

ARTICLE V. LEAVES

Section A: Adoption Leave

An employee receiving a child through legal adoption shall be granted, upon request, up to four (4) days leave with pay which may be used for the following:

1. Travel to obtain child;
2. A required observation with child;
3. Court and legal procedure to finalize adoption.

Said employee, upon request, may also be granted a Leave of Absence Without Pay in accordance with Article V, Section H, of this Agreement.

Section B: Civic Responsibility Leave

1. Jury Duty

Jury Duty is a civic responsibility. If summoned, the Bremerton School District will pay the difference between the employee's salary and the pay received while on jury duty. This section applies to both the regular school year and summer school.

- a. When an employee receives a summons to serve on jury duty and is required to serve, the employee is required to present a copy of the summons to his/her immediate supervisor, who forwards the copy to Payroll.
- b. On days the employee serves on jury duty, the employee will turn in a leave slip marked "Jury Duty" and will attach the "Juror Certificate of Attendance." The certification from the clerk of the court indicates the dates the employee served and the daily rate of pay.
- c. The employee will receive the normal rate of pay while serving on jury duty. However, any monies received from the court, with the exception of mileage reimbursement, will be deducted from the employee's next paycheck, on a tax-deferred basis.

2. Subpoena

When a subpoena or summons is received by an employee requiring an appearance in court as a witness, or for testimony on behalf of the Employer regarding an on-the-job incident, the personnel procedures described above for jury duty shall apply. If any witness fees are paid, that amount shall be deducted from the employee's regular pay. The Employer may limit the number of

employees absent on civic responsibility leave to five (5) on any school day except under special circumstances as determined by the Superintendent and the President of the Association.

Section C: Personal Leave

An employee, upon request, may be granted personal leave not to exceed two (2) days per school year. The employee shall notify employee's immediate supervisor as far in advance as possible of each absence on personal leave. Requests for personal leave will be processed in order of time of receipt of the requests, and may be denied if a substitute is not available for employment. For employees employed less than the full school year, the number of days will be granted on a prorated basis.

When notification is less than twenty-four (24) hours in advance of absence, and in the event that a half-day substitute is not available, a full day's personal leave must be taken. Personal leave shall not be requested for absences less than one-half (1/2) day in duration.

The following provisions shall govern the granting of personal leave:

1. Personal leave will be granted on a first-come, first-served basis by the filing of a leave form with the employee's supervisor. No more than two (2) staff will be granted personal leave per day. In the event of special circumstances or an emergency condition, the employee shall have the right of appeal to the Director of Personnel for determination of appropriate leave status. No personal leave shall be available to any employee during any work stoppage or strike by any group of employees against the District.
2. At the end of each school year, employees may trade unused days for the current substitute rate and/or roll over two (2) unused days to the following year and accumulate a maximum of four (4). The District shall notify employees of their unused leave balances in June of each year and present a form for employees to make this selection by July 1.

Section D: Professional Leave

1. The Employer recognizes the rapidly expanding demands placed upon employees and the need, therefore, for continuous upgrading of training in order to provide the most effective instruction and services to students. Accordingly, within limitations of the budget, the Employer will provide released time and financial reimbursement for employees' attendance at conventions, institutes, workshops and other meetings designed to accomplish the foregoing purposes. Professional leave shall be granted for:

- a. Training, as defined in this Section, is any activity that would improve employee skills in order to provide more effective instruction and services to students.
- b. Absences from primary assignments to conduct supplemental assignments.
- c. Absences from local assignment to participate in activities which coordinate statewide, ESD-wide, county-wide, or District-wide programs. This would include District delegates/representatives to the Washington State School Directors Association, Washington Association of School Administrators, the Washington Education Association or other similar organizational meetings or conferences.

2. Administration of Professional Leave

The Superintendent or his/her designee(s) shall administer all professional leave.

3. Travel Expenses

All employees who travel in their personal vehicle on school business will be reimbursed at the current IRS reimbursement rate.

The administrator's approval for such District travel will be included on the employee's reimbursement claim form.

The District agrees that the District's automobile insurance coverage shall extend to employee's automobile(s) while used in approved District travel as defined in this Section of the Agreement, provided that the employee maintains at least the minimum automobile liability insurance required by law.

Advancement of funds may be granted for overnight trips outside the local area approved by the Board of Directors and/or the Superintendent. Application forms for Request for Travel Funds may be obtained from the Office of Finance and Operations. Special rules and regulations are set forth on the application forms.

Section E: Sick Leave

1. During each year of employment, an employee shall be granted twelve (12) days of sick leave in advance. Absences on sick leave shall be without loss of pay. Sick leave shall be cumulative. Employee(s) hired after the first day of September shall be granted sick leave at the rate of one (1) day per calendar month from date of hire through August 31, in advance.

2. Employee, as used in this sick leave Section, means a full time equivalent employee (1.0 FTE). Part-time employees shall receive sick leave benefits prorated to their FTE status
3. The following provisions shall govern the granting of sick leave:
 - a. Illness in excess of five (5) consecutive days must be verified by a written statement of physician filed with the Personnel Office.
4. Upon employee request, the Employer shall credit accumulated sick leave for credit with the Washington State Teachers' Retirement System.
5. The Employer shall provide sick leave "cash-out" benefits by Board policy.
6. Up to three (3) days of leave under this section may be used for emergency purposes. Situations for which emergency leave are used must be an emergency, and an emergency situation of an unforeseen nature, suddenly precipitated and necessitating the employee's absence during the work day and must be of such a nature that preplanning and rescheduling could not eliminated the need for such leave during the employee's work day. The Employer will comply with the Family Leave Act.
7. The Employer may request a doctor's verification of an employee's ability to work at any time a pattern of conduct or condition indicates the need for such medical assessment. If a specific medical professional is chosen by the Employer, the cost of such assessment shall be paid by the Employer.
8. Any certificated employee may transfer accrued sick leave above 176 hours to another employee who has been approved to receive donated sick leave. Such leave sharing shall be transferred and valued on a day-for-day basis. This leave shall be provided pursuant to and consistent with State law.

Section F: Special Leave

Leave with pay not to exceed five (5) days will be granted for absences due to death or serious health condition of a spouse, parent, child, sibling, parent-in-law, sibling-in-law, uncle, aunt, niece, nephew, grandparent, grandchild and/or person who was a permanent member of the household at the time of their death. This leave is not accumulative. In the event an employee has exhausted these five (5) days, and a second family member were to die in the same school year, the employee may use up to five (5) days sick leave for the second death. "Serious health condition" shall be interpreted in a manner consistent with the federal Family and Medical Leave Act.

Section G: Disability Leave Including Maternity Leave

An employee requesting disability leave shall give written notice to the Employer at least thirty (30) calendar days prior to commencement of said leave, if possible. The written request for disability leave should include a statement as to the expected date of return to employment, and advance notice of the actual date of return to employment shall be given as soon thereafter as possible. Sick leave shall be granted pursuant to Article V, Section E. In the event sick leave is exhausted, then the employee shall, if requested in writing, be granted a leave of absence without pay for the period of disability, provided that such unpaid leave shall not continue beyond the duration of the current school year, unless specifically authorized in advance pursuant to Section H of this Article. If the employee returns to work prior to the end of the school year, the employee will return to the same assignment unless programmatic changes dictate otherwise.

Section H: Leave of Absence Without Pay

1. During the School Year

During the school year, absences other than those herein described, will not be allowed with pay. In the event an employee is absent for reasons other than those described herein, he/she shall have the Superintendent's approval in advance. For each day absent, a one-day salary deduction (total contract salary divided by total contract days) shall be made.

2. Application Procedures

- a. Upon request of an employee who will have completed three (3) years of satisfactory service by the conclusion of the current school year, the Board may approve a leave of absence for up to one (1) year. The best interests of the Employer shall be a principal criterion in the approval of such leave.
- b. Untimely application for leave of absence will be adequate reason for refusal, but application by February 1 for leave to begin the following September shall not be considered untimely.
- c. No sick leave benefits or salary increment will be earned during the leave of absence except as otherwise provided for herein this Agreement, but benefits previously earned shall not be reduced or forfeited.
- d. Notice of intent to return shall be given to the Superintendent, in writing, on or before March 1 of the leave year.
- e. The three (3) year requirement in Subsection 2.a, may be waived in the event of a necessity of a reduction in force or if in the judgment of the Board the causes are sufficient to grant such leave.

- f. An employee shall be granted one (1) request for leave of absence without pay pursuant to this section for up to one (1) year for purposes of child care, employment in a professionally related field, or to serve in Association or Association affiliated employment. Leaves of absence to serve in elected or appointed public office positions will be considered appropriate requests for Board consideration. Upon employee request, such leave may be granted for one (1) additional year. Any employee who has had such leave of absence shall be eligible for another leave of absence after having served an additional six (6) years for the Employer.
- g. An employee who contracts with another school district loses his contract status with the Bremerton School District. An exception will be made if the Board approves an employee's training program that included holding a position in another school district.

Section I: Association Leave

The purpose of RCW 41.59 is to prescribe certain rights and obligations of the educational employees of the school districts of the State of Washington and their public employers to promote the continued improvement of their employment relationship. In order to accomplish the purpose of RCW 41.59, the parties agree that:

1. Association leave must be approved jointly by the President of the Association and the Superintendent. The Superintendent shall notify immediate supervisors of such approved leave.
2. Association leave granted during any school year shall not exceed a maximum of seven (7) working days. Such leave shall be granted for not less than one-half (1/2) day, and in the event that a half-day substitute is not available, a full day's association leave must be taken.
3. The Association will reimburse the Employer for payment of substitute salary costs for employees granted Association leave. The District will bill the Association for such reimbursement.
4. Employees representing the Association shall be able to utilize Association leave for the purpose of improving the employment relationship between the parties.
5. Association leave in addition to the above may be granted with reimbursement from the Association for the replacement employee. The parties shall attempt to prevent impact on the classroom program continuity in considering such leave.