

# Employee Leave

## BEREAVEMENT

A contracted employee may be absent up to the amount of sick leave allotted and unused that school year as a result of death in the employee's immediate family. Additional leave may be granted in extreme cases through the District's Sick Leave Bank. For purposes of the policy, "immediate family" is defined as set forth in the District's policy governing sick leave.

## SICK LEAVE

Contract employees of the District may have sick leave for a maximum of ten (10) days per school year. Sick leave is accumulated with no ceiling. At retirement employees may receive payment of \$40.00 each day of unused sick leave up to a maximum of 120 days and \$20.00 for each day of unused sick leave beyond 120 days.

Sick leave may be used only in connection with:

1. Illness or injury of the employee;
2. Illness or injury of a member of employee's immediate family; and
3. Family emergency.

## USE OF SICK LEAVE

Personnel shall be charged sick leave even if a substitute is not employed.

For an illness of a member of the employee's immediate family for which the employee requests leave of more than three (3) consecutive workdays, a certification of the family member's illness shall be required from a licensed health care provider. Persons whose religious beliefs do not permit consulting of licensed health care providers may have their illness attested to by a health care practitioner recognized by the religion.

## PREGNANCY-RELATED CONDITIONS

For purposes of the sick leave policy, "injury or illness" includes conditions related to pregnancy and childbirth.

Utah Code Ann. 34-35-6(1)(a)(i)

## "IMMEDIATE FAMILY" DEFINED

The term "immediate family" includes the following:

1. Wife.
2. Husband.
3. Son, son-in-law, stepson.
4. Daughter, daughter-in-law, stepdaughter.
5. Father, father-in-law, stepfather.
6. Mother, mother-in-law, stepmother.
7. Brother, brother-in-law, stepbrother.
8. Sister, sister-in-law, stepsister.
9. Grandparents, spouse's grandparents, step-grandparents.
10. Grandchildren, spouse's grandchildren, step-grandchildren.

11. Any person who is residing in the covered employee's household at the time of illness or death.

#### "FAMILY EMERGENCY" DEFINED

The term "family emergency" shall be limited to natural disasters or other emergency situations involving the covered employee or a member of the employee's immediate family. Whether an occasion constitutes a "family emergency" under this policy shall be determined by the Superintendent or Building Administrator in their sole discretion.

In no instance may sick leave under this program be approved for more days than have been accumulated in prior years, plus those that shall be earned during the employment period in the current school year.

#### ACCUMULATION

Part time personnel accumulate sick leave according to the number of hours worked per day.

#### RECORDING

Certificated employees accumulation is computed in sevenths, Classified employees in eighths.

#### RECUPERATIVE LEAVE

In addition to all days of leave provided, a teacher or other professional employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave reasonably necessary to recuperate from all physical injuries sustained as a result of the assault, but not to extend more than two years beyond the date of the assault. Days of leave taken under this provision shall not be deducted from accrued sick leave.

#### DIFFERENCE BETWEEN SICK LEAVE AND TEMPORARY DISABILITY

An employee's entitlement to sick leave is unaffected by any concurrent eligibility for a leave of absence for temporary disability.

#### TEMPORARY DISABILITY

The Board may grant to a teacher or other professional full-time employee a leave of absence for temporary disability if, in the Board's judgment, the employee's condition interferes substantially with the performance of regular duties. The Board shall not terminate the employment of the employee during an approved leave of absence for temporary disability. For purposes of this provision, temporary disability includes pregnancy.

An employee desiring a leave of absence for a temporary disability shall submit to the Superintendent a written request. The request must be accompanied by a physician's statement confirming the employee's inability to work, the date upon which the employee has requested that the leave begin, and the probably date of the employee's return.

The Board may place an employee on leave of absence for temporary disability if, in its judgment and in consultation with a physician who has performed a thorough medical examination of the employee, the employee's condition substantially interferes with the performance of regular duties. The employee shall have the right to present evidence to the Board of fitness to continue in the performance of regular duties.

The employee shall notify the Superintendent of a desire to return to active duty at least 30 days before the expected date of return. The notice must include a physician's statement indicating the employee's physical fitness to return to regular duties.

The employee returning to active duty after a leave of absence for temporary disability shall be entitled to a comparable position subject to the availability of an appropriate position. In any event, the employee shall be placed on active duty no later than the beginning of the next term.

The Superintendent shall grant the length of leave of absence for temporary disability required by the employee. The maximum length for a leave of absence for temporary disability shall not exceed 180 calendar days. The Board shall consider requests for extensions on a case-by-case basis in light of the needs of the educational program of the District.

#### MILITARY LEAVE

Any member of a reserve component of the armed forces of the United States, other than a temporary or probation employee, who pursuant to military orders enters federal or state active duty, active duty for training or inactive duty training, shall, upon written request, be granted a leave of absence from employment for a period not to exceed five (5) years.

Upon satisfactory release from the duty, training, or hospitalization resulting there-from, the employee shall be permitted to return to the prior employment with the same seniority, status and pay as the employee would have had if he or she had not been absent on military leave.

Utah Code Ann. 39-1-36

#### DEVELOPMENTAL LEAVES OF ABSENCE

The Board, in its discretion, may grant a developmental leave of absence for study, research travel, or other suitable purpose to a certificated employee who has been employed in the District for at least five consecutive school years. An employee shall not be compensated by or receive benefits from the District while on approved developmental leave.

#### WORKER'S COMPENSATION

Sick leave benefits provided an employee shall not be offset against benefits paid under the Worker's Compensation Law.

#### NON-PAID ABSENCES (UNPAID LEAVE)

Unpaid leave may only be granted in an extenuating circumstance and can only be approved by the board of education. Unpaid leave may be grounds for termination and viewed as a breach of contract between the board of education and the employee.

**RELIGIOUS OBSERVANCES**

The District shall reasonably accommodate an employee's request to be absent from duty in order to participate in religious observances and practices, so long as it does not cause undue hardship on the conduct of District business. Such absence shall be without pay unless applicable paid leave is available.

**COMPLIANCE WITH SUBPOENA**

The District shall not discharge, discipline, or otherwise discriminate against an employee solely because the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. Such absence shall be without pay unless applicable paid leave is available.

Utah Code Ann. 78-7-5(6)

Utah Code Ann. 78-46-15

**JURY DUTY/WITNESS**

Any employee of the District who is notified that he or she must perform jury duty or is called to be a witness at trial shall immediately notify the Principal of the school in which they are assigned or, if not assigned to a school, the immediate supervisor. The employee shall furnish a copy of the subpoena or notification from the court.

**PAY**

All District employees shall be paid the difference between the employee's regular salary and the amount the employee is paid as a witness or juror.

**LITIGATION**

This policy does not apply to an employee who is a party to litigation.