

ARTICLE 3

LEAVES

3.1 Bereavement Leave

- 3.1.1 Members shall be granted, without loss of salary or other benefits, a leave of absence of five (5) working days due to the death of the member's spouse, parent, or child.
- 3.1.2 Members shall be granted, without loss of salary or other benefits, a leave of absence not to exceed three (3) working days or five (5) working days if two hundred (200) miles' travel in one direction is required, upon the death of any member of the member's immediate family except as noted in 3.1.1.
- 3.1.3 "Members of the immediate family", as used in this section, means the blood, step and foster relatives limited to the parent, grandparent, grandchild, spouse, child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, mother-in-law, father-in-law, or any relative living in the immediate household of the member.

3.2 Jury Duty

- 3.2.1 When regularly called for jury duty or as a witness in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty or act as a witness during the employee's regularly assigned working hours.
- 3.2.2 Request for jury duty or witness leave should be made by presenting as soon as possible the official court summons to the member's immediate supervisor and to the District payroll office through administrative channels.
- 3.2.3 Reimbursement to the District of any monies earned as a juror, or witness, except mileage, shall be made by the member.
- 3.2.4 A member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he be discriminated against in any way for not seeking such exemption.
- 3.2.5 Employees are required to return to work during any day in which jury services are not required.

3.3 Personal Necessity Leave

- 3.3.1 A unit member may be granted a maximum seven (7) days leave of absence in any school year without loss of pay, in cases of personal necessity. Such leaves shall be deducted from the employee's accumulated sick leave. An Employee Absence Request must be filed.

3.3.2 Personal necessity leave specifically does not include any recreational use nor any use related to present or prospective employment. Leave must meet one of the following qualifications:

3.3.2.1 Personal necessity leave request on matters of compelling personal importance which cannot be accomplished other than during the employee's regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

3.3.2.2 Personal necessity leave request due to serious illness or death of a member of the immediate family; an accident involving his/her person or property, or of a member of his/her immediate family; or appearance in court as a litigant or a witness under official order except as a witness adverse to the District or as a litigant in an action adverse to the District.

3.3.3 Personal necessity leave must be requested at least five (5) work days in advance and approved by the supervisor, who also reserves the right to verify such request by an appropriate means. The requirement for five (5) work days notification and approval shall not be mandatory if the nature of the personal necessity precludes advance notice or permission or in the case of death or serious illness of a member of the member's immediate family, or an accident involving his/her person or property, or the person property of a member of the unit employee's immediate family.

3.4 Excused Absence, With or Without Pay

Upon application, the Chancellor or his designee, may grant to a regular monthly unit member leave with pay (unless otherwise stipulated prior to attendance) for educational conference or in-service training which, in the sole discretion of management, will improve District operations or the ability of the member to more effectively perform their duties.

3.5 Industrial Accident or Illness Leave

3.5.1 Members shall receive sixty (60) days leave with pay in any one fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the employee becomes ill or is injured while he is serving the District, and the accident or illness is reported to the District's Self-Insurance Program in accordance with District regulations, and the District's Self-Insurance Program accepts the responsibility for the treatment of the employee.

3.5.2 Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next 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, for the same illness or injury.

3.5.3 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 one day. Industrial accident leave will be reduced by one (1) day for each

day of unauthorized absence regardless of a compensation award made under Worker's Compensation.

- 3.5.4 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the State Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but, if an employee is receiving Worker's Compensation, he shall be entitled to use only so much of this accumulated or available sick leave, accumulated compensation time, vacation, or other available leave, which, when added to the Worker's Compensation award, provide for a full day's wage or salary.
- 3.5.5 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensation, time off, or, other available leave provided by law, or the action of the Board, the employee shall endorse to the District wage loss benefit checks received under the Worker's Compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 3.5.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his position, he shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he shall be employed in a vacant position in the class of his previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The Board shall require certification by the attending physician that the employee is medically able to return and perform the duties of his position.
- 3.5.7 An employee receiving benefits provided in this section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

3.6 Sick Leave

- 3.6.1 Members employed five (5) days a week shall be entitled to 12 days leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year, September 1, to full-time employees. Fractional assignments shall receive proportionate leave entitlement.
- 3.6.2 Members employed five (5) days a week for less than a full fiscal year are entitled to that portion of 12 days leave of absence for illness or injury as the number of months he is employed bears to 12.
- 3.6.3 Members employed less than five (5) days per week shall be entitled for a fiscal year of service, to that proportion of 12 days leave of absence for illness or injury as the number of days he is 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 to which they are entitled.

- 3.6.4 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. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.
- 3.6.5 If the member 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.
- 3.6.6 Sick leave may be used for visits to medical doctors, osteopathic doctors, registered nurses, physician assistants, dentists, optometrists, chiropractors, and psychologists. Such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration.
- 3.6.7 All sick leave absence or use shall be reported in writing to the Chancellor/President or designee. Medical verification shall be required for any illness which extends five (5) or more work days. District reserves the right, in its sole discretion, to require medical verification of illness for any absence when abuse of sick leave is suspected, or excessive over a period of time.
- 3.6.8 Disabilities caused or contributed to by pregnancy, miscarriage, abortion or childbirth, and recovery therefrom, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
- 3.6.9 Members must be in active employment or on paid leave to earn or use sick leave. Members on extended illness leave are eligible to earn or use sick leave. Sick leave may be applied only on those days when the member is required to report for duty but cannot do so because of illness or injury. Members who become ill or injured but are not required to report, such as those on leave or vacation, may use sick leave credits without a return to active service, provided the employee furnishes adequate notice, relevant supporting information, and/or verification of illness or injury forming the basis for such interruption or termination.
- 3.6.10 Where a member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of 12 days leave as the number of months in the fiscal year he was employed bears 12.
- 3.6.11 Sick leave shall not be earned when an employee is on leave without pay. Sick leave shall be earned for all paid leaves.
- 3.6.12 Members utilizing their sick leave shall be required to make one (1) phone call to their immediate supervisor and leave a message if the supervisor is unavailable at the time of the phone call.

3.7 Extended Sick Leave

3.7.1 A unit member whose sick leave, including both current and accrued, has been exhausted, and, where the total of such sick leave used in a given fiscal year is less than one hundred (100) working days, shall for an extended illness be compensated at, fifty percent (50%) of his/her regular daily rate of pay for the balance of one hundred (100) days.

3.7.2 A unit member shall be required to present a doctor's statement stating the nature of the illness or injury and the date the employee is able to return to full time service to qualify for this extended leave benefit.

3.8 Quarantine Leave

Unit members shall receive salaries in full for a period not to exceed thirty (30) days when quarantined by city or county health officer.

3.9 Military Leave

Military leave shall be granted in accordance with current law.

3.10 Unpaid Leave

Members may apply for unpaid leave at any time. The Board may grant such leave provided the employee's services are not needed or required by the District for the period of leave time desired, as determined solely by the District.

3.11 Family Medical Leave

Employees shall be entitled to family medical leave as set forth in federal and state law.

3.12 Break in Service

Periods of paid leaves of absence, shall not be considered to be a break in service of the employee. Unpaid leaves of absence shall not count toward completion of 75% of a year of service for tenure purposes.

3.13 In the event of a catastrophic illness, a participating unit member who has exhausted all regular and extended sick leave may utilize a maximum of 100 days from the CATASTROPHIC ILLNESS BANK.

3.13.1 The compensation shall be at fifty percent (50%) of his/her daily rate.

3.13.2 A unit member becomes eligible for Catastrophic Leave by contributing a minimum of 8 hours of sick leave to the bank. All transfers of eligible leave credit shall be irrevocable.

3.13.3 In cases of severe financial hardship, the District, by mutual agreement of the Chancellor and the CSEA 888 President, may provide the benefits in this section concurrently with the benefits of 3.7.1.

3.13.4 No employee shall be approved for catastrophic leave unless that employee has provided an acceptable medical certificate from a physician supporting the continued absence and setting forth that the employee is, and will continue to be, unable to perform the employee's duties due to a catastrophic illness, as defined below.

3.13.5 A catastrophic illness and/or injury is an acute or prolonged illness or injury that is considered life-threatening or with the threat of serious residual disability which results in the employee's inability to work.

3.14 Examples of a catastrophic illness or injury include, but are not limited to:

3.14.1 Serious, debilitating illness, impairment, or physical/mental condition that involves treatment in connection with an overnight stay in a hospital, hospice, or residential medical facility.

3.14.2 High intensity/high frequency of treatment encounters necessary for a chronic or long-term condition that is so serious that, if not treated, would likely result in an extended period of incapacity or death.

3.14.3 Terminal illness.

3.15 Exclusions

3.15.1 Elective surgery does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition, the situation may qualify as a catastrophic illness or injury.

3.15.2 Most leave associated with pregnancy is not covered by Catastrophic Leave. If complications arise resulting in a serious health condition as described above, Catastrophic Leave would apply.

3.15.3 This Program does not cover time off due to a job-incurred injury/illness covered by Workers' Compensation benefits.

3.15.4 An employee must not have a written record of disciplinary action for leave abuse or misuse of leave within the past twelve (12) months.