

ARTICLE 14
LEAVES OF ABSENCE: PAID

- 14.1 **Sick Leave - Definition**: Sick Leave is the authorized absence of a unit member because of personal injury, illness or quarantine.
- 14.2 **Earned Accumulation**: Full time employees shall earn leave at a pro-rata rate up to a maximum of eight (8) hours, for each month in paid service to a maximum of twelve (12) days per year. Unused sick leave may be accumulated without limit.
- 14.2.1 July 1 of each year, the full amount of sick leave granted under Section 14.1 shall be credited to each member of the bargaining unit. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the employee's work year. Note: An employee new to the district shall not be eligible to take more than six (6) days until after completion of six (6) months of active service with the district.
- 14.3 Pay for sick leave shall be the same pay that the unit employee would have received if he/she had regularly worked that day.
- 14.4 **Notification**: Unit employees will notify their supervisor or designee of their absence within one (1) hour of the beginning of their workday unless conditions make notification impossible.
- 14.5 Prior to payment, a licensed medical practitioner's written verification of the reason for absence due to illness or accident may be required of any employee who has used more than five (5) consecutive days of this sick leave or in any case if requested by the District.
- 14.5.1 When requested by the District, based on concern for the inability of an employee to perform his/her duties, an employee shall undergo an examination by a physician selected by the District Superintendent, in consultation with the employee and his/her doctor and at his/her request, the Union representative. The cost for such examination shall be borne by the District. The employee shall authorize the doctor to release the results of the examination to the District for placement in the employee's confidential personnel file.
- 14.6 **Extended Illness Leave**: When an employee has been absent due to illness or injury and has exhausted all available sick leave, and continues to be absent due to illness or injury, the employee may utilize extended illness leave for an additional period not to exceed five (5) months. Pursuant to Education Code section 88196, extended illness leave as defined in this section "shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation, or other available paid leave has been exhausted." During this five-month period, which shall commence to run on the employee's first day of absence and continue for one hundred (100) work days, excluding

holidays, the District shall subtract from the salary due to the employee the amount equal to the first step of the absent employee's range.

An employee shall not be provided more than one (1) five-month extended illness leave period per illness or injury. However, if an academic year terminates prior to the exhaustion of the five-month period, the unit member may take the balance of the five-month period in the subsequent school year for the same illness or injury.

14.7 An employee who has accumulated sick leave credit under Education Code Section 88191 or its successor, may request in writing the transfer of a report of such unused sick leave to a new District when:

14.7.1 The previous employment was for a period of one calendar year or more; and

14.7.2 The employment was terminated for reasons other than action initiated by the employer for cause; and

14.7.3 The employee seeking credit for earned by unused sick leave accepted employment with a new District within one (1) year of the termination of the former employment.

14.8 When employment with the District is terminated, there will be no cash reimbursement for unused, accumulated sick leave. In the event that more sick leave has been used than available upon the termination of service, the final warrant shall be adjusted so as to recover all compensated but unearned days of sick leave absence.

14.9 **Personal Necessity Leave:**

14.9.1 Seven (7) days of earned sick leave credit in one fiscal year may be used by the employee in increments of one hour or more in cases of personal necessity as defined in the Education Code and outlined in the following subsections:

14.9.2 Death of member of employee's immediate family when the number of days of absence exceeds authorized bereavement leave.

14.9.3 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

14.9.4 Imminent danger to person or property of employee when the danger requires the attention of the employee during his/her assigned hours of service. Such danger may be occasioned by flood, fire, earthquake or be of other serious nature, and under such circumstances that the employee cannot reasonably disregard.

14.9.5 Illness of member of employee's immediate family when the absence is in excess of the three (3) days allowed under critical illness of family and when the illness required the attention of the employee during working hours. The illness must be serious in nature and of circumstances that the employee could not reasonably be

expected to disregard. Immediate family for the purpose of this Section shall include parent, principal domestic partner, child or a member of the immediate household of the employee.

- 14.9.6 Appearance in court when an employee is required to appear in court as a litigant party or witness under subpoena or any order made with jurisdiction except when appearing as a paid expert witness.
- 14.9.7 Personal emergencies other than mentioned above when the employee's need for absence is based upon immediate and/or unavoidable personal circumstances, use of personal necessity absence shall be permissible, subject to prior approval of the administering supervisor.
- 14.9.8 Observation, celebration, or honoring of diverse cultural traditions.
- 14.9.9 The personal necessity absence shall not be granted during a leave of absence, holidays, or Board granted days off.
- 14.10 In the event of a temporary, catastrophic closure of the College for less than one (1) week, employees shall not suffer a loss of pay due to these circumstances.
- 14.11 **Critical Illness of Family Member**: Three (3) days per year with pay shall be granted in the case of critical illness or accident of a member of the immediate family.* Such leave shall not accrue from year to year. The three days of critical illness or accident leave shall be counted as part of the 12 weeks provided in Family Care Leave, Appendix H (*Immediate Family defined under 14.9.5)
- 14.12 **Industrial Accident and Illness Leave**: In addition to any other benefits that an employee with six (6) months paid service may be entitled to under the Workers' Compensation laws of this state, such employees shall be entitled to the following benefits:
 - 14.12.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one 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.
 - 14.12.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day. Regular pay will be reduced by an amount equal to the temporary disability payment check while the employee is on industrial leave.

- 14.12.3 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 Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- 14.12.4 Any time an employee on Industrial Accident or Illness leave is able to return to work, he/she shall be reinstated in his/her position without further loss of regular pay or unused benefits.

An employee on a 39-month reemployment list may submit an interest card to the District in order to be notified of promotional opportunities. Upon reemployment, the employee shall be entitled to all rights, benefits and burdens that were previously his/hers, including the original hire date.

- 14.12.5 **Continuation of Benefits**: An employee unable to work due to industrial accident or industrial illness, shall continue to receive medical coverage as described in Article 11 of this agreement, for a period not to exceed six (6) months from the first day the employee is on unpaid status with the district.
- 14.12.6 **Donations for Catastrophic Sick Leave Definition**: Any District employee/worker (hereafter, "worker" shall refer to all District employees for purposes of this section and subsections) may donate, in one (1) hour increments, accumulated and unused sick and/or vacation leave to another worker when a worker or a member of his/her family suffers from a catastrophic illness or injury, and that worker has exhausted all fully paid leaves, as provided in this section. The ability of workers to donate sick leave/vacation and or participate in a catastrophic sick leave program shall be subject to all requirements and provisions contained in negotiated agreements, and/or policies/AR's applicable to the worker(s). "Catastrophic illness" as used in this section (14.12.6-14.12.6 (c) (7) is defined to mean the same thing as "serious health condition" as provided in the Family and Medical Leave Policy (Appendix G to the Agreement).

A. **Eligibility for Using Donated Time**

1. The worker must have exhausted all accrued sick leave (section 14.2), vacation and compensation time balances.
2. The worker must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill family member, or due to a personal serious health condition. FMLA definitions as contained in Appendix G to the Agreement, shall apply to this

section only. In addition, principal domestic partners shall qualify as family members for purposes of this section.

B. Workers donating sick leave must retain a minimum of eighty (80) hours of accrued sick leave. Workers donating vacation must retain at least a twenty (20) day vacation time balance. Recipients may neither accept nor use more than the number of hours needed to provide fully paid sick leave for 175 days. Recipient workers must work for six (6) continuous months prior to renewed eligibility for further catastrophic illness contributions beyond 175 days.

C. **Procedure for Donation of Hours**

1. CCEU shall inform workers on a case-by-case basis when the need for donated time arises.
2. CCEU shall be responsible for collecting donated time. Workers shall authorize donations in writing, signed and dated.
3. CCEU shall compile the list of donated time in order of donations received and submit the list to the District along with supporting written authorizations. (Once the first round list is received by the District, no more donations will be added. In the event more donations are needed, the process shall repeat itself, subject to paragraph (B) above.)
4. Once the District receives the list, the workers' authorizations, and medical verification containing sufficient information to qualify the worker for catastrophic leave, the District will convert the donated hours to dollar amounts, based on the pay rate(s) of the donor workers. Thereafter, the District will deduct sick leave from donors, according to the list, and credit it to the worker on leave, according to the pay rate of the worker on leave.
5. The total hours (converted to dollars) donated by each worker shall be used before moving to the next donor on the list.
6. Donor workers on the list whose hours were not used will have their original authorization forms returned to them as a confirmation that their donated hours were not used.
7. At the completion of the Catastrophic Leave, the District will return to CCEU the original list indicating which donor-workers hours were used.

- 14.13 **Bereavement Leave**: Employees shall be granted five (5) days leave with full pay in the event of the death of any member of the employee's immediate family. Additional sick or vacation leave may be granted at the immediate supervisor's discretion.
- 14.13.1 "Member of the immediate family" as used in this section means mother, mother-in-law, father, father-in-law, spouse, principal domestic partner, son, daughter, brother, sister, or grandparent of the employee, a relative living in the immediate household of the employee, or an individual having a similar close relationship which the Superintendent/President or designee may accept as qualifying for bereavement leave.
- 14.14 **Military Leave**: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 14.15 **Jury Duty; Witness Pursuant to Subpoena**: An employee within the bargaining unit required to report for jury duty, or to answer a subpoena as an unpaid witness shall be granted a leave of absence with pay from assigned duties until released by the court, subject to the following:
- 14.15.1 An employee shall keep the department informed regarding the court schedule.
- 14.15.2 Any employee who is released from jury duty during normal work hours is required to report to work unless there are less than two (2) hours remaining in the employee's regular work shift when released by the court. The employee shall not be required to return to work in that case and shall be compensated at his/her regular rate of pay for those hours. When an employee returns to complete a regular shift following time served in court, such time following within the work shift shall be considered as time worked for the purposes of shift completion and overtime computation.
- 14.15.3 Any employee assigned to a shift which begins on or after 4:00 p.m. or which ends between midnight and 8:00 a.m. shall be entitled to equal time off as leave with pay from his/her next regularly scheduled shift for all time spent while serving on jury duty, or answering a subpoena as an unpaid witness or based on their occupational expertise as an employee of the District at the request of the District.
- 14.15.4 An employee scheduled for jury duty, or answering subpoena as an unpaid witness or based on occupational expertise as an employee of the District, at the request of the District, on regularly scheduled day off shall receive an alternative equal time off during the pay period or receive compensation at straight time for the time served on jury duty.
- 14.15.5 The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. This requires the

employee to sign over jury duty payments to the District. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.