



**RCS/RCSTA  
LEAVES OF ABSENCE  
August 31, 2022**

**1. Definitions**

- 1.1. Immediate family shall mean:
- 1.1.1. a spouse or registered domestic partner
  - 1.1.2. the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency status
  - 1.1.3. an employee's or an employee's spouse/registered domestic partner's biological, adoptive, or foster parent, stepparent, or legal guardian or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child
  - 1.1.4. a grandparent
  - 1.1.5. a grandchild
  - 1.1.6. a sibling
  - 1.1.7. the employee's spouse's/registered domestic partner's children, parents, grandparents, grandchildren, or siblings
  - 1.1.8. any relative living in the immediate household of the employee.
  - 1.1.9. a non-registered domestic partner designated by the unit member. A non-registered domestic partnership has the following criteria
    - 1.1.9.1. The partners have a committed relationship which has existed for at least one year; and
    - 1.1.9.2. both partners reside at the same address; and
    - 1.1.9.3. the unit member certifies to RCS that this information is true and correct at the time that the unit member requests leave

**2. Sick Leave**

- 2.1. Unless required otherwise by local ordinance, the following applies regarding unit member sick leave.
- 2.2. All full-time unit members will be provided with ten (10) paid sick leave days per school year.
- 2.3. Sick days shall be provided at the beginning of the school year, and pro-rated for employees who are hired mid-year.
- 2.4. Part-time unit members shall be provided paid sick leave prorated based on their FTE status.
- 2.5. Unit members may utilize sick leave in one (1) hour increments.
- 2.6. Sick leave may be used by the unit member for illness, injury, or quarantine of the unit member or the unit member's immediate family, or to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.



- 4.5. Requests for an unpaid leave of absence or any extension of a leave shall be submitted in writing to RCS thirty (30) days in advance or as soon as practicable prior to commencement of the leave period. RCS will make the final decision concerning the request.
  - 4.6. All unit members on approved leave are expected to report any change of status in their need for leave or their intention to return to work to the Superintendent as soon as a unit member becomes aware of the need.
  - 4.7. Upon return, RCS shall endeavor to return the unit member to the same position or a comparable position, unless they would not otherwise have been employed in the same position at the time reinstatement is requested.
  - 4.8. If a unit member fails to return to work after an approved leave of absence, including any extension of the leave time, the unit member will be considered to have voluntarily terminated employment with RCS.
- 5. Pregnancy Disability, Family Medical and California Family Rights Act Leaves**
- 5.1. RCS shall provide Pregnancy Disability Leave, Family and Medical Leave Act and California Family Rights Act leave (including child bonding leave) to unit members consistent with applicable law.
  - 5.2. During that period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and/or recovery there from, such full-time unit member shall be granted up to ten (10) work days of fully Paid Pregnancy Disability leave, prorated for less than full-time unit members, consistent with the following.
  - 5.3. To be eligible for this Paid Pregnancy Disability Leave, the unit member is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.
  - 5.4. After exhausting sick leave, unit members will receive a supplement to their State Disability Insurance, or Paid Family Leave benefits, whichever is relevant to the employee's particular situation, that will bring their pay to 100% of their normal pay prior to leave for pregnancy disability or baby-bonding. The maximum period of the supplement will be provided is six (6) weeks and will begin after the State required seven (7) day waiting period, as applicable. It is the employee's responsibility to apply for wage supplements under the State programs available and to coordinate with RCS Human Resources.
  - 5.5. A unit member who is a natural, adopting, or foster parent may be granted an unpaid leave for child rearing which shall not exceed one (1) calendar year. Requests for such leave shall be made to the Human Resources Department at least eight (8) weeks prior to the anticipated date on which the leave is to commence.
  - 5.6. Family and Medical Leave: An eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. Entitlement to leave for the birth or



- 2.7. Pre-scheduled use of sick leave shall be requested at least three (3) workdays in advance via phone or email when possible.
    - 2.7.1. In cases when advance notice is impracticable, unit members are expected to notify their direct supervisor via phone or email or post their absence to the online sub system once such a system becomes available, prior to the start of each workday to report an absence due to illness or injury.
  - 2.8. Unused sick leave carries over from year to year. In addition, unit members shall be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications with another public school district or charter.
  - 2.9. Any sick leave accumulated but unused, if applicable, shall be transferred to a public school employer upon separation from employment.
  - 2.10. Upon retirement, the unit member's accrued sick leave, if any, may be applied toward service credit in accordance with the State Teachers' Retirement System ("STRS") regulations.
  - 2.11. Unit members shall not be compensated by RCS for unused sick leave upon separation from employment.
  - 2.12. For absences of more than three (3) consecutive workdays, RCS may require a physician's verification and/or a physician's statement testifying the unit member's fitness to return to duty.
- 3. Personal Necessity Leave (PNL)**
- 3.1. Full-time unit members may use up to forty-eight (48) hours of accrued sick leave in cases of personal necessity per year. Part-time unit members may use up to half of their annual accrued sick leave in cases of personal necessity.
  - 3.2. Unit members must request PNL at least three (3) days in advance unless an emergency/unforeseen situation occurs. Approval shall be at the discretion of RCS.
  - 3.3. PNL may be used in one (1) hour increments.
  - 3.4. PNL is not vacation, does not carry over from year to year, and is not paid out upon separation from employment. Any unused PNL shall be accounted as sick leave at the end of the year.
- 4. Unpaid Leave of Absence**
- 4.1. At the discretion of RCS, unit members may be granted an unpaid leave of absence of up to one (1) year. The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.
  - 4.2. The leave may be extended at the discretion of RCS.
  - 4.3. No sick leave is accrued during any type of unpaid leave of absence.
  - 4.4. If the unit member is covered for medical and dental coverage benefits, such benefits will remain in force during an unpaid leave only provided the unit member assumes RCS's total cost of the premiums.



placement of a child for adoption or foster care expires 12 months after the birth or placement.

- 5.7. Any such leave shall not constitute a break in service when the unit member returns from leave.
- 5.8. Upon return, a unit member is entitled to the same position unless they would not otherwise have been employed in the same position at the time reinstatement is requested. If the unit member is not reinstated to the same position, they must be reinstated to a comparable position.

#### **6. Industrial Illness/Workers' Compensation**

- 6.1. RCS shall provide industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier.
- 6.2. A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the School's insurance carrier to assist in determining the qualification and the length of time during which the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

#### **7. Bereavement Leave**

- 7.1. Unit members are entitled to three (3) days of paid bereavement leave in the event of a death in their immediate family, unless travel of more than 200 miles is required; in such case the length of leave shall be for five (5) days. Such days need not be taken in consecutive order.

#### **8. Jury Duty and Witness Leave**

- 8.1. Unit members, while serving jury duty, or testifying as a witness on behalf of RCS, shall receive full pay during such duty provided the unit member performs any assigned and necessary job duties during their leave, which shall not include any direct instructional responsibilities or required meetings (e.g., preparing substitute lesson plans, responding to parent messages, etc.). If job duties are not performed, unit members shall receive five (5) days of paid leave.
- 8.2. Unit members must submit to RCS a copy of the summons within two (2) days following receipt. In addition, the unit member must also submit proof of service with the period of jury duty or witness duty when completed.

#### **9. Voting Time Off**

- 9.1. In the instance where a unit member does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the unit member may take off enough working time to vote.
- 9.2. Such voting time off shall be taken at the beginning or the end of the regular working shift.
- 9.3. A unit member will be allowed a maximum of two (2) hours of time off during an election day without a loss of pay.

#### **10. Military and Military Spousal Leave of Absence**



- 10.1. RCS shall comply with all applicable military service leave laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).

## 11. Other Statutory Leaves of Absence

- 11.1. RCS shall comply with applicable law with respect to any statutory leaves of absence not mentioned herein.

## 12. Catastrophic Leave

- 12.1. Catastrophic injury or illness is defined as a life-threatening injury or illness of a unit member, or immediate family member, which incapacitates the unit member as verified by a licensed physician and forces the unit member to exhaust all leave time earned by that unit member, resulting in the loss of compensation for the unit member. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods may be considered catastrophic. However, common conditions such as back pain, a broken limb, or influenza shall not be considered catastrophic. RCS shall create a catastrophic leave program as follows:

- 12.1.1. All unit members on active duty with RCS are eligible to contribute to the Catastrophic Leave Bank ("Bank"). Participation is voluntary but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 12.1.2. Unit members may donate one (1) sick leave day per fiscal year. Initial contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. RCS shall supply enrollment forms for the Bank to all new unit members and those unit members returning from leave.
- 12.1.3. Unit members who elect not to join the Bank upon first becoming eligible must wait for the next designated open enrollment period of the Bank. This period occurs from July 1 to October 1 of each year.
- 12.1.4. Unit members may choose to donate additional sick leave days to the Bank; however, each unit member must retain at least eight (8) sick leave days for their own account.
- 12.1.5. A unit member must first exhaust all accrued sick leave before becoming eligible for credits under this program.
- 12.1.6. The Bank shall be administered by a joint committee comprised of two (2) members appointed by RCSTA and two (2) admin designees appointed by RCS. This committee shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury and anticipated length of absence. All information provided by the unit member requesting leave shall be held in strict confidence



by the committee and shall be isolated from other employment records as required by applicable law.

12.1.7. Catastrophic leave requests must be submitted in writing to the Catastrophic Leave Bank Committee.

12.1.8. Withdrawals from the Bank shall be granted in units of no more than thirty (30) duty days. Unit members may submit requests for extensions of withdrawals as prior grants expire, but a unit member's withdrawal from the Bank may not exceed sixty (60) days per fiscal year.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

[Signature]  
RCS Representative

M. Gomes  
RCSTA Representative

Date: 10/12/22

Date: 9.27.22