The District Superintendent or designee shall discuss with the affected employee the practicality of seeking exemption when acceptance would tend to materially disrupt the District's operations.
- 16.10.3 Employees serving jury duty during their breaks or electing to postpone jury duty to a scheduled break shall be compensated at the regular daily substitute rate for each day the individual reports to court, except as provided below.
 - 16.10.3.1 Jury duty leave shall be provided to Adult Ed/CTE teachers only for those hours they are required to provide jury duty when they were otherwise scheduled to perform their duties.
 - 16.10.3.2 Adult Ed/CTE teachers who postpone jury duty to a non-teaching time shall be compensated at the substitute rate for the hours of assigned work time during which they would have been on jury duty leave had they not postponed.
- 16.10.4 The employee must submit the court time sheet to the District to be reimbursed for his/her time for jury duty.
- 16.10.5 When an employee is required to appear in court on behalf of this District, no loss of salary shall be incurred. When an employee is required to appear as a witness in court or before a grand jury or to respond to a subpoena or an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave without loss of salary shall be granted up to the amount of difference between the employee's regular earnings and any amount he/she may receive as a fee for up to ten (10) work days.

16.11 Sabbatical Leave

- 16.11.1 An employee who has rendered satisfactory service in the District for at least (7) consecutive years may be granted a sabbatical leave. This leave shall be for the purpose of full-time study and/or research projects. Applicants must file a sabbatical leave request no later than March 1.
- 16.11.2 The employee shall provide service to the District to twice the period of the leave following the sabbatical. A bond to this effect must be provided by the employee.
- 16.11.3 The Board shall consider granting sabbatical leaves to no more than 1 percent (1%) of the total number of people in the bargaining unit each year, and funds shall be allocated for maximum implementation of this policy. In the event the number of applicants exceeds one percent (1%), recipients shall be selected by a committee consisting of three (3) members appointed by the Association and

two (2) members appointed by management. The committee shall consider the following factors in making its selection:

- A. Distribution by school and grade.
- B. Merit of reasons.
- C. Seniority of employment.
- D. History of previous leaves.
- E. Benefit to students of District.
- F. Application deadlines.

16.11.4 Sabbatical leave shall be offered in two (2) forms: one full contracted year at one-half (1/2) annual salary; or one-half (1/2) contracted year at one-four (1/4) annual salary. At the expiration of the Sabbatical Leave of Absence, every reasonable effort shall be made to return the teachers to essentially the same assignment they held or they may, at their discretion, apply for a transfer to a different vacancy.

16.11.5 The employee on sabbatical leave shall enjoy the same health and welfare benefits as any other employee on full-time assignment.

16.11.6 All applications for sabbatical leaves must outline the proposed program, state prospective benefits to the District, and be submitted in accordance with procedures established by the Superintendent.

16.12 General Leave

16.12.1 After having completed four (4) years of service, any certificated employee may, at the discretion of the Board, be granted a leave of absence without pay for not less than one semester nor more than one (1) year.

16.12.2 The employee shall provide the Board with written notice by March 1st for a first semester or one year leave for the upcoming school year. For a second semester leave of the current school year, the employee shall provide written notice by September 15th. The employee shall provide the Board with written notice of his/her intention to return by November 1st for a first semester leave or by March 1 for a second semester or one year leave. Failure to notify the Board shall be considered as notice that the teacher shall not return and that the position is vacant. At least ten (10) days before the notice is due, the District shall remind the employee of this obligation by certified letter.

16.12.3 If a full-time general leave is extended by the Board for a second year, the person filling the vacancy shall be offered a probationary contract. This provision would not be in effect if the teacher on leave is committed to a one time two year or less teaching assignment in a foreign country.

16.13 Public Office Leave.

16.13.1 Every certificated person who has permanent status and is elected to any public office requiring absence from District employment shall be granted a leave of absence without pay from his/her duties as an employee of the District.

16.13.2 During the term of such leave of absence, the employee may be employed by the District to perform such less-than-full-time service requiring certification qualifications for such compensation and upon such terms and conditions as may be mutually agreed upon. Such absence shall not affect in any way the classification of such employee.

16.13.3 Within six (6) months after the term of office of such employee expires, he/she shall be entitled to return to a position in the District at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District under this section.

16.14 Unpaid Days of Absence

16.14.1 Employees may, by mutual agreement with the District, be granted unpaid days of absence for any reason not allowed under any paid leave in this Article.

16.15 Family Leave Act

16.15.1 It is the intent of this provision to be consistent with the federal Family Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.) and the California Family Rights Act of 1991, as amended October 5, 1993 and 2016 (Cal. Gov't Code § 12945.2). It shall be interpreted so that there shall be no violation of state or federal law.

16.15.2 Full-time certificated employees with more than twelve (12) months of continuous service with the District shall be granted family care and medical leave for up to a total of twelve (12) work weeks in a school year pursuant to the requirements of this provision. Employees are entitled to use accumulated sick leave for this absence. Part-time certificated employees who have completed at least one thousand two hundred fifty (1,250) hours of service in the twelve (12) months preceding the leave shall be entitled to the same benefit.

16.15.2.1 For purposes of this provision, the term "family care and medical leave" means:

- A. leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, within one year of such birth or placement;
- B. leave to care for the employee's spouse, child or parent with a serious health condition; or
- C. leave because of a serious health condition of the employee that makes the employee unable to perform the functions of his or her position, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

16.15.3 For purposes of this provision, the term "child" means a biological, adopted, foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen (18) years of age or incapable of self-care because of a mental or physical disability.

16.15.3.1 For purposes of this provision, the term "parent" means biological, foster, adoptive parent, a step-parent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

16.15.3.2 For purposes of this provision, the term "serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- A. Inpatient care in a hospital, hospice, or residential health care facility; or
- B. Continuing treatment or continuing supervision by a health care provider.

16.15.3.3 For purposes of this provision, the term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law, or an individual who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.

16.15.4 An unpaid family care leave shall be treated as any other unpaid leave. During the unpaid family care leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.

16.15.5 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days written notice is required.

16.15.6 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.

16.15.7 If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent, or spouse with a serious health condition, the employee shall consult with the District regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required.

16.15.8 The District requires that an employee's request for a family care and medical leave be supported by a written certification issued by the health care provider of the individual family member requiring care.

16.15.8.1 If the employee is requesting the leave to care for a child, parent, or spouse with a serious health condition, the certification shall include:

- A. the date on which the serious health condition commenced;
- B. the probable duration of the condition;
- C. an estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care;
- D. a statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent, or spouse.

- 16.15.8.2 If the employee is requesting the leave for his or her own serious medical condition, the certification shall include:
- A. the date on which the serious health condition commenced;
 - B. the probable duration of the condition;
 - C. a statement that, due to the serious health condition, the employee is unable to perform the function of his or her position.
- 16.15.8.3 If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.
- 16.15.9 In any case in which the District has reason to doubt the validity of the certification provided for the employee's own serious health condition, the District may require, at the District's expense, that the employee obtain the opinion of a second health care provider, designated or approved by the District, concerning any information certified under Article 16.15.8.2.
- 16.15.10 In any case in which the second opinion described in Article 16.15.9 differs from the opinion in the original certification, the District may require, at the District's expense, that the employee obtain the opinion of a third health care provider, designated or approved jointly by the District and the employee. The opinion of the third health care provider shall be considered to be final and shall be binding on the District and the employee.
- 16.15.11 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee shall obtain certification from his or her health care provider that the employee is able to resume work.
- 16.15.12 An eligible employee may elect, or the District may require the employee, to substitute accrued paid leave such as sick leave, differential pay sick leave, or any other paid leave for any part of the twelve (12) work week period.
- 16.15.13 Family care and medical leave taken because of the serious health condition of the employee or the employee's spouse, child or parent, may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child or placement of a child with the employee, shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.
- 16.15.14 If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.
- 16.15.15 During any period an employee takes unpaid family care and medical leave the District shall maintain and pay for coverage for current health and welfare benefits for a maximum of twelve (12) work weeks. The District may recover the premium that it paid as required by this provision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

- 16.15.15.1 The employee fails to return from leave after the period of leave to which the employee is entitled has expired.
 - 16.15.15.2 The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.
 - 16.15.16 If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care and medical leave totaling more than twelve (12) work weeks within a school year.
 - 16.15.17 Leave taken under the pregnancy disability provision set forth in Article 16.6 runs concurrently with family care and medical leave under Federal law, but not family and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).
 - 16.15.18 Leave taken under the industrial accident or illness disability runs concurrently with family care and medical leave under both Federal and State law. An eligible employee may take a combined industrial accident or illness and family care and medical leave for a maximum total of twelve (12) work weeks in a school year.
- 16.16 Parental Leave
- 16.16.1 Full-time/part-time certificated employees with more than twelve (12) months of continuous service with the District shall be granted California Family Rights Act leave (child bonding/parental leave) for up to a total of twelve (12) work weeks in a calendar year pursuant to the requirements of this provision. Employees are entitled to use sick leave for this absence and are entitled to differential pay if all sick leave has been exhausted. The leave must be completed within one (1) year of the birth or foster/adoptive placement of the child and the leave may be granted in two (2) week intervals. The employee shall have two (2) opportunities to request leaves of shorter duration. The foregoing provisions are intended to comply with Education Code section 44977.58 (AB 2393).
- 16.17 Donated Sick Leave
- 16.17.1 Certificated employees may donate sick leave to a member of the bargaining unit who qualifies for leave due to an event affecting the employee or the employee's family's health, and the employee has exhausted all fully paid leaves of absence. To qualify, ~~a physician's statement~~ **an application and appropriate medical documentation** must be submitted to the Human Relations Department **and VTA**. It may not be used for child bonding/parental leave.
 - 16.17.2 An employee who chooses to donate sick leave may donate from his/her accrued sick leave.
 - 16.17.3 For this situation, sick leave donations shall be made in terms of days and shall be utilized in terms of days.

- 16.17.4** Employees who would like to donate sick days to another employee should make a request to donate to the certificated Human Relations Department **and VTA.**
- 16.17.5 Donations shall be transferred to the recipient as needed in the order they are received by the certificated Human Relations Department. Donated sick leave not used by the recipient shall be returned to the individual donors.
- 16.17.6 The recipient of donated sick leave shall be required to exhaust sick leave as it is credited during the absence for which the leave was donated.
- 16.17.7 Donated sick leave used by the recipient shall not exceed one (1) year in length and any utilization shall run concurrently with the five month differential pay as outlined in Article 16.1.2.
- 16.17.8 Nothing in section 16.16 shall be interpreted to entitle an employee to a leave of absence, with or without pay. Entitlement to leave shall be regulated by other applicable provisions of this Agreement.