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4 **Article 9 (Formerly Articles 9 & 10)**  
5 **General Leave Provision**  
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7 **I. Personal Leave**  
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9 A. Up to four (4) days of accrued Sick Leave may be used each year for personal, legal,  
10 religious, business, household or family matters which require absences during school  
11 hours. The applicant for such leave will not be required to state the reason for taking  
12 such leave other than that s/he is taking it under this Section of this Article of the  
13 Agreement. When personal leave is to be taken, notice to the employee's principal, or  
14 other immediate supervisor, will be given at least twenty-four hours in advance, except  
15 in cases of emergency. Employees requiring a substitute will contact the substitute  
16 system immediately. Written approval (including electronic) or through the substitute  
17 system must be obtained from the immediate supervisor for days before and after  
18 holidays.  
19

20 B. Personal Leave Preceding and Following a Scheduled Holiday: Approvals for  
21 Personal Leave may be limited to no more than 10% of the staff at a school site on the  
22 days preceding and following a scheduled district holiday, except in the case of an  
23 emergency. These approvals will be granted on a first come first serve basis and  
24 comply with Subsection I. A.  
25

26 **II. Professional Leave**  
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28 Leaves of absence without salary deduction may be approved by the Superintendent,  
29 or designee, upon recommendation of the employee's immediate supervisor for  
30 attendance at meetings and conferences, visiting other schools, or other purposes that  
31 are considered beneficial to the instructional program and School District. Requests for  
32 such leave require prior written or electronic approval by the immediate supervisor  
33 and the Superintendent or designee. Consideration will be given to employees for  
34 professional leave in order to meet the goals of their PDPs or to advance in licensure.  
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36 **III. Sick Leave**

37 Sick Leave benefits are designed to provide income continuation when an employee is  
38 temporarily too ill to report to work.  
39

40 A. Sick Leave requests must be made no later than 7:00 a.m. to the substitute  
41 system. All sick leave requests made after 7:00 a.m. must be called in to both  
42 the substitute system and the immediate supervisor's district cell phone or the  
43 school site's telephone. Supervisors are responsible for recording/  
44 documenting Sick Leave usage.  
45

46 In all cases when sick leave periods exceed five (5) consecutive workdays, the  
47 Superintendent or designee may require a licensed health care professional attesting to  
48 the fact that the employee is unable to return to work for health reasons or those  
49 referenced in III. F. Absences for more than five (5) consecutive days may require a  
50 licensed health care professional's note (release) before the employee is allowed to  
51 return to work. In the case of excessive absenteeism or a pattern of absences, the

1 supervisor may request a health care provider's note for absences of less than five (5)  
2 consecutive days. Misuse of Sick Leave is considered payroll fraud according to New  
3 Mexico state law.

4  
5 After thirty (30) days the District may require the employee to have an updated  
6 licensed health care professional's statement on their condition and continued  
7 treatment

8  
9 B. Each year employees shall accrue Sick Leave as follows:

11 Employment	12 Days/Year Allowed
13 Regular School Term (9 month)	10
14 Ten (10) Month	11
15 Eleven (11) Month	12
16 Twelve (12) Month	13

17  
18 Note: The days allotted above include four (4) days of Personal Leave.

19  
20 At the beginning of the employment period or contract, each employee shall be  
21 credited with a total sick leave allowance provided by this Section, prorated as  
22 necessary for late hires. The unused portion of such allowance shall accumulate from  
23 year to year, with no maximum limit. Should employment terminate during the  
24 contract year, used but unearned Sick Leave allowances will be deducted from the  
25 employee's final pay.

26  
27 C. Sick Leave accrual applies only to a regular contract assignment. For example,  
28 summer school employment is not a part of a regular contract and is therefore not  
29 covered by the Sick Leave policy.

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31 D. All first year bargaining unit members shall be entitled to one (1) sick leave day in  
32 addition to the days provided in Section III (B) above. The additional day will be  
33 provided on the condition that all sick leave days have been used. The additional day  
34 may not be used for personal leave. Referenced employees must initiate the request for  
35 the additional day.

36  
37 E. Every effort shall be made to schedule medical and dental appointments during  
38 non-work hours. In those cases where this is unavoidable, Sick Leave may be used for  
39 such appointments.

40 F. Sick Leave Pertaining to Family Members:

41  
42 1. Dependent Family Members: Up to ten (10) days of the employee's accrued Sick  
43 Leave may be used during the illness or injury of the employee's spouse/partner, or  
44 her/his dependent child. Sick Leave may also be used, with the prior approval of the  
45 Superintendent or designee, for illness of other relatives, provided that the relative who  
46 is ill is living with the employee or is dependent upon the employee for her/his care.  
47 After ten (10) days of absences the employee will notify the supervisor and /or the  
48 Superintendent in writing if additional time is needed to care for any of the above  
49 relatives. Approval is required for additional use of Sick Leave to care for any relatives.

1 2. Non-Dependent Family Members: Up to a maximum of five (5) days within a  
2 school year period, of accrued Sick Leave may be used, with the prior approval of the  
3 Superintendent or designee by an employee for the care of seriously ill parents or  
4 children not living with or dependent upon the employee. Such requests shall be made  
5 in writing and are subject to the approval of the Superintendent or designee.

6  
7 G. Sick Leave benefits shall not be paid during any period for which an employee is  
8 eligible for Workers' Compensation payment as referenced in the Workers'  
9 Compensation Act. Employees may use Sick Leave during the required waiting period  
10 before Workers' Compensation benefits commence.

#### 11 12 **IV. Sick Leave Bank**

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14 A. The purpose of Sick Leave Bank is to assist employees, who receive Sick Leave  
15 benefits, with income continuation when they have exhausted all accumulated  
16 sick leave (and annual leave if applicable) and have suffered a catastrophic  
17 illness or injury that prevents the employee from working for an extended period  
18 of time, as certified by a physician.

19  
20 "Catastrophic" is understood to be a debilitating illness or injury that requires  
21 hospitalization or home confinement, as verified by a physician that results in the  
22 employee's inability to work.

23  
24 B. Employees may only join at the time of hire or during the annual open enrollment  
25 at the beginning of the school year. Participation is strictly voluntary. Once a  
26 member, membership continues with the amount of the original annual donation  
27 days elected until such time that the employee opts out. An employee may only  
28 opt out during the annual open enrollment. During open enrollment an  
29 employee may reduce or increase the number of donated days by completing the  
30 enrollment form. Once a day(s) are donated they may not be returned to the  
31 employee for use when sick leave is exhausted or to qualify for any payout of  
32 unused sick days. Contributions of days to the Sick Leave Bank are calculated on  
33 the basis of the regular work hours per day for the participating employee.

34 C. The Sick Leave Bank Committee oversees the program, reviews employee  
35 requests and provides the Superintendent or designee with recommendations.  
36 The Committee is comprised of two voting members from each of the District's  
37 unions, one medical person (nurse) and one Administration member.

38 D. Grants of sick days are made in installments of up to thirty (30) days at a time  
39 and generally no more than two such grants are made per year. Sick Bank days  
40 may be used intermittently if the condition warrants it. The Committee has full  
41 discretion with regard to the recommendations. In instances where the  
42 requesting employee has Long Term Disability (LTD) Insurance through the  
43 District benefit program, grants shall be initially limited to the fulfillment of the  
44 waiting period for such benefits. An employee may apply for additional  
45 grant(s) while waiting for LTD approval/denial. The Sick Leave Bank  
46 Committee will review the request and if approved will hold the request  
47 pending the LTD decision. As soon as the employee has the LTD decision  
48 he/she will notify the Sick Bank Leave Committee who in turn will take action  
49 on the pending decision.

50 E. Decisions by the Committee and Superintendent are not subject to the grievance  
51 process.

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**V. Sick Leave Savings Incentive**

**A. At Retirement**

For employees who retire and meet the New Mexico Educational Retirement Board (NMERB) eligibility rules for retirement, the District will pay out the percentage on the following chart of accumulated and unused sick leave at the time of retirement based on the rate of \$100.00 per day minus mandatory taxes.

**B. Employees Returning to Work after Retirement:**

Employees exercising the Return to Work Plan under the NMERB, are not eligible to receive a second payout upon retiring for a second time from the District; if a payout was not received at the time of retirement, employees who have been rehired by the District within three years of retirement, will be credited with fifty percent (50%) of sick leave accumulated prior to their departure from the District up to a maximum of ten (10) days.

If an employee is a late hire, during their hire year, days will be prorated in accordance with their date of employment.

1 C. At Resignation or Retirement

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 3 For employees who meet the requirements for retirement from the District after 25 or  
 4 more years of service and who choose to retire at the end of a school year beginning in  
 5 2006-2007, the District will make the following payments for accumulated, but unused  
 6 sick leave at the time of resignation or retirement. Payment is valued based upon \$100  
 7 per day for unused leave, and at a percentage of 50% for 2006-07 and 75% for 2007-08.  
 8 Employees must work the entire school year within the year they plan to retire to be  
 9 eligible for a payout. The payout amount will be included as part of the final payout of  
 10 monies due to an employee. Payment is only made for full days. Where the math  
 11 results in a partial day, the payment is rounded down to the nearest whole day.

12  
 13 **For example:** An employee retiring after 25 years of service with 60 days of unused sick leave at the end of the  
 14 2006-2007 school year is eligible to receive \$100 a day for up to 30 days (i.e. 50% of unused sick leave days) for a  
 15 total of \$3,000.00. An employee retiring after 25 years of service with 60 days of unused sick leave at the end of  
 16 the 2007-2008 school year will be eligible to receive \$100 a day for up to 45 days (i.e. 75% of unused sick leave  
 17 days) for a total of \$4,500.00. Beginning in 2008-09, an employee retiring after 25 years of service with 60 days  
 18 of unused sick leave would be eligible to receive \$100 per day for the full 60 days for a total of \$6,000.00.

2006-07		2007-08		Beginning 2008-09	
Years of Service Retirees Only	% of Sick Leave Value Paid Out at \$100.00 per day	Years of Service Retirees Only	% of Sick Leave Value Paid Out at \$100.00 per day	Years of Service Resignations and Retirees	% of Sick Leave Value Paid Out at \$100.00 per day
0-24	0	0-24	0	5	16%
25+	50%	25+	75%	6	17%
				7	18%
				8	19%
				9	20%
				10	30%
				11	31%
				12	32%
				13	33%
				14	34%
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				22	67%
				23	68%
				24	69%
				25	100%
				26	100%
				27	100%
				28	100%
				29	100%
				30	100%

19 \* If an employee with twenty (20) years of service retires, and their age plus their years  
 20 of experience equals 75, the employee is eligible for a 100% payout.

21  
 22 **C. Active Employees Electing a Partial Payout**

23 Active employees who request a payout, on the applicable form, of accumulated, but  
 24 unused sick leave, while still actively employed may do so upon the completion of any  
 25 full five year period commencing upon completion of the fifth (5<sup>th</sup>) year. The number of  
 26 days paid out will be subtracted from the total number of accumulated sick leave days.  
 27 Payment is made at \$100.00 per day. Payment is made after the completion of the  
 28 school year or following the end of the fiscal year, whichever applies to the employee.

1 Payment is only made for full days. Where the math results in a partial day, the  
2 payment is rounded down to the nearest whole day.  
3

Beginning 2007-08 Years of Service	% of Accumulated Days Eligible for a Pay Out at \$100.00 per Day
5	20%
10	30%
15	50%
20	75%
25	75%
30	75%

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6 **VI. Bereavement Leave**  
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8 In the event of the death of a member of the employee’s immediate family during the  
9 employee’s work year, the employee will be allowed leave with pay for up to three (3)  
10 workdays following the date of such death. For the purposes of this Article,  
11 “immediate family” is defined to include: spouse/partner, child(ren), grandchild(ren),  
12 parent(s), grandparent(s), brother(s),sister(s), current in-laws including: brother(s)-in-  
13 law, sister(s)-in-law, son(s)-in-law, daughter(s)-in-law, father-in-law, mother-in-law. If  
14 requested, two (2) additional days leave with pay may be granted when travel out of  
15 town greater than 300 miles is required. Additional days charged against an  
16 employee’s Sick Leave may be granted by the Superintendent in extenuating  
17 circumstances upon written request and approval in order to receive compensation.  
18

19 **VII. Funeral Leave**  
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21 Employees may be excused without loss of pay for up to four (4) hours to attend  
22 funeral services of friends and relatives (other than those defined as immediate family  
23 in the Section VI, above), provided there is no cost for a substitute. In the event a  
24 substitute is required, employees may charge the absence against their Personal Leave,  
25 or their Sick Leave accrual, in the event their Personal Leave is exhausted. In the event  
26 of the death of a Santa Fe Public School employee or student, the Superintendent or  
27 designee may grant funeral leave to employees to attend the funeral while ensuring  
28 appropriate coverage of classes is provided.  
29

30 **VIII. Jury Duty and Court Subpoena**  
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32 An employee receiving a Court summons for jury duty or a Court issued subpoena  
33 will be released from work in accordance with state and federal law. Employees  
34 ordered to jury duty will be released on paid time and shall remit any payment  
35 received from the Court for jury duty to the district, exclusive of meal and mileage  
36 reimbursements. Employees receiving a subpoena to testify will be released on leave  
37 without pay except in the case where said subpoena concerns matters related to District  
38 business. An employee must provide the principal, or immediate supervisor, with a  
39 copy of the jury duty order or court document immediately after receipt of such  
40 document.  
41

42 **IX. Public Service Leave**  
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1 Employees appointed or elected to other than full-time government offices, boards or  
2 commissions will be granted up to five (5) paid days per academic year for public  
3 service. Employees exceeding five (5) days per year for such service may use Personal  
4 Leave (up to four days) or utilize leave without pay.  
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6 **X. Military Leave**  
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8 Military Leave will be granted in accordance with state and federal law.  
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12 Tentative Agreement:            June 11, 2007            3:30PM  
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17 \_\_\_\_\_  
18 Bobbie J. Gutierrez, Lead Negotiator  
19 Santa Fe Public Schools  
20

21 \_\_\_\_\_  
22 Susan Turner, Co-Lead Negotiator  
23 NEA-SF

\_\_\_\_\_  
Grace Mayer, President & Co-Lead Negotiator  
NEA-SF