

ARTICLE XII: LEAVES

12.1 Definition of Immediate Family. For purposes of this Article, an immediate family member shall be limited to mother, father, grandfather, grandmother, or a grandchild of the unit member or of the spouse or domestic partner of the unit member and the spouse or domestic partner's, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law of the unit member or any person living in the immediate household of the unit member.

12.2 Sick Leave

12.2.1 Full-time unit members shall accrue one (1) day leave with full pay for each month of service during the year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

12.2.2 Family Illness Leave. In any fiscal year, unit members may use half of the current year's annual accrual of sick leave for illness or injury of a parent, child, spouse, or domestic partner. This provision applies only to sick leave accrued pursuant to Section 12.2.1. An employee who has first exhausted Family Illness Leave under this section, may then use his/her remaining Personal Necessity Leave to care for the sickness of a child, parent, spouse, or domestic partner (as defined by law).

12.2.3 At the beginning of each fiscal year each unit member shall be credited with a total of not less than one hundred (100) working days of paid sick leave, including days to which he/she is entitled. Such additional days shall be compensated at the rate of fifty (50) percent of the unit member's regular salary. The additional sick leave authorized under this rule shall be exclusive of other paid leaves, holidays, vacation, or compensatory time to which the unit member may be entitled. It should be noted that the additional eighty-eight (88) working days are not accumulative, but rather shall be added each year. Inasmuch as eighty-eight (88) half days are an extension of regular sick leave, probationary unit members will not be eligible for the eighty-eight (88) half days until they have completed six months of service.

Part-time unit members shall receive the benefits of this rule to the extent that their part-time service bears to time served in a full-time position. Page 33 CSEA Collective Bargaining Agreement 2018-2021

12.2.4 If a unit member does not utilize the full amount of leave as authorized in 12.2.1 above in any fiscal year, the amount not utilized shall be accumulated from year to year.

12.2.5 The unit member must contact his/her immediate supervisor or designee as soon as the need to be absent is known. Notification shall be prior to the start of the workday or within one (1) hour of the beginning of the work shift, whenever possible.

Each unit member shall have the obligation of keeping his/her immediate supervisor advised as to the extent of his/her recovery and plans for returning to work.

12.2.6 In the event an absence due to illness or pregnancy extends for a period of five (5) consecutive days or more, the employee may be required to furnish evidence of a physical examination or physician's statement certifying fitness to resume duty or inability to work because of illness necessitated by medical reasons. With the exception of a leave taken pursuant to either the State or Federal Family and Medical Care Leave Acts, if the District disagrees with the opinion of the employee's physician, the District may require that the employee be examined by a physician selected and paid by the District. If an examination by a physician selected by the District is required, the recommendation of that physician shall be final. In addition to the foregoing, if a supervisor or manager suspects the abuse of sick leave (i.e. use of sick leave when the employee is not sick) based upon a documented pattern and behavior consistent with abuse which has been communicated to the employee, he/she may request that the employee provide a physician's statement certifying their illness regardless of length.

12.3 Personal Necessity Leave

12.3.1 Leave which is credited under 12.2.1 of this Article, not to exceed seven (7) days in any fiscal year, may be used for purposes of personal necessity, charged against sick leave.

12.3.2 Available days may be used for purposes, the nature of which cannot be attended to outside of regularly scheduled duty days. Before utilization of personal necessity leave, when the leave is foreseeable, a Unit Member shall arrange leave at a time which is mutually acceptable to the Unit Member and his/her supervisor and obtain prior approval from the appropriate management/supervisory person.

12.3.3 Except in the case of a verifiable emergency, personal necessity leave is not to be used immediately before or after a Unit Member's regularly scheduled vacation. Neither is personal necessity leave to be used for purposes of personal convenience which are not of an emergency nature or which can be accomplished within normal vacation leave days.

12.3.4 Purposes for which personal necessity leave may be used to include: Page 34 CSEA Collective Bargaining Agreement 2018-2021

A. Death (after Bereavement Leave is used) or serious illness of a member of the Unit Member's immediate family;

B. An accident involving the Unit Member's person or property or the person or property of a Unit Member's immediate family;

C. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any other order made with jurisdiction;

D. Urgent personal business which requires presence at or in a time frame which falls within the Unit Member's regular work day, and which cannot be arranged outside of the Unit Member's normal work day.

E. Illness or injury of a parent, child, spouse, or domestic partner.

12.3.5 Personal necessity leave is provided under the provisions of the California Education Code. Any abuse or misuse of personal necessity leave shall be considered an act of dishonesty and will be subject to disciplinary action up to and including termination.

12.4 Bereavement Leave

12.4.1 A unit member shall be entitled to an absence from service with full salary for a period not to exceed three (3) work days regardless of number of hours scheduled to work, or five (5) work days when out-of-state travel or travel of more than 350 miles one way is necessary, for the death of any member of his/her immediate family. While bereavement days do not need to be taken consecutively, they must be taken within eight (8) consecutive work days of the first day taken. If extenuating circumstances require the use of bereavement days beyond the eight (8) work days, the unit member may request an extension to his/her immediate supervisor.

12.4.2 An absence from service with full salary for one working day shall be allowed for the death of any other close relative of the unit member with prior written approval from the immediate supervisor or the administrator of the area. "Close relative" for the purpose of this Section is defined as "aunt, uncle, niece or nephew" of the unit member or their spouse or domestic partner.

12.5 Pregnancy Disability

12.5.1 Unit members are entitled to use accumulated sick leave as set forth in 12.2.1 and 12.2.3 for disabilities caused or contributed to by pre-pregnancy, miscarriage, childbirth and recovery there from. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit Page 35 CSEA Collective Bargaining Agreement 2018-2021

member and the unit member's physician. Notwithstanding the foregoing, the maximum amount of pregnancy disability leave a bargaining unit member may receive is four months, unless the bargaining unit member specifically requests more than four months, demonstrates a medical necessity or requests a reasonable accommodation for the leave, and makes such request to the Superintendent/President in writing who shall determine whether to grant the request.

12.6 Industrial Accident Leave

12.6.1 Unit Members will be entitled to industrial accident leave according to the provision in Education Code Section 88192 for personal injury which has qualified for workers' compensation insurance program.

12.6.2 A unit member suffering an injury or illness arising out of and in the course and scope of 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 unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

12.6.3 The District has, at its expense, the right to have the unit member examined by a physician designated by the 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.

12.6.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check received from the workers' compensation carrier which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

12.6.5 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, a unit member 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, such unit member shall be entitled to use only so much 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. Page 36 CSEA Collective Bargaining Agreement 2018-2021

12.7 Modified Return to Work Program

a. Modified work assignments are temporary light duty assignments that allow a bargaining unit member who suffers a work injury or illness to progress to full-duty status. A modified return-to-work program is a cost containment tool which allows a unit member to return to work under conditions set forth herein.

b. In those instances where a bargaining unit member has a work injury or suffers from a work-related illness and is under the care of a physician, and the employee is released to return to work with restrictions, every effort will be made to find a temporary modified work assignment for the employee which is consistent with the work restrictions.

c. A representative from the Human Resources Office will meet with the employee and his/her supervisor to determine if the employee can return to his/her regular job within the restrictions if a temporary light duty assignment is available within the district which the employee can perform. If the employee can perform in a modified assignment, the employee will complete a temporary modified return-to-work statement which will detail the duties he/she will perform during this period. If no modified assignments can be found, the employee will be placed on temporary disability, sick leave, or other available appropriate leave (as provided within this Agreement) until an appropriate modified position (within the work restrictions) is found, or until restrictions are lifted and the employee can return to work.

d. If an employee refuses a modified work assignment which is consistent with the restrictions imposed by his/her physician, no temporary disability benefits will be paid. If the employee is unable to return to work in any capacity as a result of a work injury or illness, the District retains the right to request verification (at least once per month) that the employee is unable to return to work in any capacity.

12.8 Judicial Leave

12.8.1 Within five (5) days of receipt of notification of jury service, the unit member shall provide a copy of the official notification to the immediate supervisor and the Human Resources Office.

12.8.2 Immediate supervisors shall reschedule unit members working the swing or graveyard shifts to a daytime schedule during the period of jury service.

12.8.3 To avoid payroll adjustments and adverse effects on retirement, the unit member shall remit to the District the jury duty pay other than travel expense reimbursements. Page 37 CSEA Collective Bargaining Agreement 2018-2021

12.8.4 The leave for jury service shall be granted for the number of days of attendance in court as certified by an authorized officer of the court. The member must provide proof of service and proof of attendance after it has been completed. Bargaining unit members, who are required to report to jury duty and have served at least five (5) hours and past 1:30 p.m., shall not be required to report back to work that day. The unit member shall be responsible for notifying his/her supervisor prior to his/her absence. If released before 1:30 p.m., the unit member is required to return to work.

12.8.5 The District shall not, in any way, discourage unit members from accepting jury service, but does, in accordance with Education Code Section 87036, reserve the right to discuss with affected unit members the practicality of seeking exemption or postponement when acceptance would materially disrupt District operations.

12.9 Military Leave: Leave of absence for active military service shall be granted as mandated by applicable state and federal law. For further information about this leave, contact a CSEA representative or the Human Resources Office and a military leave fact sheet will be provided.

12.10 Critical Illness in Immediate Family: An absence from service with full salary for a period not to exceed three (3) working days during any one fiscal year shall be allowed for a critical illness in the family. Such allowance shall not affect accumulated leave, and further, shall not be cumulative from year to year. The above three (3) days shall not be used until Personal Necessity Leave and sick leave permitted pursuant to Labor Code Section 233 (leave for illness or injuries of parents, children, spouses, or domestic partners as provided for in Section 12.2.2 of this Agreement) have been used. "Critical illness" shall be defined as one in which the person's life is in danger. The unit member shall have the responsibility of providing satisfactory certification that the illness is critical following his/her return to service.

12.11 Subpoena Leave

12.11.1 A unit member shall be granted a paid leave of absence when subpoenaed as a witness and not as a litigant in a court of law. The leave shall be granted for the time necessary to comply with the subpoena, including necessary travel time as certified by an authorized officer of the court. Upon notification to his/her supervisor, thirty (30) minutes shall be available to the unit member both prior to and after fulfilling the requirements of the subpoena.

12.11.2 After fulfilling the requirements of a subpoena, if the unit member has two hours or less remaining in his/her regular work schedule and the appearance has occurred at a location other than on District property, the unit member is not required to return to work to complete his/her regular daily assignment and need not use any leave to cover the remainder of the work assignment. Page 38
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12.11.3 In instances in which a unit member is subpoenaed to appear other than during his/her regular work schedule, the District reserves the right to decide if the unit member shall be permitted to work overtime to comply with the subpoena, alter his/her work schedule or consider other alternatives to permit the employee to comply with the subpoena.

12.11.4 Any unit member who requests that the Board of Trustees issue a subpoena for another unit member to testify at a discipline appeals hearing shall be assured that the District will permit said employee to attend the hearing and that employee shall receive paid subpoena leave pursuant to the article.

12.11.5 Subpoena leave shall not be accumulated from year to year. Compensation for such leave will be made up to a maximum of ten (10) working days per year. The amount of such compensation shall be equivalent to but not more than the difference between the unit member's regular earnings and any amount received under the subpoena.

12.11.6 A unit member who has received a subpoena to appear at a grievance hearing shall be required to cover the leave to comply with the subpoena by using any appropriate leave as provided by this contract, including but not limited to, released time for Chapter business pursuant to Article 3.4.3.

12.11.7 Subpoenas may be served by District employees who are not parties to the matter for which the subpoena is being issued.

12.12 Other Leaves Without Pay

12.12.1 Upon recommendation of the Executive Director of Human Resources and Labor Relations, the Superintendent/President and approval by the Board of Trustees, leave without compensation and without increment, seniority or any other benefit, may be granted for a period not to exceed one (1) fiscal year for the following purposes: Voluntary government service, care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, study and retraining or pregnancy and related medical conditions.

12.12.2 The applications for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Human Resources Office, in writing, at least thirty (30) days prior to the expiration of such leave, as to an intent to return to employment in the District. Failure to so notify will be considered an abandonment of position. Page 39 CSEA Collective Bargaining Agreement 2018-2021

12.12.3 During the period between the end of the Spring Academic Semester and the beginning of the Fall Academic Semester (inclusive of "Flex Days"), employees who, for personal reasons, wish to take leave without pay may take such leave with the approval of their immediate supervisor and the dean of the school in which they are employed, or the appropriate administrator, under the following conditions: (1) The employee must provide at least one month's notice prior to taking such leave; (2) The leave must be for a specific period of not less than five nor more than twenty consecutive working days (160 hours during 4/40 work schedule) with firm beginning and ending dates indicated.

No other requests for leave without pay shall be considered except as they are provided for in Subsections 12.12.1, 12.12.2 and 12.12.3 of this Article.

It is expressly agreed that denial of leave under this provision **SHALL NOT** be subject to the provisions of **ARTICLE IV: GRIEVANCE PROCESS** of this Agreement.

12.13 Family and Medical Care Leave. In accordance with the provisions of Government Code Section 12945.2 and the Federal Family and Medical Care Leave Act (FMLA) of 1993, each Unit Member shall be eligible for an unpaid leave of absence, not to exceed twelve (12) working weeks (60 working days) (26 weeks for military caregiver) in a twelve (12) month period for the following purposes and under the enumerated conditions:

(a) Leave because of:

- 1) the birth of a child of the Unit Member,
- 2) the placement of a child with the Unit Member in connection with the adoption of that child by the Unit Member, or
- 3) the serious health condition of a child, parent, spouse or domestic partner of the Unit Member;
- 4) the placement of a son or daughter of the employee for foster care,
- 5) a serious health condition that makes the unit member unable to perform the functions of the position;
- 6) a qualifying exigency as defined by the law; and
- 7) a military caregiver as provided by law;

(b) Unit Members shall retain all employment rights during the leave period and shall be guaranteed the right to return to the same or a similar position at the end of the leave period;

(c) Family Care Leave is to be used in conjunction with and coordinated with "Personal Necessity Leave" provided for in this Article, Section 3. Personal Necessity Leave.

(d) Unit Members on Family Care Leave shall continue to be eligible for membership in the District health and welfare plans as those plans are described under **ARTICLE IX: HEALTH AND WELFARE BENEFITS**, of the Agreement. If the Unit Member fails to return to work when the leave expires for a reason other than the continuation, recurrence or onset of a serious health condition that would entitle the Unit Member to leave under existing law, or other circumstances beyond the Unit Member's control, the District will recover the Page 40 CSEA Collective Bargaining Agreement 2018-2021

premium which was paid for maintaining health coverage during the Unit Member's leave;

(e) The District will require certification which indicates the medical necessity for requesting leave and the expected duration of such leave if the Unit Member is requesting leave because of a serious medical condition;

(f) If the need for the leave is foreseeable, the Unit Member is required to make a reasonable effort to schedule the leave at a time which would least disrupt his or her service to the College. Requests for leave should be submitted with as much advance notice as possible.

ARTICLE XIII: VACATION

13.1 Vacation time shall accrue from the first of the month nearest to the beginning date of employment.

13.2 Unit members shall accrue vacation at the rate set forth in Section 13.5. Vacation, with the approval of the District, may be taken at any time during the fiscal year. If the unit member is not permitted to take his or her full annual vacation, the amount not taken shall accumulate for use in the next fiscal year or be paid at the option of the governing board. If, by March 1 of each fiscal year, an employee has not taken or scheduled vacation during the remainder of the fiscal year so that his/her vacation accrual will not be greater than one year's accrual by June 30 of that fiscal year, the District will provide the employee a written statement as to the number of vacation days to be scheduled, as well as the vacation scheduling form to remind the employee of the need to schedule vacation during the remaining months of the fiscal year.

If the employee does not schedule his/her accrued vacation by March 15th, the employee's supervisor will meet with the employee to jointly schedule the employee's remaining vacation time for the year. The purpose of this meeting will be to schedule vacation so that by the end of the fiscal year the employee will not have more than one year's annual accrual on the books. In the event that an employee and supervisor cannot agree on a vacation schedule to bring the employee's vacation accrual down to a maximum of one year's accrual for that employee, then in that event, the supervisor shall schedule the employee's vacation for the employee before June 30th of that year. Requests to use vacation during those months (i.e. March 1-June 30) will not be unreasonably denied.

Upon resignation or retirement, unit members shall be compensated for the amount of unused accrued vacation.

13.3 Unit members serving on less than twelve (12) month schedules shall accrue vacation on the same basis and at the same rate as those employed on a twelve month schedule. Vacation Page 41 CSEA Collective Bargaining Agreement 2018-2021

shall be used preferably during periods when students are not present unless otherwise approved due to workload changes or other special circumstance. These periods shall include, but not be limited to, Winter Break, Semester Break and Spring Break. Unit members shall use their vacation during months of their scheduled work periods, and not following the completion of their assigned days.

13.4 In so far as it is possible vacation shall be scheduled to the mutual advantage of the unit member and the District. All requests for vacation of three or more working days shall be submitted to the unit member's immediate supervisor in writing not less than two weeks in advance of the beginning of the vacation. The supervisor shall recommend the granting or denial of the vacation to the Appropriate Administrator who, in consultation with the supervisor, will approve or deny the request. Within one week of the submittal of the request by the unit member, the supervisor will give written notification to the unit member of the status of the request. Failure of the supervisor to provide such written notification shall constitute approval. Should a request for vacation be denied due to District necessity, receipt of the written denial shall be acknowledged by the employee. If vacation is denied because of District necessity, the unit member and the supervisor must immediately attempt to arrange vacation at a more acceptable time. Request for vacation shall not be unreasonably denied. If an employee with forty (40) hours (the maximum accrual) of compensatory time on the books (see Article 11.6) requests to use vacation, the employee's supervisor may require that the employee first use compensatory time for the leave requested.

13.5 The amount of vacation time shall be based upon the length of service of the unit member, and shall be accrued on a calendar month basis as follows:

Length/Service Earned Vacation

Time Per Calendar Month Time Per Fiscal Year

0-1 Yrs. Inc.	0.83 work days	10 days
2-3 Yrs. Inc.	1.00 work days	12 days
4-7 Yrs. Inc.	1.25 work days	15 days
8-10 Yrs. Inc.	1.42 work days	17 days
11-20 Yrs. Inc.	1.67 work days	20 days
21- 24 Yrs. Inc.	1.75 work days	21 days
25 & over	1.83 work days	22 days

13.6 In the case of probationary employees who are assigned a regular twelve-month schedule, a vacation with salary shall not be granted in advance of vacation time earned. Newly employed unit members may take vacation only after they have completed six (6) months of employment with the District. Probationary unit members shall be compensated for unused vacation upon termination.

13.7 For permanent employees, the current fiscal year's accrual of vacation with salary may be granted in advance of vacation time being earned. Page 42 CSEA Collective Bargaining Agreement 2018-2021

13.8 A permanent unit member shall be allowed to interrupt or terminate a vacation leave in order to begin another type of paid leave without return to active service, provided the unit member supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination including, upon request, medical verification to the appropriate supervisor.