

## ARTICLE X LEAVES

### 10.1 Bereavement Leave

An employee covered by this Agreement 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 not to exceed five (5) working days. The immediate family is defined as spouse, mother, father, sister, brother, son, daughter, grandfather, grandmother, uncle, aunt, niece, nephew, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, Mother-in-law, father-in-law, step child, step parent, step sister, step brother, or any relative of either spouse living in the immediate household of the employee.

### 10.2 Subpoena or Jury Service Leave

When an employee covered by this Agreement must be absent because of a mandatory court appearance, except as a litigant, said employee shall suffer no monetary loss by reason of said service.

- a. Fees, exclusive of mileage, paid by the court or party requiring the employee's appearance shall be paid to the District unless the fees are greater than the employee's salary, in which case the employee may retain the fees and be listed as absent due to personal business.
- b. A copy of the subpoena or a certificate of the clerk of the court must be filed with the absence report.
- c. Absence of an employee for a legal action in which he/she is a litigant may be classified as personal necessity.
- d. An employee regularly assigned to a swing shift and who attends a mandatory court appearance shall take the paid leave for the shift on the same day as the court appearance. An employee regularly assigned to a graveyard shift and who attends a mandatory court appearance during the day immediately following that shift shall take the paid leave on the shift preceding the court appearance. In no case can an employee receive any leave in excess of the days required for court appearance.
- e. An employee who is on jury duty and who is excused from such jury duty on a day when such employee otherwise would be regularly scheduled to perform services for the District, shall, as a condition of receiving compensation from the District under this Agreement, notify his/her supervisor and be prepared to perform work during his/her regular shift if the supervisor directs the employee to report for work and if the excuse from jury duty would permit the employee to report during at least half of such shift. The provision shall be applicable to employees on swing shift when such employees would be available to perform such services if they were assigned to a day shift.

### 10.3 Sick Leave

A full-time employee who is covered by this Agreement shall earn paid sick leave at the

rate of eight (8) hours per month. The employee must be in paid status for at least half the working days in a month to accrue sick leave for that month. Employees who work less than twelve (12) months will earn the same number of sick leave days as the number of months he/she is employed.

- 10.4 Part-time employees covered by this Agreement shall earn sick leave at a rate proportional to the regular assignment as compared to a full-time position.
- 10.5 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 10.6 Credit for annual sick leave need not be accrued prior to taking such leave. A new employee of the District, however, shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 10.7 If an employee does not take the full amount of sick leave accrued in any year under sections 10.3 and 10.4 above, the amount not taken shall be accumulated from year to year.
- 10.8 An employee who cannot report for work because of illness or injury shall notify or ensure that someone else notifies the employee's supervisor as soon as the employee plans to be absent, but at least within an hour of the employee's scheduled start time. A voice mail message to the supervisor or message left with another responsible employee will fulfill this requirement if the supervisor is not available. Employees in job classifications who are assigned to twenty-four (24)-hour coverage or positions that require back-up coverage should report absences as soon as possible to allow supervisory personnel to staff the shift.
- 10.9 An employee returning from any sick leave absence shall file a completed *Employee Absentee Report* form with his/her supervisor on the first day of duty following the absence. If the absence equals five (5) consecutive workdays or more, the employee shall attach a physician's certification of illness and authorization to return to work to the absentee report. If the absence is for more than five (5) consecutive workdays, an employee shall forward a physician's certification of illness and an expected date of return by the sixth (6<sup>th</sup>) day of absence. Any extensions must be certified by a physician and forwarded to the immediate supervisor. An absentee report will be filed at the end of each month. The District may require a physician's certification of illness and an authorization to return to duty for an absence of less than five (5) days when it has reasonable cause to believe that an employee is claiming sick leave for purposes not contemplated by this article, and has given the employee notice in writing that such certification will be required for a stated period of time.
- 10.10 Industrial Accident and Illness Leave

An employee who is injured while acting within the course and scope of his/her employment shall be entitled to industrial accident or illness leave for not more than sixty (60) days in any one (1) fiscal year for any one (1) such accident or illness. Utilization of such leave shall be subject to the following conditions:

- a. Such leave shall not accumulate from year to year.
- b. Such leave will commence on the first (1<sup>st</sup>) day of absence due to such industrial accident or illness.
- c. Payment for such leave shall not, when added to any award granted to the employee under the workers' compensation laws of the state, exceed such employee's normal daily rate of compensation.
- d. The amount of such leave will be reduced by one (1) day for each day of authorized absence regardless of any workers' compensation award to the employee.
- e. The continuation of authorized absence into a subsequent fiscal year shall not be deemed to extend or increase the sixty (60) days of leave available for such industrial accident or illness.
- f. Utilization of such leave shall be subject to the employee's submission of a physician's certification of illness or injury, and the effects thereof. Such certification shall be made by a physician satisfactory to the District, provided that, if the District designates such physician, it shall be responsible for the reasonable cost of the examination required for such certification.
- g. Leave with pay because of industrial accident or illness shall first be charged to the above-mentioned sixty (60)-day leave provision before an employee is required to utilize any accumulated sick leave.
- h. If a leave with pay for injury or illness has been charged to an employee's accumulated sick leave, and if it is subsequently determined that the employee was injured while acting within the course and scope of his/her employment, all such leave previously charged to sick leave shall instead be charged to any remaining balance of such employee's industrial accident or illness leave before any further charges are made against the employee's accumulated sick leave.

#### 10.11 Part-Pay Sick Leave

When a regular permanent classified employee is absent from his/her duties for a minimum of five (5) consecutive work days and has exhausted all full-pay sick leave due to illness or accident, whether or not the absence arises out of or in the course of employment, such days of paid leave in addition to those required elsewhere by this article shall be compensated at a rate of fifty (50) percent of the employee's regular salary beginning on the sixth (6<sup>th</sup>) day of absence provided each absence is certified by a licensed physician. Payment for the first (1<sup>st</sup>) thru fifth (5<sup>th</sup>) day of absence, under this section, will be paid if the employee provides a physician's certification of illness in advance or is absent for a period of at least ten (10) consecutive days. Employees who are absent from work due to a catastrophic illness, injury, or family leave, and exhaust twelve (12) or more consecutive days of accrued sick leave; or employees who suffer from a documented chronic illness shall be eligible for part-pay sick leave beginning on the first (1<sup>st</sup>) day of such absence, provided the employee provides a physician's certification of illness for the period of absence. The part-pay sick leave authorized under this section shall exclude any other paid leave, holidays, vacation, or compensating time to which the

employee is entitled. This benefit shall be limited to a hundred (100)-day period for any illness or any fiscal year.

10.12 An employee's absence under any of the paid leave provisions of this article shall not be considered as a break in service, and the employee shall continue to accrue all seniority and benefits for which he/she is otherwise eligible.

10.13 An employee who is on an approved unpaid leave of absence for one (1) year or less, or whose employment is terminated voluntarily or by layoff and who returns to employment with the District within thirty-nine (39) months of such termination or layoff, shall be credited with all benefits and seniority accrued prior to the inception of such leave, termination or layoff, but shall not be credited for the accrual of any benefits or seniority during the period of such leave, termination, or layoff.

#### 10.14 Personal Necessity Leave

Accrued full-pay sick leave may be used by an employee, subject to approval of the immediate supervisor in the following cases of personal necessity:

- a. Death of a member of his/her immediate family when additional leave is required beyond that provided for Bereavement Leave by this Agreement.
- b. Accident, involving his/her person or property, or the person or property of member of his/her immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- d. Personal emergencies, which include recognized religious holidays, or serious illness involving a member of the immediate family.

Up to three (3) of the seven (7) days per year available to an employee for personal necessity leave may be used for personal necessities as determined by the employee. Such leaves shall require reasonable advance notice to the supervisor. Notwithstanding any of the above purposes, accumulated sick leave shall not be used to compensate any employee whose absence results from his/her participation in strike, work stoppage, work slowdown, or any other labor disturbance. The employee shall provide a written explanation for the need for personal necessity in excess of the three (3) days. The District may require an employee to provide written verification of the need for personal necessity leave in excess of the three (3) days.

#### 10.15 Compassionate Leave

Any regular employee may be granted in any one (1) fiscal year a maximum of three (3) days leave (non-cumulative) without loss of pay to meet an emergency within his/her family which, in the judgment of the college president, (or department manager in the case of District personnel), necessitated the employee's presence in his/her home or at the scene of the emergency. The leave is to be granted only after other types of leave and vacation time has been depleted.

#### 10.16 Long Term Leave

The Governing Board may grant a maximum of six (6) months leave without pay to

permanent classified employees. An additional six (6) months maximum may be granted by another action of the Governing Board. Total leave without pay shall not exceed one (1) year.

The college or district administration, as applicable, will recommend approval or disapproval of the leave request. Any recommendation for disapproval shall include adequate documentation explaining why the leave should be denied. The leave request shall specify the purpose of the leave and, if the leave is for education or personal development training, the request should indicate how the selected program will enhance the employee's future performance and/or opportunities for advancement within the District.

Leaves shall not be granted for employment purposes outside of District service.

#### 10.17 Approved Absence Without Pay

An approved absence without pay of up to ten (10) days may be granted to an employee with the advance approval of the employee's supervisor, the college president or designee or appropriate District Administrative Center manager. Leave of absence without pay will not be granted until all accumulated vacation, floating holidays, and compensatory time is utilized.

#### 10.18 Additional Leave for Non-Industrial Accident or Illness

A permanent classified employee who has exhausted all entitlement to sick leave, vacation, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave without pay status through his/her supervisor with the recommendation of the college president or appropriate District Administrative Center manager, as applicable, for approval of the Governing Board. The board may renew the leave of absence, at the request of the supervisor, for an additional six (6) months. Extension beyond the one (1) year limit on leave without pay will be considered by the Governing Board only in cases of extreme illness.

Upon recovery, an employee shall present written evidence satisfactory to the appointing authority of being released for return to duty. The employee shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her previous position.

If, at the conclusion of all applicable leaves of absence, and after all attempts to reasonably accommodate the job to the employee's known handicap, the employee still is unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.

An employee who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

#### 10.19 Return Before Expiration of Leave

Two (2) weeks' written notice and the approval of the Governing Board are required for an employee who desires to return to duty before expiration of an authorized leave of absence.

## 10.20 Change in Type of Leave

An employee may request to change from one type of paid leave to another with appropriate notice and certification of the cause of such a change. The affected employee shall notify or see that someone else notifies his/her supervisor at the earliest possible opportunity. Approval of the change request shall be at the discretion of the immediate supervisor.

## 10.21 Study Leave

All permanent classified employees shall be authorized to take one (1) course each semester during the employee's regular work hours at any college within the Ventura County Community College District, or at any other accredited college or university, and will have release time of up to three and one-half (3-1/2) hours from the work assignment to allow for travel time and class attendance. Courses selected must be applicable to unfilled degree requirements, must be job-skill related, or must be a part of the Wellness Program. Classes may consist of physical fitness, well-being courses, or other approved monitored programs such as college health science, dieting, substance abuse, in-service training and utilization of fitness centers at each college. Classified employees are not eligible if already attending another class on release time basis for that semester.

If the course selected by the employee requires more than three and one-half (3-1/2) hours a week attendance, including travel time, the employee shall make up the additional time missed from his/her job assignment within the same work week.

Requests by an employee to take a class require approval of the immediate supervisor and the college president. Requests for District Administrative Center employees require approval of the supervisor and the Vice Chancellor, Human Resources. All reasonable efforts shall be made by the supervisor to ensure equity in the approval and scheduling of study leaves.

Certification of obtaining a "C" or better must be provided within six (6) weeks of completion of the course. Failure to complete the course or pass with a "C" or better will cause an ineligibility for study leave for one (1) year. An exception to this is withdrawal from a course due to extenuating circumstances. A committee consisting of two (2) members of management appointed by the Chancellor and two classified employees appointed by the Union shall rule on requests for an exception based on a withdrawal due to extenuating circumstances. Exceptions will be granted by a majority vote.

All fees associated with enrollment in classes shall be borne by the employee. Enrollment fees for classes taken at VCCCD for professional development directly related to their position will be reimbursed by the District, subject to the conditions above. These include classes in a certificate or degree program that is part of professional development directly related to their position.

## 10.22 Retraining Leave

The District shall grant a leave with pay to an employee who is undergoing District-designated retraining and who meets all of the following conditions:

- a. Such retraining is for the purpose of permitting the employee to cope with the new

technological methods of performing the existing duties of the employee's classification.

- b. The retraining is only offered at a formal institution of education or training institute, or manufacturer's school and is not available at times or locations that do not conflict with such employee's regularly scheduled shift.
- c. The employee has been employed by the District for at least three (3) consecutive years preceding the need for such retraining.
- d. The employee has not had a leave of absence for retraining during the preceding three (3)-year period.

#### 10.23 Parental Leave

Any employee covered by this Agreement shall be granted parental leave with pay up to a maximum of five (5) working days following the birth or adoption of a child. This leave is inclusive of the fifteen (15) day leave provided for the pregnancy or convalescence from child birth. (P. C. Rule 336).

#### 10.24 Release Time

Employees covered by this Agreement shall have released time for participation in a maximum of either one (1) course as addressed in Section 10.21 above AND one (1) voluntary college and/or District committee OR two (2) voluntary college and/or District committees. Maximum release time for any combination above shall not exceed 18 hours a month. Exceptions to this section may be approved by the college president/Chancellor with input from the Union.

#### 10.25 Family Leave

Employees covered by this agreement with at least 1250 hours of service within the twelve (12) months immediately preceding the commencement of the leave shall be eligible for an unpaid family care leave for birth, adoption, or serious illness of a child, or to care for a spouse or parent of the employee who has a serious health condition or for the employee's own serious health condition. Request for such leave must be made within a reasonable time period in advance of such leave.

The length of the leave will not exceed sixty (60) working days in any twelve (12) month period. The days of leave need not be consecutive. The employee may use paid vacation during such leave. If the leave is due to illness of a family member, as defined above, paid sick leave (exclusive of half-pay) may be used after exhausting all vacation, floating holidays and compensatory time.

The twelve (12) month period shall begin at the first day of the leave period. Additional leaves will not be granted until twelve (12) months have expired from the first day of the first leave period. In any event, no leave will be granted greater than sixty (60) working days in any twelve (12) month period.

Coverage under VCCCD's group health plans will continue as provided during active

employment for a maximum of sixty (60) days of family care leave per twelve (12) month period. Physician's certification of illness for leave requested for serious health condition of the employee must include: date on which the serious health condition commenced, the probable duration of the condition, a statement that due to a serious health condition the employee is unable to perform the functions of his/her position. Upon request, a second opinion will be provided by a physician designated by the District at the District's expense.

For leave for a serious health condition of a family member, a physician's certification must include: date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring the care, a statement that the serious health condition warrants the participation of a family member to provide care during the period of the treatment or supervision of the individual requiring care.

Upon return from the leave, the employee will return to the job which he/she vacated if still funded, or a comparable position. This leave will not constitute a break in service for the purposes of longevity, seniority or any employee benefit plan.

#### 10.26 Military Leave

The District will follow all state and federal laws regarding military leaves.

#### 10.27 Leave Donation Program

The District agrees to form a Sick Leave Pool for classified employees with prolonged non-industrial injuries or illnesses. An employee may donate accumulated vacation, sick leave, or overtime compensatory time to the pool. An eligible employee for the purposes of this section is one who has (1) contributed to the pool during the current calendar year, (2) exhausted all accrued paid leaves, and (3) been approved to receive sick leave hours from the pool by the Sick Leave Pool Committee. Donations shall be in whole hour increments with a minimum of eight (8) hours. The value of the donation will be based upon the donating employee's hourly rate at the time of donation. Participating employees shall donate a minimum of eight (8) hours each calendar year. Employees may initially join the pool upon hire or during the month of January. Employees may make additional donations of eight (8) hours or more when necessitated by the lack of available Pool hours. Employees leaving employment may not deposit accumulated sick leave into the pool. An employee shall become eligible to receive hours from the pool when, pursuant to Section 10.11 of this Agreement, the District's provision of one hundred (100) days of sick leave at half pay begins. The pool may provide up to one hundred (100) days of half-pay sick leave which will coincide with the District's provision of one hundred (100) days of half-pay sick leave. In addition, the pool may provide up to an additional twenty (20) days of full-pay sick leave.

The committee will be made up of a classified representative from each college, the District Administrative Center, and a member of management.

The committee will determine whether an employee may receive donations from the pool based upon the criteria set forth above.