

## ARTICLE 22

### LEAVES OF ABSENCE WITH PAY

#### Sick Leave

22.1 Upon completion of one (1) month of full-time continuous service, each employee shall be allowed eight (8) hours of credit for sick leave with pay. Thereafter, for each additional qualifying month of full-time service, eight (8) hours of credit for sick leave with pay shall be accrued. If the employee is absent for three (3) consecutive days or there is an identifiable reasonable to suspect the absence, the Chief of Police may require the employee to submit substantiating evidence that the absence is for an authorized reason. In the case of illness, this may include certification from a physician. For purposes of computing sick leave, each full-time employee shall be considered to work not more than forty (40) hours each week.

#### 22.2 Absences Chargeable to Sick Leave

The use of sick leave may be authorized only when an employee is absent because of:

- a. illness, injury, or disability related to pregnancy;
- b. exposure to contagious disease;
- c. dental, eye, or other physical or medical examinations or treatments by a licensed practitioner;
- d. illness or injury in the immediate family; and

Up to five (5) days of accrued sick leave credit may be used for family care during any one calendar year.

- e. death of a person in the immediate family.

Up to five (5) days of accrued sick leave may be authorized at the discretion of the President for bereavement. When one or more deaths occur in a

calendar year, up to five (5) days of accrued sick leave credits may be authorized for each such death.

The five (5) days referred to in Provisions 22.2, d. and e. above, shall apply to five (5) days of the employee's regularly scheduled workdays up to a maximum of forty (40) hours.

- 22.3 Under no circumstances may sick leave be utilized prior to the day on which it is credited.
- 22.4 If an employee returns to CSU employment within six (6) months following a permanent separation, the employee's sick leave balance at the time of the separation shall be restored.
- 22.5 An employee who moves between campuses or between the Chancellor's Office and a campus, retains any accumulated sick leave credits. An employee who terminates employment with the University of California or another state agency in order to accept immediate employment with the CSU is eligible to transfer sick leave credits if the sick leave has been earned and credited on the same basis as that upon which it is credited in the CSU.
- 22.6 Sick leave may be accrued without limit and no additional sick leave with pay beyond that which is accrued shall be granted.

### **Immediate Family**

- 22.7 The term "immediate family" as used in this article shall mean:
- The employee's spouse or domestic partner;
  - The employee's, spouse's or domestic partner's: parent, sibling, grandparents, great-grandparent, child (including foster, adopted and step-child), grandchild, aunt, uncle, step-parent;
  - The employee's son-in-law, daughter-in-law; and
  - A relative of the employee, spouse or domestic partner who is living in the immediate household of the employee.

## **Bereavement Leave**

- 22.8 For each death of an immediate family member as defined in provision 22.7 above, upon request to the President, the employee shall be granted five (5) day's leave with pay. The five (5) days shall apply to five (5) days of the employee's regularly scheduled workdays up to a maximum of forty (40) hours. The employee shall give notice to the Chief of Police as soon as possible and shall, if requested by the Chief of Police, provide substantiation for the request upon the employee's return to work.
- 22.9 A leave granted in accordance with this provision may be supplemented in accordance with the sick leave bereavement provision.

## **Jury Duty**

- 22.10 An employee who is absent from work in order to serve on jury duty shall receive his/her regular salary only if he/she remits the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, his/her time off for jury duty is not compensable. The employee may elect to use vacation or CTO to cover the time off.
- 22.11 An employee who receives initial notification that he/she is subject to jury duty shall notify the appropriate administrator.
- 22.12 The employee is required to notify the appropriate administrator in writing prior to taking leave for jury duty. The submittal of the appropriate jury service summons will satisfy this notification requirement. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.

## **Absence as a Witness**

- 22.13 Employees serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees. Whenever possible, employees shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.

- 22.14 An employee who is absent from work in order to appear in court either as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the employee does not remit such fees, an amount equal to the fees shall be deducted from the employee's salary. No vacation or compensatory time off (CTO) shall be used in such cases.
- 22.15 An employee who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the employee while on leave. If the employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO. If no vacation time or CTO is available, the employee shall be docked for the period of absence.
- 22.16 An employee serving as a court-subpoenaed witness or as an expert witness not serving in the interest of the CSU on a holiday or while on vacation or on compensatory time off (CTO) shall serve on his/her own time.
- 22.17 An employee who is an expert witness not serving in the interest of the CSU shall appear on his/her own time. The employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.
- 22.18 An employee who is a party to a suit shall also appear on his/her own time unless he/she does so on behalf of the CSU and as a result of the exercise of his/her duties during working hours. The employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.
- 22.19 An employee who is required to appear in court on behalf of the CSU at times outside of and not continuous with an employee's regular work schedule shall be compensated pursuant to the call-back pay requirements of Provision 13.19 of this Agreement only if he/she is required to appear in court as a result of the exercise of his/her duties during working hours. Call-back pay under this provision shall not be provided to employees who are a party to a suit, who serve as court-subpoenaed witnesses, or who serve as expert

witnesses unless he/she does so on behalf of the CSU and as a result of the exercise of his/her duties during working hours.

### **Military Leave**

22.20 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law.

### **Industrial Disability Leave**

22.21 The CSU shall make available to eligible employees Industrial Disability Leave Benefits in lieu of Workers' Compensation Temporary Disability Benefits for a period not exceeding fifty-two (52) weeks within two (2) years from the first day of disability.

### **Catastrophic Leave Donation Program**

22.22 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, personal holiday and CTO due to catastrophic illness or injury, or whose principle place of residence has been impacted by a natural disaster/state of emergency. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work.

The following guidelines shall apply:

a. Catastrophic Injury or Illness

- 1) An employee, his/her representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definition provided above.

- 2) An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
- 3) Employees may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- 4) Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the third party administrator upon the application for these benefit(s) by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- 5) The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave within a twelve (12) month period. The President may approve an additional three (3) month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- 6) For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- 7) Only vacation and sick leave credits may be donated.
- 8) Donated leave credits may not be used to receive service credit following a service or disability retirement.
- 9) Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.

- 10) Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining Agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family member shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining Agreement covering the recipient employee.
- 11) The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining Agreement covering the grieving employee.

b. Natural Disaster and State of Emergency

- 1) Catastrophic leave for a natural disaster shall be leave for an employee who faces financial hardship because the employee has exhausted all of his/her accrued vacation credits; accrued sick leave credits; personal holiday credits; and C.T.O. credits; and is unable to work due to the effect of a natural disaster on the employee's principle residence.
- 2) The employee resides in one of the counties where a state of emergency exists as declared by the governor.
- 3) An employee, or his/her representative, must request the employee's participation and provide appropriate verification as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definition provided above.
- 4) Employees may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.

- 5) The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- 6) The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave within a twelve (12) month period. The President may approve an additional three (3) month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- 7) For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the natural disaster/state of emergency.
- 8) Only vacation and sick leave credits may be donated.
- 9) Donated leave credits may not be used to receive service credit following a service or disability retirement.
- 10) Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- 11) Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates actually pledged. This will insure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay period, the most recently donated leave credits that cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co-worker who needs the credits.

12) The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining Agreement covering the grieving employee.

22.23 A leave of absence with pay shall include compensation at the employee's regular rate of pay, continuance of all Benefits provided in this Agreement including the continued accrual of all appropriate leaves and seniority points.

### **Parental Leave**

22.24 An employee shall be entitled to up to (240 hours) with pay for "parental leave," which leave shall commence within sixty (60) days after the arrival of the new child(ren). A maximum benefit of thirty (30) consecutive eight-hour workdays, or equivalent (not to exceed 240 hours) for employees on alternate work schedules, with pay in a twelve (12) month period shall be provided. Such leave runs concurrently with any other related leaves for which the employee is eligible. This benefit shall be provided in connection with the birth of one's child(ren) or placement of one or more children with the employee for the purpose of adoption or foster care or legal guardianship.

"Parental leave" shall refer to a leave for the purpose of caring for a new child. In order for the employee to be entitled to parental leave, the employee must be employed with the CSU prior to the birth or placement of a child(ren) with the employee.

### **Organ Donor Leave**

22.25 Organ Donor and Bone Marrow Leave

Upon presentation of written verification that they are organ or bone marrow donors and there is a medical necessity for the donation, employees who have exhausted all available sick leave are eligible for the following leaves of absence with pay:

- a. A paid leave of absence not exceeding 30 consecutive calendar days in any one-year period to any employee who is donating his or her organ to another person.

- b. A paid leave of absence not exceeding five consecutive calendar days in any-one year period to any employee who is donating his or her bone marrow to another person.

### **Paid Administrative Leave**

- 22.26 For reasons related to (a) the safety of persons or property, (b) the prevention of the disruptions of programs and/or operations, or (c) investigation for formal notice of disciplinary action, the President may temporarily reassign an employee to a location or duty assignment if the location or duty assignment falls within the employee's classification or place the employee on administrative leave with pay.
- 22.27 The President may terminate or extend the temporary reassignment or temporary administrative leave and shall notify the employee of any such extension and the anticipated completion date of the investigation, in writing. Notice may be provided by fax, electronic mail or regular mail, in addition to certified mail.
- 22.28 Employees on temporary administrative leave must provide the campus with a means or phone number for immediate communication with the campus. The employee must be available to contact the campus by phone or to report to the campus in person immediately upon request, as requested by the campus.
- 22.29 Paid Administrative Leave shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.