

AGREEMENT

Between

**WEST HILLS COMMUNITY
COLLEGE DISTRICT**

And

**CALIFORNIA SCHOOL EMPLOYEES
CHAPTER 429**

2020-2023

ARTICLE 16. LEAVES

16.1 Sick Leave

Members of the unit shall accrue, on a monthly basis, twenty-one (21) days of sick leave with pay for each school year. The amount of days posted will be 1.75 days, or fourteen (14) hours per month for full time employees and shall be prorated for part time employees. Employees will notify their supervisor of illness as early as possible before the absence; however, the supervisor should be notified no later than one half hour before the employee's scheduled start time, whenever practicable, except that Child Development Center employees shall notify their supervisor at least one (1) hour ahead of the scheduled start of their shift, whenever practicable. Parties agree that voicemail or email is sufficient for notification of absence. Examples of sick leave use can be (but are not limited to) illness, doctor appointment, surgery, or dentist appointment for the employee.

Any unused portion of the sick leave will be cumulative indefinitely and will be transferred to another school district upon the employee's request.

Unused sick leave accrued in California public school district where the employee worked for at least one (1) full year, and where there is no break in service during the change from the original district to the West Hills Community College District, may be transferred to the West Hills Community College District upon the application of the employee and verification by the previous employer(s). Official verification of unused sick leave must be forwarded to the Human Resources Department, and it will be credited to the employee's sick leave balance.

A unit member who is absent because of illness will sign a request for time off duty form. The District will require a written statement from a physician if the absence extends beyond five (5) consecutive working days or if a supervisor reasonably suspects abuse of leave.

A unit member when on a leave of absence other than paid leave will maintain accumulated sick leave credit, but will not accumulate any additional sick leave during the period of such unpaid leave.

Deductions for any persons placed under quarantine will be made on the same basis as if the employee were ill.

16.2 Personal Necessity Leave

Unit members may use accumulated sick leave for personal necessity.

A unit member may use accumulated sick leave benefits in a school year for any of the following purposes:

16.2.1 The death of a member of the employee's immediate family as defined under Article 16.3, "Bereavement Leave".

16.2.2 Accident or illness involving an employee's person or property or that of the employee's immediate family.

16.2.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. The employee utilizing leave under Sections 16.2.1, 16.2.2, or 16.2.3 above shall verify on the approved District form that the employee has taken a leave for one of the reasons listed above. Advance permission is required for reasons under Section 16.2.4.

16.3 Bereavement Leave

Unit members shall be entitled to a leave with pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period no to exceed three (3) consecutive working days, or five (5) consecutive working days if out of state travel is required. Unit members may use accumulated sick leave to extend a leave for the death of any member's immediate family.

The "immediate family" is defined as husband, wife, mother, registered domestic partner, father, sister, brother, son, daughter, aunt, uncle, niece, nephew, mother-in-law, father-in-law, grandmother, grandfather, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee.

16.4 Military Leave

An employee shall be entitled to all military leaves and benefits as provided by Education Code section 87832 and Military and Veteran's Code sections 389 and 395-395.4.

16.5 Industrial Illness and Accident Leave

In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this state, employees shall be entitled to the following benefits:

16.5.1 Employees 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) workdays 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 employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Payment of wages lost on any day shall not, when added to an award granted the employee under Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation. 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, an employee is still receiving temporary disability payments under Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, the employee 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.

- 16.5.2 Employees released by a physician from industrial accident and illness leave shall be returned to their prior position so long as the physician's release contains no restrictions and there is no other medical evidence stating that the employee is unable to return to work without restrictions or that the employee is a qualified injured worker. The District shall grant rights under the Labor Code, the Fair Employment and Housing Act ("FEHA"), and the Americans With Disabilities Act ("ADA") to employees who meet the criteria stated under those laws.
- 16.5.3 Any time an employee on industrial accident or illness leave is able to return to work, the employee shall be reinstated in the same position without loss of pay or benefits.
- 16.5.4 An employee must have completed one (1) calendar year of service with the District to qualify for industrial accident and illness leave. Such leave of absence will commence on the first day of absence on or after the first day of required service.
- 16.5.5 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 the position, the employee, if not placed in another position, shall be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, employees shall be employed in a vacant position in the class of their 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 employees shall be listed in accordance with appropriate seniority regulations. (Ed. Code 88192(g).)

16.6 Pregnancy Leave

A member of the bargaining unit shall be granted a leave of absence for reasons of pregnancy, miscarriage, childbirth, and recovery therefrom. The request for leave, except in the case of a miscarriage, shall be submitted to the Chancellor or designee as far in advance as possible.

The length of leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be up to four (4) months as determined by the unit member and the unit member's physician.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under the health or temporary disability insurance or sick leave plan available to unit members.

Any accrued sick leave and entitlement to other sick leave may be used for pregnancy purposes.

In the event the unit member is unable to return to duty after the expiration of an approved pregnancy leave, the District may grant additional personal leave without pay not to exceed one (1) school year beyond the school year in which the birth occurred.

An employee who is granted pregnancy leave shall not lose other benefits included under the terms of this Agreement for which the employee qualifies.

Before returning to work, the employee shall obtain a statement from her doctor indicating that she is able to do so. Nothing in this policy shall preclude an employee's right to any other District benefits for which the employee may qualify.

16.7 Personal Business Leave

Unit members may use up to five (5) days (40 hours) per fiscal year of accumulated sick leave for Personal Business. Personal business days do not carry over from year to year and must be used in the year in which they are designated. Such leave may be taken in hourly increments. No more than five (5) unit members shall be allowed absence for such leave at any one time.

Pursuant to the California Educational Partnership Act, unit members may use up to five (5) days (40 hours) per fiscal year of accumulated vacation or personal business, or comp time to find, enroll, or reenroll their child in a school or with a licensed child care provider, to participate in the activities of the school or child care provider, or to attend or to address a child care provider or school emergency. These days do not carry over from year to year and must be used in the year in which they are designated. Such leave may be taken in hourly increments. Unit members shall provide reasonable notice to their immediate supervisor of the planned absence. Upon request from their immediate supervisor, unit members shall provide documentation from the school or licensed child care provider as proof that the employee engaged in child-related activities.

16.8 Jury Duty

Jury duty is defined as a summons or order from a court requiring the employee to report for prospective service as a juror. Jury duty does not include appearance as a litigant or witness except in a case where the District is also a party to the action.

Employees who are called for jury duty will be granted the necessary time off with pay to fulfill their duty obligation. Employees will notify their appropriate area administrator as soon as the employee receives notice to appear for selection as a trial juror.

Where an employee summoned for jury duty is not required by the court to be physically present for duty (for example, on-call status) or when the employee is required to be physically present for four (4) hours or less, the employee shall report for duty for whatever portion of the shift remains to be worked that day, if feasible.

Employees serving as a member of a jury will receive their full pay from the District, provided the employee signs over and remits all compensation received for such jury duty, exclusive of mileage, to the District.

16.9 Quarantine

An employee whose place of residence is quarantined by the county health officer shall receive full salary for up to five (5) days during the period of quarantine, per separate

illness (i.e., different types of illness), per fiscal year. Thereafter, the employee shall use sick leave for any additional time off due to quarantine(s) in the same fiscal year.

A statement from a qualified physician and/or public health authorities relative to the quarantine restriction shall be required in all cases.

16.10 Family and Medical Leave

Article 16.10 through 16.10.11 will apply only to the administration of the Family and Medical Leave Act.

Under the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 (collectively, "the Acts"), eligible employees are entitled to up to twelve (12) work-weeks (prorated for part-time employees) of unpaid, job-protected leave within a twelve (12) month period for family and medical reasons. The West Hills Community College District ("District") intends to comply with the Acts and their pertinent regulations, and the Acts governs the interpretation of this policy.

The following conditions, requirements, and procedures shall apply when requests for family care of medical leave are made:

16.10.1 Employee Eligibility

To be eligible for benefits under the Acts, an employee must:

16.10.1.1 Have worked for the District for at least twelve (12) months;

16.10.1.2 Have worked at least 1,250 hours over the previous twelve (12) months for the District (by example, 182 days x 7 hours = 1,274 hours); and

16.10.1.3 Be one of at least fifty (50) employees employed by the District within seventy-five (75) miles of the employee's work-site.

16.10.2 Reasons for Taking Leave

A leave request from an eligible employee must be granted for any of the following reasons:

16.10.2.1 Birth of the employee's child;

16.10.2.2 Placement of a child with the employee for adoption or foster care;

16.10.2.3 Care for the employee's child, spouse, or parent with a serious health condition;

16.10.2.4 The employee's own serious health condition that keeps the employee's own job function from being performed;

- 16.10.2.5 A qualifying exigency arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces ("qualified exigency");
- 16.10.2.6 To care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin ("military caregiver").

16.10.3 Advance Notice of Leave and Medical Certification

Employees will provide (1) advance written notice of the leave request and (2) medical certifications whenever a serious health condition is involved.

16.10.3.1 If the need for the leave is foreseeable, employees will provide thirty (30) days advance written notice. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.

16.10.3.2 If the leave is to care for a child, spouse or parent with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:

16.10.3.2.1 Date of commencement of the serious health condition;

16.10.3.2.2 Probable duration of the condition;

16.10.3.2.3 Estimated amount of time the health care provider will provide care;

16.10.3.2.4 Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform the job functions.

16.10.3.3 The District may require a second and third medical opinion regarding an employee's serious health condition at the District's expense. When the duration for the leave is uncertain or the estimated time for the leave expires and the employee remains out of work, the District may require subsequent recertification.

16.10.3.4 If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.

16.10.3.5 An employee's advance notice and medical certification may be required to be given to the employee's supervisor. The supervisor may then determine the timeliness of the notice and medical certification and whether or not the leave will be recommended for approval to the Chancellor. The amount of leave actually granted by

the District may be determined by what is reasonable under the circumstances.

- 16.10.3.6 Failure to provide advance notice and medical certification when necessary may delay the granting of leave until such requirements are met.

16.10.4 Continuation of Health Coverage And Other Job Benefit Plan

- 16.10.4.1 An employee taking leave under this section will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave.
- 16.10.4.2 If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.
- 16.10.4.3 Employees may, at their expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

16.10.5 Intermittent Or Reduced Schedule Leave.

An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

- 16.10.5.1 Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.
- 16.10.5.2 Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.

16.10.6 Substitution of Paid Leave and Other Leave Requests

An employee must substitute accrued vacation or other paid leave, including sick leave where applicable (i.e., for the employee's own serious health condition), for the unpaid family care leave entitlement.

Any paid or unpaid leave taken which meets the requirements of section 16.10.2 will be counted as part of the employee's family care leave entitlement. This means that family care leave runs concurrently with any other leave that meets the requirements of family care leave under section 16.10.2.

16.10.7 Maternity

A woman on maternity leave will not start using family care leave until her disability period is over (i.e., when their physician takes her off pregnancy related disability). Thus, although family leave due to an employee's serious health condition would normally run concurrently with sick leave where the employee is out for more than there days with a serious health condition, this will not apply in the case of disability due to pregnancy.

16.10.8 Spouses Who Work for the District

Spouses employed by the District are jointly entitled to a combined total of twelve (12) workweeks of family leave for the birth or placement of a child with them. There is no limitation of entitlement for leaves taken for the serious health condition of their child.

16.10.9 Period of Eligibility

The twelve (12) workweek period (twenty-six (26) workweeks for military caregiver leave) of entitlement commences on the first day of the leave.

16.10.10 Seniority, Employee Benefits and Break in Service

An employee on leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on leave will not accrue seniority or additional benefits, such as vacation, sick leave or similar benefits, during the leave. The leave will not constitute a break in service for purposes of longevity and seniority.

16.10.11 Reinstatement of Employment and Fitness for Duty Report

Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.

16.11 Entitlement to Other Sick Leave

When unit members are absent from their duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the employee's absence.

Entitlement to sick leave provisions under this section shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation, or other available paid leave has been exhausted.

16.12 Other Leaves of Absence

A regular employee may be granted a leave of absence with or without pay by the Board of Trustees upon recommendation of the Chancellor, for a period not to exceed one (1) year when such action is not contrary to the best interests of the District. Leaves of absence will terminate at the end of the fiscal year, June 30, but may be extended or renewed.

16.13 Break in Service

No absence under any paid or unpaid leave provisions of this Article shall be considered as a break in service for any regular classified employee.

Upon return, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

16.14 Sick Leave Donation

16.14.1 Classified bargaining unit employees may donate unused sick leave to another employee when that employee suffers from a catastrophic illness or injury pursuant to Board Policy, the terms of Administrative Regulation, the Collective Bargaining Agreement between the District and the unit and Education Code section 87045.

16.14.2 For purposes of Sick Leave Donation, "Catastrophic illness or injury" shall mean an illness or injury:

16.14.2.1 that is expected to incapacitate the receiving employee for an extended period of time in excess of twenty (20) working days beyond the employee's paid leave entitlement; and

16.14.2.2 which would create a financial hardship for the receiving employee because the employee has exhausted all sick leave and other paid time off.

16.14.3 Sick leave may be donated by one employee to another employee, as set forth above, subject to the following requirements.

16.14.3.1 Recipient Employees In order to receive donated sick leave from other employees under this provision an employee must:

16.14.3.1.1 Submit a written request to receive donated leave pursuant to this section.

16.14.3.1.2 Verify the existence of a "catastrophic illness or injury" as defined above. An employee must provide written medical verification of the catastrophic illness or injury from an appropriate licensed health care provider. The District, in its discretion, may require a second medical

opinion from a licensed health care provider of its choice.

16.14.3.1.3 Verify the exhaustion of all sick leave and other paid time off.

16.14.3.2 Donor Employees In order to donate sick leave to another employee pursuant to this section, an employee must:

16.14.3.2.1 Submit a written authorization to donate sick leave to a properly designated eligible employee, identifying the receiving employee and the number of sick leave days to be transferred to the receiving employee.

16.14.3.2.2 Have at least twenty-five (25) days of accumulated sick leave.

16.14.3.3 An employee may only donate a maximum of ten (10) days accumulated sick leave to a designated eligible employee.

Sick leave donations shall be deducted and credited in eight (8) hour increments for full time employees and four (4) hour increments for part time employees.

16.14.3.4 The fact of the donation and the identity of the donor and recipient shall be a confidential personnel matter.

16.14.4 Sick leave donations pursuant to this provision shall be deducted from the donor's account and credited to the recipient's account. Such donations shall be unconditional and irrevocable. An employee who donates sick leave pursuant to this provision shall lose all rights or entitlement to that sick leave whether or not the donated sick leave is used by the recipient employee.

16.14.4.1 Donated sick leave will be credited between the first (1st) and the fifth (15th) of each month, and any donations made after the fifth (15th) of any given month will be credited at the beginning of the following month.

16.14.4.2 Donated sick leave shall thereafter be treated, for tax, PERS, and other purposes, as though the recipient had earned it.

16.14.5 For all donations under this provision, there shall be no adjustment made for differences in individual salary between the donor and recipient. Thus, recipients will receive their regular daily salary for each sick leave day donated, regardless of whether the donor's salary is greater or less than the recipient's salary.

16.14.6 Exhaustion of all sick leave as described herein includes all accumulated sick leave, all other accrued paid leave, and all sources of payment, including Workers' Compensation benefits. The recipient must be in unpaid status and must be unable to return to work at the time of the donation.

16.14.6.1 For purposes of this section, "all other accrued paid leave" shall include vacation leave, compensation time, and differential pay.

16.14.6.2 Any leave provided under the State or Federal Family Leave Acts shall run concurrently with any other paid leave.

An employee receiving donated sick leave pursuant to this provision may only use the sick leave while the employee suffers the catastrophic illness or injury that precipitated the transfer of the sick leave. Donated sick leave days are only collected and posted to the recipient after the recipient has been absent.

16.14.7 Any sick leave donation made pursuant to these provisions shall be final and binding. There shall be no remedy within the District for an alleged right to recover donated sick leave.

16.14.8 An employee may not use donated sick leave credits for a period exceeding twelve (12) consecutive months. An employee who receives donated leave pursuant to this provision shall use any leave credits the employee continues to accrue on a monthly basis prior to using donated leave.

16.14.9 The parties acknowledge that at some time in the future, the faculty unit may negotiate a sick leave donation program. If so, the parties agree that, at that time, members of both units may donate sick leave to each other in accordance with Education Code, Board Policy, Administrative Regulations and the mutually agreed upon terms of the respective Collective Bargaining Agreements.

16.15 Campus closures during Spring and Winter breaks: If the District determines that it is in the best interests for the campus to be closed during either the Winter break (the two (2) weeks covering Christmas Day and New Year's Day) or Spring break, the following shall apply:

16.15.1 The District may require some staff to perform essential tasks on site during campus closure. Additionally, employees may request to work remotely during campus closure, subject to written approval of the appropriate campus or District immediate supervisor. Employees who are not approved to work remotely shall use annual accrued leave at Winter Break and Spring Break not covered by existing holidays.

16.15.2 All comp time must be taken first. All subsequent time will be split between Personal Business and vacation at 50% each. All employees will have the option to take the time off as all vacation or Leave Without Pay.

16.15.3 The District will provide at least 45 days' notice to CSEA of its intent to keep campus open during either Winter Break or Spring Break.

16.16 Paid Parental Leave

Unit members may use sick leave for the purposes of parental leave for a period of up to twelve (12) workweeks in accordance with Education Code §88196.1. If the unit member exhausts all available sick leave during the period of absence permitted under this section,

the unit member shall receive not less than 50% of their regular salary for the remaining portion of the twelve (12) workweek period.