

TENTATIVE AGREEMENT
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

June 27, 2017

ARTICLE 14: LEAVES

14.1 BEREAVEMENT LEAVE. Unit members shall be entitled to a paid leave of absence, not to exceed three (3) days, or five (5) days if travel out-of-state or a round trip of over 500 miles is required, on account of the death of any member of his/her immediate family. Member of the immediate family means mother, father, grandparent, or grandchild of the unit member or the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member or any relative living in the immediate household of the unit member. Absences due to bereavement leave should be recorded on the member's work report.

14.2 JUDICIAL LEAVE. Unit members called for mandatory jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, during working hours, shall be entitled to paid leave in the amount of the difference between the unit member's regular earnings and the amount of fees received as a juror, subpoenaed witness as an employee of the DISTRICT, or litigant on behalf of the DISTRICT, excluding allowances for meals, mileage, or parking. Absences due to judicial leave should be recorded on the member's work report.

14.2.1 A unit member's jury duty hours plus the hours from court to work plus any workday shift assignment for that day should not exceed nor be less than the unit member's regularly assigned number of work hours for that day. The DISTRICT shall assess any unusual work shift on an individual basis, taking into consideration what is reasonable under the circumstances giving due respect to the needs of the DISTRICT and the health and welfare of the unit member.

14.2.2 Unit members called for jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, shall notice the DISTRICT as soon as possible upon receipt of the summons. The DISTRICT will require unit members absent on jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, to submit verification from the court indicating the reporting and release times.

14.3 MILITARY LEAVE. A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Request for such military leave shall be made in writing and verified by a copy of the military orders requiring military duty. Absences due to military leave should be recorded on the member's work report.

14.4 SICK LEAVE. Members of the bargaining unit employed by the DISTRICT five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render to the DISTRICT. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime. Absences due to sick leave should be recorded on the member's work report.

14.4.1 Members of the bargaining unit, employed five (5) days a week, who are employed for less than a full fiscal year are entitled that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12). Members of the bargaining unit employed less than five (5) days per week or forty (40) hours per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days or hours he/she is employed per week bears to five (5) days or forty (40) hours.

14.4.2 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.

14.4.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.

However, a new unit member of the DISTRICT shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under this section, until the first day of the calendar month after completion of six (6) months of active service with the DISTRICT.

14.4.4 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 a condition of illness. Eligible employees are entitled to receive compensation at their regular rate of pay charged against credited sick leave for the workdays missed during the period of disability, provided that Human Resources receives a medical status report from the attending physician.

14.4.5 If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.

14.4.6 Members of the bargaining unit absent due to surgery, serious injury or illness for more than five (5) consecutive assigned workdays shall be required to submit a medical release from a physician to Human Resources prior to being permitted to return to work. A member absent for more than five (5) workdays shall notify Human Resources of his/her approximate return date.

14.4.7 Members of the bargaining unit may be required to submit to medical examinations, at the DISTRICT'S expense, at the discretion of the DISTRICT.

14.4.8 A unit member who has been employed by some other school DISTRICT for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position in this DISTRICT and has not been terminated by an action initiated by the employer for cause, and who subsequently accepts within one (1) year of such termination, a

position with the DISTRICT, shall upon request have transferred with him/her all of the unused accumulated sick leave.

14.4.9 The DISTRICT may cancel all sick leave rights or accumulations when a unit member severs all official employment connection with the DISTRICT and all accumulated sick leave may be transferred pursuant to the provisions in Section 88202 of the Education Code. A unit member who has any sick leave benefits earned but unused on the date of retirement may have those converted to retirement credit if appropriate in accordance with applicable law. Upon retirement, if sick leave cannot be used for retirement credit, sick leave will be converted to vacation days as follows:

- a. A ratio of five (5) sick days (40 hours) to 1 vacation day (8 hours). Unit members working less than full time shall be prorated accordingly.
- b. Only days earned while employed for the SBCCD are eligible for conversion benefits.
- c. Only employees who have rendered five (5) years or more of unbroken service to the SBCCD are eligible for conversion benefits.
- d. The maximum number of vacation days which may be converted shall not exceed the number of days the retiring unit member earns annually under the provisions of Article 19, Section 19.1.2.

14.4.10 A unit member shall be credited once a fiscal year with the total of not less than 100 working days of paid sick leave, excluding sick days under Article 14.4. Such days of paid sick leave in addition to those days of sick leave under Article 14.4 shall be compensated at 50% of the member's regular salary. Such additional days shall be exclusive of any other paid leaves, holidays, vacation or compensatory time to which the member may be entitled. The 100 working days of extended sick leave shall be allocated on July 1st of each fiscal year; the 50% (half pay) extended sick days will be utilized only after all accrued regular full-pay sick leave is exhausted. Any remaining 50% half pay extended sick leave will not carry forward to the next fiscal year. At the conclusion of the 100 working days of 50% half pay extended sick leave the member may elect to use any other available leaves.

14.4.11 Unit members who have given forty-eight (48) hours' notice and have been released for a doctor or dental appointment have the option to work an extended day or to utilize sick leave. The additional hours constituting an extended day shall be equal to the period of time that the employee was absent, but not in no event shall exceed two (2) hours. Time may be made up during the week in which the absence occurred. The unit member and the supervisor shall mutually agree on the time.

14.4.12 Sick leave shall be taken in increments of not less than one-quarter (1/4) hour.

14.4.13 A unit member shall contact his/her immediate supervisor, or their designee, as soon as the need to be absent is known or at the beginning of the work shift. This does not apply where the unit member cannot reasonably provide the notification. The unit member shall inform his/her immediate supervisor, or their designee, as to the expected date of return. Required

documentation shall be submitted to Human Resources. Absences extending more than five work days are subject to the provisions in section 14.4.14.

14.4.14 The DISTRICT may require a unit member to provide to Human Resources written verification of illness or injury by a licensed physician for any absence that exceeds five (5) workdays for which entitlement to sick leave is claimed under this Article and reported on the employee absence form. The verification shall include a statement that the unit member is able to perform his/her duties without restriction. The verification shall also include the date upon which the member is released to full duties

14.4.15 **SICK LEAVE STATUS REPORT.** All unit members shall have access to view their individual status report online

14.4.16 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months.

14.5 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** Absences due to Industrial leave should be recorded on the member's work report. Unit members shall be entitled to industrial accident and illness leave in accordance with current Education Code and the following provisions.

14.5.1 A unit member suffering an injury or illness arising out of, and in the course, of his/her employment, shall be entitled to a leave of 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.

14.5.2 Payment for wages on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of this State, exceed the normal wage for the day. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board of Trustees, the unit member may endorse to the DISTRICT wage loss benefit checks received under the Worker's Compensation laws of this State. In the absence of such endorsement, the DISTRICT shall pay the difference between the wage loss benefit check and any entitlement the employee may have.

14.5.3 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 will then be used. If however, a unit member is still receiving Worker's Compensation benefits at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

14.5.4 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months.

14.5.5 Leave under this Section shall commence on the first day of absence. The DISTRICT may select the examining physician and require a physician's report as verification of illness or injury due to industrial accident or illness.

14.5.6 Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

14.5.7 In order to be eligible for leave under this Section, a unit member must have served as an employee of the DISTRICT continually for a period of nine (9) months.

14.6 PERSONAL NECESSITY LEAVE. Absences due to personal necessity leave should be recorded on the member's work report. Any days of leave of absence for illness or injury under Section 14.4 of this Agreement may be used by a unit member, at his/her election in cases of personal necessity, including, but not limited to any of the following:

- a. Death of a member of his/her immediate family.
- b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. Appearance in court as a litigant, party or witness under subpoena or any order made with justification. If the unit member receives payment for this appearance, such payment will be forfeited to the DISTRICT.
- d. A serious illness of a member of the family.
- e. Such other reasons approved by the DISTRICT.

No earned leave in excess of seven (7) days may be used in any school year for leave under this Section. Under no circumstances shall leave be available for purposes of recreation of any kind, engaging in other employment of any kind, including direct or indirect self-employment, social events, vacation, any concerted refusal to work, pursuit of other business, financial or economic interests of the employee, or any illegal activity. For purposes of this Section, members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse/registered domestic partner of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

14.7 UNAUTHORIZED LEAVE. Absences due to unauthorized leave should be recorded on the member's work report. Any unit member absent without being on approved leave shall have deducted from his/her salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member. Failure to notify the DISTRICT of the anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave.

14.8 BREAK IN SERVICE. No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

14.9 **ADDITIONAL LEAVE.** The DISTRICT may grant, in addition to the leaves set forth hereinabove, such additional leaves of absence, with or without pay, for such purposes and periods of time as it deems advisable.

14.10 **AUTHORIZED LEAVE VERIFICATION.** Prior or subsequent to approval of any paid leave, the DISTRICT may require a unit member to furnish a doctor's certificate, affidavit or other documentation, on forms prescribed by the DISTRICT, as verification of illness or other reason for authorized leave. Verification may be required when the DISTRICT has reason to question the validity or any request for approved leave.

14.11 **(NEW LANGUAGE) PARENTAL LEAVE AND FAMILY CARE.** Absences due to Parental Leave and Family Care should be recorded on the member's work report.

14.11.1 **PARENTAL LEAVE/BONDING.** The DISTRICT will allow the use of paid sick leave for parental leave bonding up to a period of twelve (12) weeks within the first ~~six (6) months~~-year following the birth or adoption of a child. **A unit member shall not be provided more than one 12-workweek period for parental/bonding leave during any 12-month period.**

14.11.2 **FAMILY CARE.** The DISTRICT will allow the use of paid sick leave for family care leave for care of a disabled or seriously ill immediate family member for a period of up to twelve (12) weeks.

14.11.3 Leave under this section is subject to the following provisions:

- a. The unit member must have served as an employee of the DISTRICT continuously for a period of one (1) year, **however, the unit member is not required to have 1,250 hours of service during the previous 12-month period in order to take parental/bonding leave.**
- b. Sections 14.11.1 or 14.11.2 individually or in combination may not exceed a total of twelve (12) weeks in any twelve (12) month period.
- c. Upon exhaustion of sick leave, an employee may utilize difference in pay up to completion of the twelve-week period.
- d. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and employee.
- e. For purposes of this Article, members of the immediate family means the mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee or any other individual whose legal residence is in the immediate household of the employee.

14.12 **STATE AND FEDERAL LEAVE LAWS.** Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Act (PDA) benefits are available to classified employees as entitled under current state and federal law. Upon request, the DISTRICT shall provide the employee a copy of their rights and benefits.

All Federal and State Leave benefits will be calculated for eligibility and use on a 12 month basis.

- a. In cases of non-pregnancy related illness, FMLA and CFRA will apply and run concurrent with Sick Leave (Article 14.4)
- b. In cases of pregnancy related illness, FMLA and PDA will apply and run concurrent with Sick Leave (Article 14.4).
- c. In cases of family care, FMLA and CFRA will apply and run concurrent with Parental Leave and Family Care (Article 14.11).

14.13 Catastrophic Illness Leave. The purpose of this program is to permit employees with a catastrophic injury or illness to solicit individual donations of sick leave and/or vacation and/or comp time leave from fellow employees.

All requests submitted to the Vice Chancellor of Human Resources are handled with confidentiality and upheld throughout the process. The District will make every effort to protect the identity and privacy of the catastrophic illness leave recipient.

14.13.1 Definition of Catastrophic Leave: The intent of this program is to permit employees to donate eligible leave credits to an employee when that employee or a member of his or her family suffers from a catastrophic illness or injury. For purposes of this Article a catastrophic illness or injury is defined as one which is expected to incapacitate the employee or a member of his/her family for an extended period of at least forty-five (45) or more calendar days or is, according to competent medical evidence catastrophic, likely to incapacitate the employee or family member or be characterized as terminal.

A catastrophic leave donation request may be initiated immediately, using the process defined below, at the moment the need is known. However, Catastrophic Leave will not begin until all leaves have been exhausted as defined in this Article.

For purposes of this Section, "family" means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse/registered domestic partner of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

14.13.2 Recipient Requirements The recipient:

- a. Is a regular, non-probationary bargaining unit member who has exhausted all accrued paid leave credits, including sick leave, vacation and comp time.
- b. Is incapacitated/absent for an extended period of time no less than 45 calendar days"
- c. Is incapacitated during assigned time. For example, in the case of 10 or 11-month employee only assigned time will be considered.

- d. May use donated time in partial day increments.
- e. May initially request not more than sixty (60) days. A unit member may request an additional sixty (60) days by filing an additional request.
- f. Requests for donated leave credits in writing to Human Resources. A fellow employee, supervisor, family member, Human Resources, or the Recipient's medical provider may request Catastrophic Leave benefits on behalf of the Recipient.
- g. Must include with the request, a written statement from the medical provider, which verifies catastrophic illness or injury of the Recipient or the Recipient's immediate family member as defined in 14.13.1.
- h. Must use all donated leave within a twelve (12) consecutive month period following the donations. If the Recipient returns to work and has a reoccurrence of the same or related catastrophic injury or illness, after using any accrued vacation or sick leave, previously donated leave days may be used if time remains available, within the same twelve (12) month period.

The Vice Chancellor of Human Resources or designee shall evaluate all requests for catastrophic leave and shall have authority for granting leave in accordance with this Article. Pledged donated leaves can be used only for the specified catastrophic injury or illness. A different catastrophic injury or illness must be handled as a separate second incident. If the District has reasonable cause to believe there is abuse of the catastrophic leave policy by an employee, the District may require additional medical verification from a physician selected by the District at District expense.

Human Resources will notify District employees in writing of the need for donations of catastrophic leave credits and collect all signed pledge forms. Human Resources will notify Payroll of donated hours. Payroll will deduct donated hours from the donor and credit donated hours to the recipient. Human Resources and Payroll will keep a record of all donated leave credits.

If Recipient's request for catastrophic leave is denied, the Recipient or Recipient's agent or Association may request a review of the reason(s) for denial. If the denial is upheld the employee or Association may appeal the decision to the Chancellor. If the denial is upheld at the Chancellor level, the decision is not subject to the grievance process.

The maximum amount of time in which donated leave credits may be used shall be twelve (12) consecutive months.

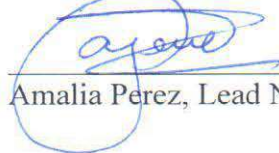
14.13.3 (NEW LANGUAGE) Donor Requirements Unit members may donate leave credits to an eligible classified, confidential, management or academic employee under the following conditions:

- a. Donors may volunteer no more than 50% of their accrued sick and/or vacation and/or comp time. Donors must have accrued no less than 120 hours of leave credits prior to donation.

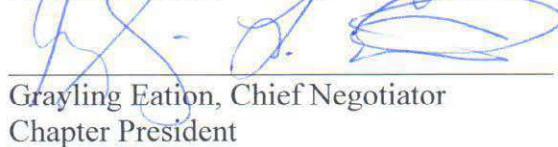
- b. Employees wishing to donate catastrophic leave credits must donate credits in writing on a signed District authorized pledge form, distributed by Human Resources.
- c. The minimum amount of donated leave credits shall be eight (8) hours initially, and in one-hour increments thereafter.
- d. The donor understands that donation of catastrophic leave credits is voluntary.
- e. Donations may be made by eligible classified, confidential, management or academic employees.
- f. **All transfers of eligible leave credit are irrevocable.** ~~Leave donations are irrevocable. Once you donate, it is gone forever.~~ Unused leave credits will not be credited back to the donor.
- g. Donated leave is charged on an hour-for-hour basis.

This agreement is subject to all approvals required by the Association and District.

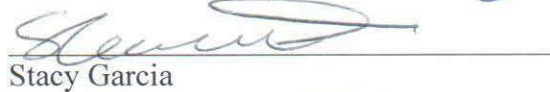
DISTRICT:



Amalia Perez, Lead Negotiator

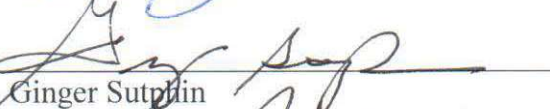
ASSOCIATION:

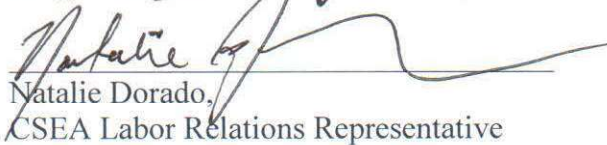

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