

## ARTICLE 15

### LEAVES OF ABSENCE WITH PAY

#### Sick Leave

- 15.1 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.
- 15.2 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.
- 15.3 Sick leave may be accumulated without limitation. No additional sick leave with pay beyond that accumulated shall be provided.
- 15.4 An employee shall be responsible for reporting an absence to the appropriate administrator promptly, and preferably before the start of the shift.
- 15.5 An employee shall be responsible for promptly signing and returning the absence form to the appropriate administrator.
- 15.6 An employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave, or when the appropriate administrator has reasonable cause to believe that there has been an abuse of sick leave. When the appropriate administrator has reasonable cause to believe that there has been an abuse of sick leave, the administrator shall notify the employee of this requirement for future absences.
- 15.7 When an employee is eligible for sick leave, the appropriate administrator shall authorize sick leave for the following:
- 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. family care, meaning illness or injury in the immediate family;

- e. death of a person in the immediate family as defined by provision 15.10 of this Article.
- 15.8 An employee, upon reasonable advance request, shall be granted up to forty (40) hours of accrued sick leave for bereavement during any one calendar year.
- 15.9 Sick leave for family care is primarily for emergency situations. Up to seven (7) days of accrued sick leave credit may be used for family care during any one (1) calendar year. The appropriate administrator may authorize the use of additional sick leave for family care upon request by an employee.
- 15.10 "Immediate family" as used in this article shall mean:
- The employee's spouse or registered domestic partner;
  - The employee, spouse or registered domestic partner's: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), aunt, uncle;
  - The employee's son-in-law, daughter-in-law;
  - A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.
- 15.11 An employee may be required to undergo a medical examination as directed by the President to determine the employee's ability to perform their required duties. Any medical exams required of employees by the CSU shall be paid for by the CSU, provided that the physician is selected by the CSU. Time required to travel to and from the physician's office and time spent at the physician's office shall be considered time worked.
- 15.12 In the event an employee disagrees with the medical findings of the CSU-selected physician, the employee shall have the right to examination by a physician of the employee's choice. The employee shall be required to bear the cost of such examination and shall charge any absence due to such examination to accumulated sick leave credits. The CSU shall consider the medical report from the employee's physician.
- 15.13 Under no circumstances may an employee be granted sick leave for days during layoff periods or during a leave of absence without pay.
- 15.14 An employee who has exhausted their sick leave or disability leave may be granted unpaid sick leave or may use their vacation credits or compensatory time off (CTO). Use of unpaid sick leave, vacation credits, or CTO shall be by mutual agreement of the employee and the appropriate administrator.

## **Bereavement Leave**

- 15.15 For each death of an immediate family member, as defined by Provision 15.10, upon request to the President, the employee shall be granted five (5) days leave with pay. The employee shall give notice to the appropriate administrator as soon as possible and shall, if requested by the appropriate administrator, provide substantiation for the request upon the employee's return to work.
- 15.16 A leave granted in accordance with provision 15.15 may be supplemented in accordance with provision 15.8 of this Article.

## **Time Off to Vote**

- 15.17 If an employee does not have sufficient time outside of their working hours to vote at any general, direct, primary, or presidential primary election, the employee may take a sufficient amount of working time to enable the employee to vote. Not more than two (2) hours of such time shall be provided to an employee without loss of pay. Time off for voting shall be provided only at the beginning or end of the employee's regular work shift, unless otherwise mutually agreed.
- 15.18 If an employee knows of their need for time off to vote on the third working date before the day of the election, the employee shall give notice that they desire time off, in accordance with provision 15.17, to the appropriate administrator at least two (2) days before the election.

## **Absence as a Witness**

- 15.19 Employees serving as court-subpoenaed witnesses or as expert witnesses in the interest of the CSU shall seek 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.
- 15.20 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 CTO shall be used in such cases.
- 15.21 An employee who receives court fees in excess of regular earnings may retain 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 a period of absence.

- 15.22 A reasonable number of employees who are serving as witnesses at state administrative hearings to which the CSU is a party shall be provided with reasonable release time for appearance at the hearing. Such employees need not be subpoenaed and need not seek witness fees. Release time shall be provided only upon prior notification to the appropriate administrator.
- 15.23 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 the employee's 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.

### **Jury Duty**

- 15.24 An employee who serves on jury duty shall receive their regular salary for the time spent on jury duty if they remit 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, their time off for jury duty is not compensable. The employee may elect to use vacation credit or CTO to cover the time off.
- 15.25 An hourly employee shall be eligible for time off with pay for jury duty only for those hours they were scheduled to work.
- 15.26 An employee who is called for jury duty shall promptly notify the appropriate administrator and shall make efforts to arrange jury duty services at a time least disruptive to their work schedule.
- 15.27 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.
- 15.28 When night jury service is required of an employee, the employee shall be allowed time off without loss of compensation for such portion of the required time that coincides with the employee's normal work schedule. Such time off shall include any necessary travel time.
- 15.29 For an employee summoned to jury duty during hours other than the employee's regular and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the following:
- a. Cal Maritime currently maintains an appropriate work shift that utilizes the

employee's classification; and

- b. The operational needs of Cal Maritime permit such reassignment.

15.30 The provisions of this Article shall also apply during the jury selection process.

### **Military Leave**

15.31 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees, in accordance with State and Federal laws.

### **Industrial Disability Leave**

15.32 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**

15.33 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.

The following provisions shall apply:

- a. An employee, the employee's 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 occurrence in increments of one (1) hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement only Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the State Compensation Insurance Fund upon 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.

- 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 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.
- 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 exclusive representative of CSU employees 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 their accrued vacation credits and all of their 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.

### **Parental Leave**

15.34 An employee shall be entitled to up to fifteen (15) workdays "parental leave" with pay, in a twelve (12) month period to care for a new infant(s) or adopted child(ren) up to age five (5). The days must be taken consecutively and shall commence within sixty (60) days upon the birth or placement of a child(ren). By mutual agreement between

the President and the employee, the scheduling of this leave may be modified. Such leave shall be in addition to available sick leave and vacation. Paid parental leave granted in accordance with this provision runs concurrently with other maternity/paternity, pregnancy disability and/or family care and medical leave provisions of Article 16 for which the employee may be eligible.

- 15.35 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.