

ARTICLE 12

LEAVES OF ABSENCE

12.1 GENERAL PROVISIONS

12.1.1 The Governing Board may grant leaves of absence to bargaining unit members employed in positions requiring certification qualifications in accordance with provisions of the law.

12.1.2 Leaves of absence for advanced study, travel, exchange teaching or other reasons recommended by the Superintendent and approved by the Board may be granted to probationary and permanent bargaining unit members. Such leaves shall be awarded without remuneration.

12.2 TIME TRADE EXCHANGE DAYS

Bargaining unit members may, with the principal's consent, trade workdays during a single year. The site administrator must be notified at least ten (10) days prior to the trade. Denial of this trade shall not be arbitrary or capricious. Bargaining unit members will be provided reasons for denial of trade days. Bargaining unit members must be notified of administrative denial within five (5) days of the request for trade agreements.

12.3 SICK LEAVE

12.3.1 Sick leave with pay is granted to school employees to protect the health and welfare of both bargaining unit members and pupils.

12.3.2 Full-time bargaining unit members on a regular annual contract are entitled to annual sick leave at the rate of one (1) day pay per eighteen (18) seven and a half (7.5) hour days of service or major fraction thereof (minimum ten <10> days). Credit for the annual sick leave need not be accrued prior to taking such leave by the bargaining unit member, and such sick leave may be taken at any time during the school year. The unused portion of the bargaining unit member's sick leave shall accumulate without limit.

(A) Full-time bargaining unit members who are hired to teach summer school are entitled to annual sick leave at the rate of one (1) day per eighteen (18) days, seven and a half (7.5) hour days of service or major fraction thereof.

12.3.3 Part-time bargaining unit members employed less than five (5) school days per week shall be entitled to sick leave in the ratio that their services bear to full-time service.

12.3.4 Bargaining unit members hired or returning employees beginning:

(A) On or before the 15th day of the month shall be given full sick leave credit for that month. (Sick leave accrues from the 1st of the month.)

(B) On or after the 16th day of the month shall accrue sick leave from the 1st of the following month (no pro-ratio for employment commencing on or after the 16th day of the month).

12.3.5 Bargaining unit members terminating prior to the last workday of the month:

- (A) Bargaining unit members terminating on or after the 16th day of the month shall be entitled to full sick leave credit for that month.
 - (B) Bargaining unit members terminating on or before the 15th day of the month shall receive no sick leave credit for that month.
- 12.3.6 Upon exhaustion of all accumulated sick leave credit, a bargaining unit member who continues to be absent under the provisions of this Article shall receive, for up to one hundred (100) days, the difference between his pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute had been employed.
- 12.3.7 A bargaining unit member who has exhausted their accumulated sick leave shall submit verification of medical treatment for any illness requiring more than two (2) consecutive workdays for recuperation. If the bargaining unit member will require additional days for recuperation, the verification must include an estimate of the number of days necessary for such recuperation. The bargaining unit member must submit verification of medical treatment upon returning to work.
- 12.3.8 The District may require a bargaining unit member to provide medical verification for any illness, if the District has just cause to believe the bargaining unit member is abusing sick leave provisions. The bargaining unit member must submit medical verification upon returning to work.
- 12.3.9 Bargaining unit members shall not be required to verify medical treatment of illness except as provided above.
- (A) A permanent bargaining unit member who resigns and is re-employed within thirty-nine (39) months shall have all accumulated sick leave credit reinstated.
- 12.3.10 TRANSFER OF SICK LEAVE
- (A) A certificated employee of a California school district with at least one (1) year of teaching experience who accepts a position requiring certification qualifications with another district or any County Superintendent of Schools or State Department of Education shall, in writing, notify the new employing district or County Superintendent of Schools or State Department of Education of the name and address of the previous district in which the bargaining unit member was employed.
 - (B) The bargaining unit member shall request credit for accumulated sick leave allowed for illness or injury at the time of separation.
 - (C) It shall be the responsibility of the new employing district to request such information relative to accumulative sick leave from the former district of employment.
 - (D) Upon receipt of such request, the chief administrative officer of the former school district of employment shall transmit in writing to the new employing district a

statement of accumulated and unused sick leave to which the bargaining unit member is entitled.

- (E) The statement of accumulated sick leave shall be certified by the Business Manager as being true and correct.
- (F) No Governing Board shall adopt any policy or rule which requires any certificated employee transferring to the District to waive all or any portion of such accumulated sick leave.

12.4 CATASTROPHIC LEAVE BANK

The District and the Association shall establish a Catastrophic Leave Bank (Bank) which will be in compliance with Education Code Section 44043.5

12.4.1 Bargaining unit members who suffer a catastrophic injury or illness that is expected to incapacitate the bargaining unit member for an extended period of time (in excess of ten (10) days) shall become eligible to use this catastrophic sick leave plan subject to the restrictions and conditions outlined below.

- (A) The bargaining unit member to receive donated sick leave must have exhausted all fully paid leave and be in a true catastrophic condition.
- (B) A bargaining unit member who has exhausted sick leave but still has differential leave available is eligible for withdrawal from the Bank. Use of the Bank is allowable only as a supplemental to such differential leave. The District shall pay the bargaining unit member full pay and the Bank shall be charged one-half.
- (C) The bargaining unit member must be permanent, not probationary.

12.4.2 The use of this Bank shall only be available to those eligible bargaining unit members who have made a donation of at least five (5) days to the Bank prior to their request and have continued participation under Section 12.4.5.

12.4.3 The donation of sick leave by the bargaining unit member shall be irrevocable. The bargaining unit member shall file a "Certificated Sick Leave Bank Deposit Form" with the payroll office. A donation to the Bank shall be a general donation from prior years' accumulations and shall not be considered a donation to a specific bargaining unit member for their exclusive use.

12.4.4 There is no limit to the number of sick leave days a bargaining unit member may donate to the Bank, so long as the minimum number of accumulated sick leave days available from the prior years' accumulations in the bargaining unit member's account does not fall below ten (10) days.

12.4.5 An additional day of contribution will be required of all participants if the number of days in the Bank falls below three hundred (300). Bargaining unit members who are currently drawing from the Bank at the time of the assessment need not contribute to remain eligible to draw from the Bank. If a participant has ten (10) or less days of remaining sick

leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Bank.

- 12.4.6 Leave from the Bank may not be used for illness or disability, which qualifies the bargaining unit member for Worker's Compensation, benefits unless they have exhausted all Workers' Compensation leave and their own paid leave.
- 12.4.7 When the bargaining unit member may reasonably be presumed to be eligible for disability retirement under STRS or if applicable Social Security, they may be requested to apply for such retirement. Failure of the bargaining unit member to submit a complete application, including medical information provided by the applicants' physician, within twenty (20) days will disqualify the bargaining unit member from further Bank payments.
- 12.4.8 The enrollment period will coincide with the mutually established open enrollment period for health and welfare benefits. Any change in current practices with regard to the scheduling of open enrollment will be discussed with the Fontana Teachers Association prior to implementation.
- 12.4.9 Cancellation of membership in the Bank occurs automatically whenever a bargaining unit member fails to make their assessment contribution under section 12.4.5. The bargaining unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the bargaining unit member effects cancellation.
- 12.4.10 A bargaining unit member wishing to use this Bank shall submit a "Certificated Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Human Resources Office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The bargaining unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. A Sick Leave Bank Committee shall consider the request of the bargaining unit member.
- 12.4.11 The maximum number of duty days allowed to be utilized by one bargaining unit member for a single catastrophic illness/injury shall not exceed forty (40) workdays. A bargaining unit member may request a specific number of days on the form, available in the Personnel office, when the request is submitted. The bargaining unit member may request up to an additional forty (40) days should the condition continue by filing an additional request for consideration by the Committee.
- 12.4.12 Any days approved that are unused by the bargaining unit member shall be returned to the Bank.
- 12.4.13 If a bargaining unit member uses a day from the Bank, pay for that day shall be the same rate the bargaining unit member would have received had the bargaining unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.

12.4.14 During September of each year, the Payroll Office shall provide the Association a statement outlining the number of days available in the Bank as of September 1 of that year and the number of days used in the previous year.

12.4.15 Hold Harmless

The Association agrees that it will not file, on its own behalf or on the behalf of any bargaining unit member, any grievance, claim or lawsuit of any kind related to any attempt by a bargaining unit member to retrieve donated sick leave used by another bargaining unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf, or on the behalf of any bargaining unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

12.4.16 If the Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the then current members of the Bank.

12.5 JURY DUTY

12.5.1 The District shall grant paid leaves for bargaining unit members called to serve on jury duty, subject to the following conditions:

12.5.2 Bargaining unit members shall file their court jury summons with their immediate supervisor at least three (3) working days prior to the date of their first scheduled appearance.

12.5.3 Bargaining unit members required to serve on jury duty must obtain written verification from the appropriate court indicating the date(s) that they actually appeared.

12.5.4 Bargaining unit members shall be paid the difference between their regular salary and the amount they receive in the form of jury duty pay, exclusive of mileage fees. The District shall pay the bargaining unit member's regular salary, and the employee shall remit to the District the amount received as jury duty pay within ten (10) days of receiving such pay or prior to the close of the last payroll period of the year, whichever occurs earlier. In the event the bargaining unit member has failed to remit such fees, the District shall be entitled to withhold the appropriate amount from the bargaining unit member's last salary check of the school year.

12.5.5 In the event a bargaining unit member called for jury duty is dismissed or excused by the assigned court prior to the end of their normal workday, the bargaining unit member need not report to work for the remaining portion of that day. In the event a bargaining unit member's jury duty is postponed prior to the end of the bargaining unit member's workday, the bargaining unit member will subsequently contact their immediate supervisor to determine if it is necessary for the bargaining unit member to return to work for the remaining portion of that day. The travel distance between the bargaining unit member's residence, assigned court, and worksite, as well as the time remaining in the bargaining unit member's workday will be considered in making this determination.

12.5.6 A bargaining unit member shall be entitled to paid leave to appear in court as a witness when subpoenaed, other than as a litigant, or to respond to an official order from another governmental jurisdiction.

12.6 BEREAVEMENT AND IMMINENT DEATH LEAVE

12.6.1 A bargaining unit member shall be granted leave of absence with pay for three (3) days due to death in the immediate family or five (5) days if in excess of six hundred (600) miles round trip travel is required to attend or arrange for funeral. The Governing Board, upon the recommendation of the Superintendent, may extend the benefits at its discretion.

12.6.2 Members of the immediate family are defined as father, mother, sister, brother, daughter, son, wife, husband, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepchild, grandson, granddaughter, grandmother or grandfather of spouse or any relative living in the immediate household of the bargaining unit member.

12.6.3 A maximum of three (3) days of leave without loss of pay in any one (1) school year may be granted for absence due to serious illness or accident, with death imminent, of an immediate member of the family as defined above. Medical verification shall be required to substantiate imminent death leave.

12.7 PERSONAL NECESSITY LEAVE

12.7.1 Each bargaining unit member shall be entitled at their election to utilize up to eight (8) days leave of absence annually for personal necessity. Such leave shall not be used merely for an extension of a holiday or vacation or for purely personal convenience, and it shall be deducted from the bargaining unit member's accumulated sick leave.

12.7.2 Personal necessity leave shall be granted to each bargaining unit member upon application to the bargaining unit member's Principal or other immediate superior at least two (2) days before taking such leave (except in the case of emergency or as provided below). No advance application shall be required for leave taken for:

- (A) Death or serious illness of a member of his immediate family.
- (B) Accident involving their person or property or the person or property of a member of their immediate family.
- (C) Violators of personal necessity leave shall be subject to appropriate discipline.

12.8 PREGNANCY DISABILITY LEAVE

Bargaining unit members are entitled to pregnancy disability leave of up to four months (see Appendix H). Pregnancy disability leave shall be treated the same as any other temporary disability leave. Unpaid pregnancy disability leave shall run concurrently with any available paid leave.

12.8.1 Both physical ability to remain on the job and physical disability to commence the pregnancy disability leave shall be determined and reported to the District by a licensed

physician. The attending physician shall determine and report to the District the date upon which the bargaining unit member is physically able to return to work. When possible, the District shall be provided no less than thirty (30) days written notice of the bargaining unit member's intention to take a pregnancy disability leave.

12.8.2 The bargaining unit member may either return to work at the expiration of the pregnancy disability leave or may commence leave under the California Family Rights Act (CFRA).

12.9 CHILD REARING LEAVE

Pursuant to the California Family Rights Act (CFRA) a bargaining unit member is entitled to 12 weeks of unpaid leave with benefits. Additional unpaid leave may be granted under Article 12.0, Personal Leave.

12.10 FAMILY AND MEDICAL LEAVE

The District shall provide the bargaining unit member, upon request, a leave under Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) in accordance with this Article.

12.10.1 Eligibility

All full-time bargaining unit members and part-time bargaining unit members who worked at least 1,250 hours in the 12 months prior to taking the leave and who have been employed at least 12 months as measured by the first day of paid service are eligible for leave under this Article.

Leave under this Article shall be granted upon written request from a bargaining unit member for the following reasons: the bargaining unit member's own serious health condition, the serious health condition of a bargaining unit member's parent, child, or spouse; the birth of a child of the bargaining unit member within twelve (12) months of the birth; or the placement of a child with the bargaining unit member in connection with adoption or foster care of the child by the bargaining unit member within twelve (12) months of the placement.

"Serious health condition" is defined as any illness, injury, impairment, physical or mental condition that either involves inpatient care in a hospital, hospice or residential health care facility, or involves continuing treatment or supervision by a health care provider. Under FMLA only, serious health condition of the bargaining unit member includes pregnancy, pregnancy related disability, and childbirth related disability.

When the leave is for the bargaining unit member's own serious health condition, the bargaining unit member may substitute paid leave, including sick leave and extended illness leave, for the family leave. Extended illness leave (100 Day Bank) shall run concurrently with the family leave entitlement.

A bargaining unit member eligible for leave under this Article may substitute any accrued leave, paid or unpaid, under this agreement.

12.10.2 Duration

Eligible bargaining unit members may take as long as fifteen (15) workweeks of family leave in any 12-month period, beginning with the first day of the leave. Except for leave taken for the bargaining unit member's pregnancy, the fifteen (15) workweeks of CFRA leave shall commence on the termination of the pregnancy or childbirth-related disability, at the bargaining unit member's election.

12.10.3 Benefits

Leave under this Article shall entitle the bargaining unit member to health and welfare benefits for fifteen (15) weeks.

Leave under this Article shall entitle the bargaining unit member to continue accrual of all "service-related" rights of employment, including without limitation seniority, salary advancement, re-employment and participation in optional benefits programs such as early retirement.

12.10.4 Return to Work

Leave under this Article shall terminate whenever the bargaining unit member returns to continuous active service following written notice as provided below.

A bargaining unit member returning from leave under this Article shall be reinstated immediately upon the date specified in the medical certification or request for family leave to the same position provided it still exists. In the event the position no longer exists, the bargaining unit member shall be returned to an equivalent position to the one they held at the commencement of the leave. The District reserves the right to hire a permanent replacement to fill the position if leave for the bargaining unit member under this Article extends beyond fifteen (15) work weeks, in which case, the bargaining unit member will be returned to an equivalent position upon termination of the leave. Where the bargaining unit member seeks to return earlier than the date specified in the request for family leave, they shall provide no less than two (2) business days' written notice of the intent to return, and shall be reinstated no later than two (2) business days after the District received the bargaining unit member's notice. When the bargaining unit member seeks to return earlier than the date specified in their medical certification of an off-work order, they must provide a doctor's return to work order. The written request shall provide no less than two (2) business days' notice of the intent to return, and the bargaining unit member shall be reinstated no later than two (2) business days after the District received the written notice.

A bargaining unit member who while on leave under this Article gives written notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next workday following expiration of the leave.

12.10.5 Procedures

Leave under this Article shall commence on the date indicated by the bargaining unit member in the written leave notice provided by the bargaining unit member to her/his supervisor.

The written leave notice shall specify the following:

- (A) Leave will be taken pursuant to this Article,
- (B) The date the leave commences,
- (C) The anticipated pattern of leave use if the bargaining unit member will not be absent continuously,
- (D) Whether the bargaining unit member will substitute other paid leave for leave under this Article and if so, how much paid leave, and
- (E) The anticipated date of return to continuous active service, if known to the bargaining unit member.

Leave under this Article shall terminate on the next working day following the date indicated by the bargaining unit member in the written return notice provided by the bargaining unit member to her/his supervisor.

The written return notice shall specify the following:

- (A) That the bargaining unit member is on leave pursuant to this Article,
- (B) That the bargaining unit member will return to continuous active service,
- (C) The date upon which the employee will return to continuous active service.
- (D) A doctor's clearance for returning to work if the leave is for the bargaining unit member's own health condition.

Delivery of the leave or return notice shall be by any means reasonably likely to inform the supervisor of the bargaining unit member's absence from or return to continuous active service.

If a bargaining unit member on leave under this Article determines to resign or retire without returning to continuous active service, the bargaining unit member shall provide written notice to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next workday following the day designated by the bargaining unit member as the last day of employment.

A bargaining unit member who, while on leave under this Article, provides a written notice of determination to resign or retire may rescind the resignation or retirement at any time up to acceptance by the Board of Education by providing to the District written notice of the bargaining unit member's rescission of the prior notice of resignation or retirement.

12.10.6 Optional Leave Calculations

Leave under this Article will begin once sick leave has been exhausted, unless otherwise requested in writing by the bargaining unit member.

12.11 PERSONAL LEAVE/URGENT OR PERSONAL BUSINESS

12.11.1 A personal leave of absence without remuneration, for not more than thirty (30) days, may be awarded administratively to transact urgent personal business. The justification and duration of such leaves shall be left to the discretion of the Superintendent. Leaves of absence in excess of thirty (30) days are subject to ratification by the Governing Board.

12.11.2 A personal leave without remuneration may be granted to a bargaining unit member prior to the expiration of the school year to permit an early departure for the purpose of attending summer session. Approval may be made subject to receipt of proof indicating the starting day of the session. Sufficient allowance will be made for normal travel time.

12.11.3 A personal leave shall not be awarded for the purpose of investigating or accepting employment opportunities elsewhere.

12.12 LEAVE INVOLVING LITIGATION

Any days of accumulated leave of absence for illness or injury allowed pursuant to Article 12.3 (Sick Leave) may be used by the bargaining unit member for a mandatory court appearance. If the litigation involves the District, such leave shall not be charged against the bargaining unit member's accumulated sick leave.

12.13 PUBLIC OFFICE LEAVE

12.13.1 Every permanent bargaining unit member who is elected or appointed to public office shall be granted an unpaid leave of absence from his duties as an employee of the District, upon request, for the term of office. Such absence shall not affect the classification of the bargaining unit member.

12.13.2 No remuneration shall be awarded by the District for such public office duties. However, during the term of such absence, the permanent bargaining unit member may be employed by the District to render certificated service in less than full-time capacity for such compensation and conditions as may be mutually agreed upon.

12.13.3 Within six (6) months following the expiration of term of office, the bargaining unit member shall be entitled to return to the position held at the time of their election or appointment. The bargaining unit member shall be placed on the salary schedule at the level to which they would have been entitled had they not absented themselves from the District.

12.13.4 A substitute employed to replace the permanent bargaining unit member on public office leave shall not have any right to such position following the return of the bargaining unit member to his certificated assignment.

12.14 SABBATICAL LEAVE

12.14.1 Any bargaining unit member who has satisfactorily completed seven (7) full years of service in the Fontana Unified School District shall be eligible for sabbatical leave. Subsequent eligibility may be established by completing the required seven (7) years of consecutive service.

- 12.14.2 A full year of service shall consist of seventy-five (75) percent of the school year without absence for illness or other causes.
- 12.14.3 Years of service may be interrupted by leaves of absence, but time spent on such leaves may not be counted towards the required seven (7) years unless it falls into one of the following categories:
- (A) Exchange leaves.
 - (B) A one (1) year Federal grant leave.
 - (C) Temporary military duty (not more than one hundred eighty <180> days) with the National Guard or Armed Forces of the United States.
- 12.14.4 Any bargaining unit member eligible for sabbatical leave shall submit application to the District prior to February 1 of the school year preceding the leave. Any eligible bargaining unit member who does not submit application prior to the aforementioned date shall be deemed to have refused a sabbatical leave for the next ensuing school year.
- 12.14.5 Applications for sabbatical leaves must be accompanied by a written outline of the program to be undertaken during the leave. Such programs, which are subject to Board approval, may include travel, formal study, independent study, and combinations of the preceding three (3) items or any other activity deemed suitable by the Governing Board.
- 12.14.6 All sabbatical leave programs shall be related directly to the assignment held by the applicant or to an area of need in the District. Applicants shall indicate how the proposed program is expected to enhance their proficiency in these assignments upon return to the District.
- 12.14.7 Formal study programs shall have been accepted by the institution at which the study will take place and such acceptance acknowledged in writing.
- 12.14.8 A formal study program should consist of a normal academic load, which may vary among institutions.
- 12.14.9 Independent study programs shall be under the sponsorship of a recognized institution, agency or research organization.
- 12.14.10 In any given school year, one (1) percent of the total number of certificated employees may be awarded sabbatical leaves. If more applicants are received than can be granted, applicants will be considered on the basis of importance of the purpose of the leave to the District.
- 12.14.11 Sabbatical leaves shall be granted for either one (1) or two (2) consecutive semesters during September through June. If the individual requesting the leave is employed by the District for more than ten (10) months of the year, their sabbatical leave shall be granted for either the entire year or exactly one-half (1/2) of the year.
- 12.14.12 Upon completion of the sabbatical leave, the bargaining unit member shall return to employment in the Fontana Unified School District for at least two (2) years.

12.14.13 A bargaining unit member returning from sabbatical leave shall be placed upon the same step on the salary schedule as they would have been had they remained in active service with the District.

12.14.14 The State Teachers' Retirement System counts as service for retirement only one-half (1/2) of the time spent on sabbatical leave, and only one-half (1/2) of the regular State retirement contributions are deducted from warrants received while on leave. A bargaining unit member may pay the other one-half (1/2) of their retirement contribution and receive full retirement credit.

12.14.15 Rate of Payment

A bargaining unit member on a sabbatical leave shall receive fifty (50) percent of his regular salary, computed on a monthly basis; provided, however, that the compensation for any employment accepted during such leave shall not exceed the difference between the regular salary the bargaining unit member would have received had he remained on regular duty and the salary for sabbatical leave.

12.14.16 Method of Payment

(A) Plan A – Salary for such leave shall be paid in two (2) equal installments. The first shall be paid at the end of the bargaining unit member's first year of work after returning from the leave. The second installment shall be paid at the end of the bargaining unit member's second year of work following the leave.

(B) Plan B – Salary shall be paid in the same manner as if the bargaining unit member were rendering normal service in the District. Such payment shall be conditional upon the bargaining unit member furnishing a suitable bond indemnifying the Board of Education against loss in the event the bargaining unit member fails to meet the two (2) year teaching requirement because of death or physical or mental disability. The requirement for furnishing the bond may be waived by the Board of Education.

12.14.17 Method of payment, A or B, shall be left to the discretion of the bargaining unit member on sabbatical leave.

12.15 ACTIVE MILITARY LEAVE

Bargaining unit members on military leave shall be entitled to rights as provided by State and Federal law.

12.16 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

12.16.1 Allowable industrial accident leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident. Allowable leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence.

12.16.2 When a bargaining unit member is absent from their duties due to an industrial accident or illness, they shall be paid such portion of the salary due for any month in which the

absence occurs as, when added to their temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to them of not more than their full salary.

- 12.16.3 The phrase “full salary” as utilized in this action shall be computed so that it shall not be less than the bargaining unit member’s “average weekly earnings” as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this Section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- 12.16.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporarily disability indemnity award.
- 12.16.5 When an industrial accident or illness leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due to them for the same illness or injury.
- 12.16.6 Upon termination of the industrial accident or illness leave, the bargaining unit member shall be entitled to other leave benefits as described herein. For the purposes of each of these sections, their absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave; provided that if the bargaining unit member continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to them of not more than their full salary.
- 12.16.7 During any paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received due to their industrial accident or illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for payment of the bargaining unit member salary and shall deduct normal retirement, other authorized contributions and the temporary disability indemnity, if any, actually paid to and retained by the bargaining unit member for periods covered by such salary warrants.
- 12.16.8 Any bargaining unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.