

## ARTICLE 26 - LEAVES OF ABSENCE

29 The Employer shall grant leaves to employees in accordance with state and federal laws and regulations  
30 and the provisions of this article.

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### **Section A Sick Leave**

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1. Sick Leave with pay will be granted to an employee if the employee presents a personal affidavit or a certificate of a reputable physician stating that the employee or a member of the employee's "immediate family" was ill on the day or days absent and providing the employee has not exhausted current or accumulated sick leave credit.

2. All employees shall be credited with ten (10) days sick leave per school year.

3. Sick leave will be credited on the initial day of employment and shall accumulate without limitation. All sick leave granted under this section shall be in units of full days.

4. Employees may not engage in any gainful employment while on sick leave.

5. If any employee uses all accumulated sick leave and is still unable to return to assigned duties, the employee shall apply for and be placed on unpaid medical leave of absence in accordance with Section B 2 of this article. An employee need not exhaust all sick leave credit in order to exercise the option of requesting to be placed on unpaid medical leave of absence.

"Immediate Family" means the employee's spouse, child(ren), including step-child(ren), parent(s), and spouse's parent(s) without reference to the location of residence of said relative.

6. All provisions herein shall apply to pregnancy related matters.

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7. A sick leave bank shall be established into which employees may voluntarily contribute one (1) day from their accumulated sick leave. Only voluntary contributors shall qualify for use of leave in the bank according to standards consistent with those applying to use of regular sick leave. A three (3) person committee composed of employees selected by the Association shall be responsible for approving use of sick leave in the bank by employees who have exhausted their leave. The parties further agree that bargaining unit members shall not be permitted to contribute sick leave days to any employee of another bargaining unit.

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### **Section B Medical Leave**

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1. A medical leave of absence shall be granted for a period of two (2) consecutive school years and, upon subsequent request, may be renewed for two (2) additional years. The written request shall be made to Personnel Services.

2. Whenever any employee has been advised by a physician or otherwise knows of an interruption of assigned duties due to anticipated medical reasons and which may reasonably be expected to last thirty (30) or more days, the employee shall notify Personnel Services and upon request be granted a medical leave of absence according to Section A 5 of this article. Such notice shall be given in writing and accompanied by a physician's statement setting out the anticipated date of commencement of interruption of duties and whether the employee is to retain the same assignment.

3. The employee shall notify the Employer as soon as possible of any change in the return date. Said notice shall be accompanied by the written permission of the physician.

4. The Employer will keep the employee's assignment available upon resumption of assigned duties

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provided:

- a. such assignment has not been eliminated during the employee's absence for any valid reason
- b. the employee's planned absence does not exceed ninety (90) days

5. Employees who qualify for and are awarded workers compensation payments shall be placed on medical leave with unused sick leave coordinated with the workers compensation payments so as to sustain the level at a total of 100% regular wages.

The Employer shall save the Association harmless against any legal claims related to the implementation of this section.

### **Section C Emergency Leave**

For the purpose of this section "emergency" shall mean a sudden unexpected happening; an unforeseen occasion or condition; a sudden or unexpected occasion for action.

1. Legitimate reasons for granting emergency leave with pay shall include:

- a. death or funeral of relative by blood or marriage (specify relationship)
- b. emergency situations resulting from natural disasters; i.e., tornado, flood (specify exact reason)
- c. such other reasons of emergency or extraordinary nature as approved by the Superintendent's designee. (Letter of explanation required.)

2. All employees shall be credited with two (2) days of emergency leave per year. Emergency leave will be credited on the initial day of employment and will not accumulate from year to year. All emergency leave granted under this section will be granted in units of full days.

### **Section D Personal Leave**

1. All employees shall be credited with three (3) days of personal leave per year. The use of these days shall be at the employee's discretion. Unused personal leave shall accumulate as sick leave.

2. Personal leave will be granted upon request to employees who give prior notice to the principal or immediate supervisor by noon of the preceding day.

3. Personal leave days will not be granted for the last five (5) days of the school term.

4. The principal or immediate supervisor may deny personal leave if the total requests exceed 10% of the teaching staff for any one day.

### **Section E Adoption/Child Rearing Leave**

1. An employee presenting the required evidence shall upon request to Personnel Services be granted an unpaid leave of absence necessary to meet child adoption requirements and for the purpose of rearing the pre-school child(ren).

2. The Employer will keep the employee's assignment available upon resumption of assigned duties provided:

- 32 a. such assignment has not been eliminated during the employee's absence for any valid reason  
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34 b. the employee has requested such leave at least four (4) weeks prior to the anticipated date on  
35 which the leave is to commence  
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37 c. the employee's planned absence does not exceed ninety (90) days  
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39 3. A single adoption/child rearing leave shall be granted for a period of no less than thirty (30) days  
40 and no more than two (2) consecutive work years or major portions thereof upon written request  
41 by the employee to Personnel Services.  
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#### 43 **Section F Instructional Improvement Leave**

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45 1. The Employer shall budget and establish a bank of four hundred (400) instructional improvement  
46 leave days.  
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48 2. Bargaining unit members wishing to use paid instructional improvement leave shall make  
49 application on the appropriate form which shall be mutually agreed upon by the parties.  
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51 3. All bargaining unit members application for said leave shall be reviewed for approval or denial by  
52 the Instructional Improvement Leave Committee.  
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4. The Instructional Improvement Leave Committee shall be composed of three (1 3) bargaining unit  
2 members appointed by JCTA and three (3) administrators appointed by the Superintendent.  
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#### 4 **Section G Professional Leave**

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6 A leave of absence of up to two (2) years shall be granted to any employee upon application for  
7 educational or professional purposes. Upon return if the employee submits evidence in accordance with  
8 established procedures that this leave was used for the stated purpose for which it was granted, the  
9 employee shall be placed on the salary schedule at the level which would have been achieved had the  
10 employee remained actively employed in the system during the period of absence, provided however  
11 that time spent on said leave will not count toward the fulfillment of the time requirements for acquiring a  
12 continuing contract.  
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#### 14 **Section H Military Leave**

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16 Any employee who enters active duty shall be granted an unpaid leave for a period not to exceed the  
17 initial period of service. Any employee on military leave and within ninety (90) days after the employee's  
18 separation from military service shall upon written application be restored to a position in the  
19 employment of the Employer, provided the employee shall furnish proof of discharge or separation from  
20 service under honorable conditions and be found by a physician selected by the Employer to be in a  
21 satisfactory state of health for the performance of teaching duties. Upon return the employee shall be  
22 placed on the salary schedule at the level which would have been achieved had the employee remained  
23 actively employed in the system during the period of absence.  
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#### 25 **Section I Political Activity Leave**

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27 An unpaid leave of absence shall be granted to any employee upon application for the purpose of  
28 campaigning for or serving in public office once the employee becomes a bona fide candidate for such  
29 office. The employee's assignment will be kept available for resumption of teaching duties provided the  
30 employee's planned absence does not exceed ninety (90) days.  
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#### 32 **Section J Jury Duty Leave**

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34 Any employee who serves on a jury in any duly constituted local, state or federal court shall be granted

35 leave with full compensation less any compensation received as jury pay, for the period of actual jury  
36 service, which leave shall be in addition to all other leave to which the employee may be entitled.

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38 Employees claiming compensation for jury duty shall comply with the following procedures:

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40 1. A copy of the jury duty subpoena must be provided to the school principal or immediate superior  
41 prior to the first day involving jury duty service.

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43 2. If assigned to jury duty, the Verification of Jury Duty form (available from the payroll department)  
44 must be completed each pay period and forwarded with the Payroll Exception card which the  
45 school submits to the Payroll Office.

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47 3. A personal check (payable to the Treasurer, Jefferson County Board of Education) for the  
48 amount of compensation received for jury duty service only and excluding the travel expense  
49 shall be delivered to the principal or immediate supervisor for transmittal to the Payroll Office.

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#### 51 **Section K Association President Leave**

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53 The Employer shall upon request grant a full-time leave to the President of the Association for the school  
year(s) for which the President is elected, without the loss of salary, step increment, or Employer paid  
fringe benefits.

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4 Following the leave the employee will be returned to the assignment held prior to leave. In the event the

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7 The duly elected President of the Association will be assigned by the District to the Association for the  
8 duration of his/her 187-day contract. During this time he/she will work on areas/issues of mutual  
9 concern related to the welfare of the students of Jefferson County Public Schools as determined by the  
10 Association. For this 187-day period, he/she shall be considered in an active duty status and shall  
11 receive compensation and benefits in accordance with the labor agreement.

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#### 13 **Section L Association Leave**

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15 The Employer shall grant the Association an annual maximum of one hundred seventy-five (175) leave  
16 days. The Association shall request use of the days as needed at least ten (10) days in advance, except  
17 for extenuating circumstances, for attendance at regional, state or national meetings for the conduct of  
18 necessary Association business. The allocation of such paid Association leave days shall be  
19 determined by the Association except that no employee shall use more than eight (8) days per school  
20 year. The Association may authorize a maximum of five (5) employees to be exempt from the eight (8)  
21 day per year limitation. When an employee who is exempt from the eight (8) day limitation uses  
22 Association leave, the Parties shall meet and plan how to minimize any adverse effect resulting from the  
23 employee's absence. This may include the use of substitute personnel serving as an assistant for which  
24 the cost shall be reimbursed to the Employer by the Association. The Association will reimburse the  
25 Employer for the cost of any substitute employee for these leave days.

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#### 27 **Section M Resumption of Benefits Following Leave**

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29 When the employee resumes service in the district following leave any unused accumulated sick leave  
30 will be restored. Any employee granted a leave which affects the continuation of benefits provided by  
31 the Employer shall assume responsibility for making arrangements for continuation of said benefits  
32 during the term of said leave. The Employer will provide assistance and information with the ultimate  
33 responsibility for all notices remaining with the employee.

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#### 35 **Section N Length of Consecutive Leaves of Absence**

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37 The Employer may deny Adoption/Child Rearing Leave, or Professional Leave when the granting of

38 such leave would result in absence from duty for a period longer than two (2) consecutive school years  
39 without at least one-half (1/2) intervening year of active service as an employee. Time while an  
40 employee is on unpaid Professional Leave serving as a released full-time salaried officer of the  
41 Association or the Kentucky Education Association or the National Education Association shall not apply  
42 under this section.

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44 **Section O Court Appearance Leave**

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46 Any employee who is summoned to a local, state, or federal court for reasons directly connected with  
47 the employee's employment shall be granted paid leave after properly presenting the approved form  
48 certifying the court appearance. This section shall not apply when the employee is a plaintiff or witness  
49 against the Employer or its agents, or when the employee is a plaintiff in cases without Employer  
50 sanction.

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52 **Section P Notarizing Leave Affidavits**

The principal will make arrangements for notarizing without charge the personal affidavits 1 of employees  
for leave where required.

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**Section Q "Substitute Status"**

An employee who qualifies for professional leave or child rearing leave may instead choose to go to  
"substitute status". In this status an employee may serve as a substitute teacher assigned through the  
Substitute Teacher Center office. An employee in this status has the same rights and benefits, including  
representation, of a substitute teacher. If an employee wishes to return to employee status, the  
employee has the same rights to return to service as an employee on the above referenced leave of  
absence.