

## **ARTICLE XII: LEAVES**

- 12.1 **Bereavement Leave** - Employees shall be granted five (5) days leave with pay in the event of the death of a close friend or any member of the employee's immediate family. The immediate family is defined as spouse, parent(s), step parent(s), sister, brother, step brother, step sister, son, daughter, step children, mother-in-law, father-in-law, grandfather, grandmother, great-grandparents, great-grandchildren, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, domestic partner, a person for whom the employee has been designated as legal guardian, or any relative of either spouse living in the immediate household of the employee.
- 12.2 **Jury Duty** - An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the Bargaining Unit whose regular assigned shift commences at 4:00 p.m. or after, and who is required to serve, six (6) or more hours on jury duty shall be relieved from work with pay. As soon as possible or at least one week prior to jury service, the employee shall submit a copy of the summons to the supervisor. Upon completion of jury duty, the employee shall provide the College District Human Resources Office with an official verification of the dates and times of jury duty. Employees should report to work unless instructed to report for jury service. The employee shall submit compensation received for time served to Fiscal Services. If time and mileage are included in one check, Fiscal Services will give the employee a check for mileage. Any employee whose regular assigned duty is a non-traditional workweek, and is required to perform jury duty during that workweek, shall have their workweek adjusted so that the employee does not work or serve on jury duty more than five (5) combined days during that workweek. The specific workweek shall be mutually agreed upon by the employee and the supervisor.
- 12.3 **Military Leave** - An employee shall be entitled to military leave in accordance with the laws of the State of California.
- 12.4 **Sick Leave**
- 12.4.1 **Leave of Absence for Illness or Injury** - Sick leave means the absence from duty of a Bargaining Unit employee because of their illness, injury, or exposure to a contagious disease. Disability relating to pregnancy while a Bargaining Unit employee is in paid status at the time of the disability shall be considered sick leave.
- 12.4.2 Each Bargaining Unit employee shall be credited with one (1) day of sick leave per each month of employment prorated for less than full-time, or less than twelve (12) month contract service.
- Except in cases of extraordinary circumstances, all absences due to illness or injury shall be reported by calling the immediate supervisor each day prior to the employee's scheduled start time, unless medical verification is provided to the Human Resources Office stating the absence period.
- After five (5) consecutive days of absence, the College District will require illness verification in the form of a licensed physician's statement authorizing the absence from duty.

- 12.4.3 An employee employed less than five (5) days per week shall be entitled, for fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days they are employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury for which they are entitled.
- 12.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 12.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the College District shall not be eligible to take more than six (6) days of the proportionate amount to which they are entitled until the first day of the calendar month after completion of six (6) months of active service with the College District.
- 12.4.6 Any Bargaining Unit employee who terminates before the end of the fiscal year and has used unearned sick leave shall have the appropriate amount deducted from their paycheck for the number of unearned days used. Although the entire allowance for sick leave is allotted at the beginning of the fiscal year, it shall be construed as having been earned on the basis of one (1) day for each month served.
- 12.4.7 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 12.4.8 Any eligible employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor, if the employee is filing a request for retirement. The College District shall be held harmless.
- 12.4.9 **Transfer of Sick Leave** - Any Classified employee of any California school district who has been an employee of that district for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position with the Southwestern Community College District within one (1) year of termination of their former employment, shall have transferred their total amount of earned sick leave for illness or injury to which they are entitled.

12.5 **Industrial Accident and Illness Leave** - In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State, employees shall be entitled to the following benefits:

- 12.5.1 An employee suffering an injury or illness arising directly out of and in the course and scope of their employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.

- 12.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 12.5.4 Any time an employee on industrial accident or illness leave is able to return to work, they shall be reinstated in their position.
- 12.5.5 The College District has the right to have the employee examined by a physician designated by the College District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 12.5.6 All medical examinations required by the College District shall be at no cost to the employee.
- 12.5.7 All employees shall be provided a Notice of Election to be treated by personal physician form. New employees shall receive this form upon employment, as well as information regarding the College District's policies on sexual harassment and discrimination laws.

## 12.6 **Entitlement to Supplemental Sick Leave**

- 12.6.1 Any employee shall be eligible for five (5) months, defined as one hundred (100) workdays of supplemental sick leave after the exhaustion of their full-time accumulated sick leave.
- 12.6.1.1 Benefits provided during the one hundred (100) workdays will be at fifty percent (50%) of regular salary.
- 12.6.1.2 Even if an employee supplements sick leave with other accrued leave balances, the employee is only eligible for one hundred (100) workdays of supplemental sick leave per fiscal year.
- 12.6.1.3 The one hundred (100) workdays are credited on a fiscal year basis and are not cumulative from year to year.

## 12.7 **Break in Service**

- 12.7.1 No absence under any leave in which the employee is in paid status shall be considered as a break in service for the employee. All benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.8 **Personal Necessity Leave** – Nine (9) days of absence earned for sick leave under section 12.4 of this Article may be used by the employee, at their election, in cases of personal necessity, on the following:

- 12.8.1 The death or serious illness of a member of the employee's immediate family when bereavement leave is exhausted or does not apply.
- 12.8.2 As a result of an accident involving the employee's personal property or the personal property of their immediate family.
- 12.8.3 Personal matters that cannot be taken care of outside the Bargaining Unit member's working hours.
- 12.8.4 When resulting from an appearance in any court or before any administrative tribunal as a litigant party or witness, under subpoena or any order made with jurisdiction.
- 12.8.5 Other personal necessities which are allowed at the discretion of the Superintendent/President or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.
- 12.8.6 Before the utilization of personal necessity leave, an employee must make every effort to obtain prior written approval from the immediate supervisor. The employee shall make every effort to comply with College District procedures for notification in case of an absence.
- 12.8.7 Under all circumstances, an employee shall indicate in writing, by submitting a Request for Personal Necessity form, that the personal necessity leave was used only for the purposes set forth in 12.8 above.
- 12.8.8 No immediate supervisor shall coerce, intimidate or discriminate against an employee for utilizing their earned paid leave as provided for in this Agreement.

12.9 **Personal Business Leave**

- 12.9.1 Each employee shall be entitled to one (1) non-cumulative day of paid leave annually for the purpose of conducting personal business. Such leave may be taken at the employee's discretion and with the immediate supervisor's approval. Forty-eight (48) hours prior written notice to their immediate supervisor is required.
- 12.9.2 The College District retains the right to limit the number of employees granted personal business leave on any one day to two percent (2%) of the total number of Bargaining Unit employees. If more than two percent (2%) of the employees request personal business leave on the same day, the College District, in consultation with the employee and the CSEA Chapter President, shall designate the employees to be granted personal business leave.
- 12.9.3 Personal business leave shall be taken in increments of no less than two (2) hours.

## 12.10 **Personal Leave**

- 12.10.1 Personal leave without pay may be granted to Bargaining Unit employees who have exhausted all accrued leaves for a period not to exceed thirty (30) consecutive days within a twelve (12)-month rolling period and is subject to the approval of the employee's immediate administrator, area Vice President, and the Director of Human Resources. Salary deductions are made at the employee's hourly or daily rate of pay. Exceptions are subject to the approval of the Superintendent/ President or designee.
- 12.10.2 A Bargaining Unit employee who is granted personal leave shall be entitled to uninterrupted fringe benefits provided the leave does not exceed one (1) entire pay period.
- 12.10.3 When personal leave exceeds one (1) entire pay period, health and welfare benefits shall be extended according to federal (COBRA) and state (SB761) regulations and carrier contract specifications.

## 12.11 **Parental Leave for Baby Bonding/Child Care** - Pursuant to Education Code Section 88196.1, when a Bargaining Unit member takes leave for maternity or paternity under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), they may use up to 12 work weeks of 50% differential pay of their regular salary earned and available under the illness or injury leave provisions of this Agreement concurrently with the unpaid FMLA and/or CFRA leave entitlement. The twelve (12) work week differential pay shall be reduced by any period of illness or injury leave, including accumulated illness or injury leave taken during a period of parental leave pursuant to CFRA (Government Code Section 12945.2). The Bargaining Unit member is also entitled to use their vacation leave in taking baby-bonding/parental leave, if the Bargaining Unit member chooses to do so. Any sick leave and/or 50% differential pay leave shall run concurrently with the CFRA baby-bonding/parental leave and also with the leave provided for under Education Code Section 88196.1. For purposes of this section, "parental leave" means baby bonding or child care leave within the first twelve (12) months following the birth of the Unit Member's child or the placement of a child with the Unit Member in connection with the adoption or foster care of the child by the Unit Member, as provided in CFRA.

A Bargaining Unit member shall not be provided more than one twelve (12) week period per maternity or paternity leave. However, if a school year terminates before the twelve (12) week period is exhausted, the Bargaining Unit member may take the balance of the twelve (12) week period in the subsequent school year. Leave taken under this section shall be in addition to leave taken by a Bargaining Unit member due to her disability caused by pregnancy, child birth or related medical conditions.

A Bargaining Unit member must have been employed at least twelve (12) months to qualify for the benefits under this section. When both parents of the child are employed by the College District, they may each take twelve (12) work weeks of child bonding or child care leave. The Unit Member is entitled to take parental leave in intermittent periods within a twelve-month period; however, the College District must allow for periods within that are less than two (2) weeks on any two (2) occasions during the twelve (12) work week leave.

The College District shall continue to pay health and welfare benefits for twelve (12) weeks for any employee granted pregnancy leave.

12.12 **Family Leave** – Bargaining Unit Members who are eligible, pursuant to the Family and Medical Leave Act to receive Family Leave shall be granted up to twelve (12) weeks of unpaid leave per fiscal year for those reasons covered by the Family and Medical Leave Act. A Bargaining Unit Member granted Family Leave, for their own serious health condition, shall use their accrued sick leave, concurrently with the Family Leave, consistent with the Family and Medical Leave Act and federal and state law. Unit Members granted Family Leave, for any other Family Leave purposes, may elect to use accrued sick leave, vacation leave, or personal necessity leave or take unpaid leave, concurrently with Family Leave, consistent with and, so long as it is permissible by, the Family and Medical Leave Act and federal and state law (Appendix C). CSEA and the College District reserve the right to meet and negotiate over any remaining bargainable issues relating to Family Leave.