CSUEU Proposal #3

ARTICLE 15

LEAVES OF ABSENCE WITH PAY

15.1 "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, grandparent, great-grandparent, sibling, ~~or~~ child or grandchild (including foster, adopted and step), ~~father, mother, sister, brother, aunt, uncle, grandparent, great-grandparent, child (including foster, adopted and step child), grandchild~~;
- The employee's son-in-law, daughter-in-law; ~~and~~
- A person ~~relative of the employee, spouse or domestic partner who is~~ living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

Sick Leave

15.2 Following completion of one (1) month of continuous service, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued.

15.3 Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full-time shall accrue credit for sick leave with pay on a pro rata basis.

15.4 Sick leave may be accumulated without limits, and no additional sick leave with pay beyond that accumulated shall be granted except as provided for in Provision 15.8.

15.5 An employee shall be responsible for reporting an absence to the appropriate administrator as soon as possible in compliance with department and campus policies. The CSU recognizes that extenuating circumstances may prevent an employee from calling in before the start of his/her shift, but the employee will make every effort to call in as close to the start of the shift as possible.

15.6 An employee shall be responsible for completing and signing the campus absence form and returning the absence form to the appropriate administrator on the date designated by the appropriate administrator.

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15.7 An employee may be required to provide a physician's statement or other appropriate verification when absent five (5) or more ~~than five (5)~~ consecutive days due to illness/injury. An employee shall not normally be required to provide such a statement or verification for an absence of five (5) consecutive days or less charged to sick leave.

Catastrophic Leave Donation Program

15.8 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 and CTO, due to a catastrophic illness or injury. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. Chronic conditions may also be considered catastrophic, even if the condition results in only intermittent absences. Conditions which are short term in nature, such as colds, flu, or minor injuries, are generally not deemed catastrophic. The campus must make a case-by-case determination.

The following provisions shall apply:

a. 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.

b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.

c. Employees may donate a maximum of forty (40) hours leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.

d. Donated leave credits may be used to supplement each of the following: Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the third party administrator, upon application for the appropriate disability benefit 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.

e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave. The President may approve an additional three-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.

f. 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.

g. Only vacation and sick leave credits may be donated.

h. Donated leave credits may not be used to receive service credit following a service or disability retirement.

i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.

j. 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.

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

Absences Chargeable to Sick Leave

15.9 The use of sick leave may be authorized by the appropriate administrator only when an employee is absent because of:

a. illnesses, injury, or disability related to pregnancy;

b. exposure to contagious disease;

c. dental, eye, other physical or medical examinations or treatments by a licensed practitioner;

d. family care, meaning illness or injury in the immediate family. ~~However, sick leave for family care is primarily for emergency situations~~. Up to ten (10) days of accrued sick leave credit may be used for family care during any one (1) calendar year. The appropriate administrator may authorize an additional five (5) days of accrued sick leave credit for family care during one (1) calendar year.

An employee may request the use of accrued sick leave credit for family care beyond the maximum set forth above. Such requests must be accompanied by a physician's statement or other appropriate need verification.

e. death of a person in the immediate family.

Upon written request, the appropriate administrator may authorize the use of accrued sick leave for bereavement.

The granting or denial of such additional use of sick leave in provisions 15.9 (d) and (e) shall be the prerogative of the appropriate administrator and shall not be subject to Article 7, Grievance Procedure, but is subject to the terms of Article 8, Complaint Procedure, of this Agreement.

15.10 The President may direct an employee to take sick leave if he/she determines that the employee has restricted ability to carry out his/her duties due to illness.

15.11 An employee may be required to undergo a medical examination as directed by the President to ascertain the employee's ability to perform his/her required duties. If such an examination is by the physician selected by the employer, the CSU shall bear the costs of such medical examination.

In cases where an employee has a written full medical release without restriction to return to work and the appropriate administrator believes that the employee is unable to perform the duties of the position, the appropriate administrator shall consult with the Human Resources Director. If the employee is unable to be at work while the decision is being reviewed, the employee must be placed on paid administrative leave.

15.12 Under no circumstances may an employee be granted sick leave for days during layoff periods or during a leave of absence without pay. An employee may not be granted sick leave during periods when the campus or department is closed unless the employee was on sick leave prior to the time of the campus or department closure.

15.13 A female employee on maternity leave pursuant to Article 16, Leaves of Absence Without Pay, shall be entitled to use earned sick leave for the period of time covering date of childbirth and immediate physical recovery there from. Earned sick leave shall be charged for workdays in such a period of time. Normally, fifteen (15) days of earned sick leave may be charged. A physician's verification of disability shall be required for the use of earned sick leave in excess of fifteen (15) days, pursuant to this provision.

15.14 The President may authorize unpaid leave of absence, the use of vacation or the use of CTO pursuant to Article 19, Overtime, for an employee who has exhausted accumulated sick leave.

Bereavement/Funeral Leave

15.15 For each death of an immediate family member as defined in Provision 15.1, upon request to the President, the employee shall be granted five (5) days leave with pay.

15.16 Upon request, bereavement/funeral leave may be supplemented with an employee's own leave credits.

Jury Duty

15.17 An employee who serves on jury duty shall receive his/her base salary and ~~are~~ **is** permitted to keep any mileage payments made by the court. Employees are not entitled to juror pay for jury duty. ~~An employee who serves on jury duty shall receive his/her 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, personal holiday or CTO to cover the time off.~~

15.18 An hourly employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.

15.19 An employee who receives initial notification that he/she is subject to jury duty shall notify the appropriate administrator.

15.20 The employee is required to notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.

15.21 Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for the actual time spent on jury service and grand jury service, including travel time to and from jury duty service, not to exceed the number of hours in the employee's normal work day and the employee's normal work week. If an employee's jury service is for more than 50% of their assigned work shift, employees do not need to report for work following the completion of jury service.

Upon the request of the employee, the CSU shall accommodate a summons to jury duty service, including on-call jury duty service, with a change in shift assignment.

~~Upon request, an employee on swing or graveyard shift who serves on jury duty shall be reassigned to the day shift and shall be assigned to a Monday through Friday day-shift schedule, while on jury duty. Upon request an employee on an irregular shift shall also be assigned to a Monday through Friday day-shift schedule while on jury duty.~~

Leave to Vote

15.22 An employee who would otherwise be unable to vote outside of his/her regular working hours may be granted up to two (2) hours of work time without loss of pay to vote at a general, direct primary, special, or presidential primary election.

An employee shall be required to request such leave time in writing from the appropriate administrator at least two (2) working days prior to the election.

Leave to Serve as Precinct Officer

15.x1 The CSU shall approve leave, if it is available, for an employee to serve as a precinct officer for a state or local election, provided that campus operational needs are met. If such leave is denied due to campus operational needs, **at the employee's request**, the appropriate administrator shall explain to the employee the campus operational needs.

Absence as a Witness

15.23 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.

15.24 An employee who is absent as a court-subpoenaed witness or 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.

15.25 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, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.

15.26 An employee (including hourly employees) serving as a court-subpoenaed witness on a holiday or while on vacation or on compensatory time off (CTO) shall serve on his/her own time.

15.27 An employee who is a party to a suit or 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.

15.28 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 Provisions 19.17 and 19.18 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 parties to a suit, who serve as court-subpoenaed witnesses, or who serve as expert witnesses unless they do so on behalf of the CSU and as a result of the exercise of their duties during working hours.

Military Leave

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

Supplement to Industrial Disability Leave (IDL)

15.30 Upon written notification to the CSU by an eligible employee, he/she may elect to supplement IDL payments with charges to his/her accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which the IDL is being paid.

15.31 Such supplement shall continue until the employee has exhausted his/her accrued sick leave or until the employee provides to the CSU written notification he/she wishes to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.

15.32 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.

15.33 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Parental Leave

15.34 ~~Parental Leave shall refer to a leave for the purpose of a parent preparing for the arrival, guardianship and/or care of a new child/grandchild, up to his/her sixth (6th) birthday due to the birth, adoption, or foster care assignment of the child/grandchild with the employee~~.

Parental Leave shall refer to a leave for the purpose of a parent preparing for the arrival of, or a parent or legal guardian caring for, a new child, up to his/her eighteenth (18th) birthday, to the employee's immediate family due to the birth, adoption, foster care assignment, or legal guardianship of the minor child with the employee.

An employee shall be entitled to a maximum of ~~up to~~ thirty (30) workdays Parental Leave (as defined above, and subject to the requirements of Provision 28.7) per calendar year, with pay which shall commence within sixty (60) days of the arrival of a new child. Such leave shall be taken consecutively, unless mutually-agreed otherwise by the employee and the appropriate administrator. Parental Leave is normally taken in daily increments. Such leave shall be in addition to available sick leave and to available vacation under Article 14. Paid Parental Leave runs concurrently with any other related leaves for which the employee is eligible.

~~Five (5) days of non-consecutive paid time shall be available upon approval of the appropriate administrator for the purpose of handling issues related to the placement with the employee of an adopted or foster child, who is six (6) to eighteen (18) years of age. The days must be taken within one (1) year from the date of the placement of a child with an employee and shall only be taken in full day increments~~.

Organ Donor and Bone Marrow Leave

15.x2 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.

For the CSU

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