

51 An employee, who wishes to use the extended sick leave benefit, shall provide to the Office of
52 Human Resources, verifiable medical documentation directly related to the illness or injury
53 which required absence from duty during the period of extended sick leave. Failure to submit
54 medical documentation will subject the employee to discipline for unsatisfactory attendance as
55 determined by the attendance accounting procedures described in Article 9.1. The District
56 reserves the right to require proof of illness and may refer any claims for extended sick leave
57 benefits to the District physician whose decision as to the employee's eligibility shall be final.
58

59 If a verifiable sick leave absence occurs on the working day immediately before and/or after a
60 legal holiday, the legal holiday will not be charged against the sick leave or extended leave.
61

62 17.3 Responsibility to Report Absences

63
64 If an employee is unable to report to work for any scheduled shift, it is the employee's
65 responsibility to call the facility department sick line prior to the start of the shift, no less than 30
66 minutes before the start of his/her shift to report the absence. If the absence occurs on the
67 workday immediately before and/or after a legal holiday, the legal holiday is not charged against
68 the employee's sick leave accrual.
69

70 Employees who are absent at least five (5) consecutive workdays must provide to the Office of
71 Human Resources a written documentation of illness from the employee's medical provider,
72 which confirms the time off and the employee's ability to resume his/her regular duties as of a
73 specified date. The supervisor may not permit the employee to return to work without the
74 clearance from the Office of Human Resources. Failure to comply with this Article may result in
75 unpaid leave until such clearance is obtained. If an employee exhibits a pattern of excessive
76 absenteeism, the supervisor may require such clearance for shorter periods of time.
77

78 Absence required because of the employee's dental or medical appointments may be charged
79 against sick leave.
80

81 If the employee has a physician's written statement which defines the period of illness, the
82 employee is relieved of reporting in ill each day, providing that the physician's statement has
83 been received in the Human Resources Office.
84

85 17.4 Personal Necessity Leave

86
87 17.4.1 The District shall provide seven (7) days of paid Personal Necessity Leave to be
88 charged against unused, accrued full-pay sick leave each fiscal year for any of the following
89 reasons:
90

91 Advance permission shall not be required for any of the following purposes:

- 92 (1) Death or serious illness of a member of his or her immediate family.
- 93 (2) Accident, involving his or her person or property, or the person or property of a
94 member of his or her immediate family.
- 95 (3) Accident involving relatives other than members of the immediate family.
- 96 (4) Illness involving relatives other than members of the immediate family.
- 97
- 98
- 99
- 100
- 101

- 102 (5) Unexpected personal or family situation which requires immediate attention.
103 Advance permission would be required for the following purposes:
104
105 (6) Attending to legal or business matters of a compelling personal importance which
106 cannot be attended outside of the workday.
107
108 (7) Appearance in court as a litigant.
109
110 (8) The birth or adoption of his/her child.
111

112 These days may not be taken for vacation, to extend holidays, nor to engage in concerted
113 activities.
114

115 17.4.2 Utilization

116
117 Use of sick leave for personal necessity shall be subject to the following limitations and
118 conditions:
119

- 120 (1) The total number of days allowed in a fiscal year for such leaves shall not exceed
121 seven (7) days.
122
123 (2) The days used will be deducted from, and may not exceed, the number of full
124 days of accrued sick leave to which the employee is entitled.
125
126 (3) Personal necessity leave shall not be granted during a scheduled vacation or a
127 leave of absence.
128

129 Allocation of sick leave shall be made only upon certification that the absence was due to a
130 situation designated as a personal necessity within the meaning of this section.
131

132 17.5 Jury Duty or Subpoena Leave

133
134 The District shall provide paid time off for jury duty or subpoena leave for an unlimited number
135 of days in accordance with Education Code 87035 and 87036. The District may grant a leave of
136 absence to a classified employee to appear as a witness in court, other than as a litigant, or to
137 respond to an official order from another governmental jurisdiction for reasons not brought about
138 through the connivance or misconduct of the employee.
139

140 The classified employee granted jury duty or subpoena leave, shall be paid up to the amount of
141 the difference between the employee's regular salary earnings and any amount he or she
142 receives for jury or witness fees.
143

144 17.6 Military Leave

145
146 Military leave shall be granted to employees who volunteer or are enlisted for duty with the
147 armed forces of the United States. Such leave shall be granted in accordance with provision of
148 the law. Compensation shall be in accordance with the California Military and Veterans Code.
149

150 A copy of the employee's military orders must be presented to the Office of Human Resources
151 when requesting leave.
152

153 Classified employees who have been employed with the District for at least one (1) year
154 immediately prior to the date on which the military leave of absence begins will receive regular
155 compensation the first thirty (30) calendar days of said leave if this time falls within the
156 employee's usual work period. This includes orders to report for military or veteran's physical
157 examinations and service in the Reserve Corps.
158

159 17.7 Bereavement Leave

160
161 Any employee is allowed a leave of absence for bereavement leave, not to exceed **five (5)**
162 consecutive working days on full pay when such absence is occasioned by reason of death in
163 the immediate family (employee's spouse, child, stepchild, parent, sibling, father-in-law, mother-
164 in-law, grandparent, grandchild, son-in-law, daughter-in-law or any relative living in the
165 immediate household of the employee). The District may require the employee to provide proof
166 of eligibility for bereavement leave. Bereavement leave is not applicable when an employee is
167 on unpaid leave of absence or during unscheduled work days for employees on less than
168 twelve-(12) month assignments. Bereavement leave is allowable if bereavement immediately
169 precedes or immediately follows such absence.
170

171 Up to one day's time off with pay will be granted for bereavement leave for the death of relatives
172 not listed above or living in the immediate household. Up to **one** day with pay will be granted for
173 bereavement leave for the death of a friend. This leave shall be limited to one time per fiscal
174 year. Additional leave may be granted as outlined under "Personal Necessity Charged Against
175 Sick Leave."
176

177 17.8 Unpaid Leave of Absence

178
179 The District may grant classified employees an unpaid leave of absence, not to exceed six (6)
180 months for the following reasons:

- 181 (1) to recuperate from illness or injury (after exhaustion of sick leave),
- 182
- 183 (2) for personal not-for-profit business,
- 184
- 185 (3) for extended travel, and
- 186
- 187 (4) in accordance with the Family and Medical Leave Act (FMLA), California Family
188 Rights Act (CFRA), and Pregnancy Disability Leave (PDL).
189
190

191 17.9 Personal Absence

192
193 If an employee is unable to report for duty on any scheduled workday, it is the employee's
194 obligation to inform the employee's supervisor of such absence within 30 minutes prior to the
195 beginning of his/her scheduled shift via the facility department sick-line. Failure to appear for
196 duty without notifying the supervisor in such time shall be considered an unpaid absence for the
197 time not at work and subject to occurrence points under the attendance accounting procedure. If
198 employee fails to contact his/her supervisor or the Office of Human Resources within three (3)
199 workdays, the absence may be considered "job abandonment" and may result in termination of
200 employment.
201

202 17.10 Absences for Religious Holidays

203

204 The District shall grant leave of absence for religious holidays in accordance with the California
205 Fair Employment and Housing Act.

206 **17.11 Unpaid Pregnancy Disability Leave (PDL)**

207
208 The District shall provide unpaid Pregnancy Disability Leave in accordance with applicable state
209 (California Family Rights Act –CFRA) and federal (Family and Medical Leave Act – FMLA) laws.
210 The employee may use any accrued and available paid sick leave to supplement the unpaid
211 pregnancy disability leave.

212
213 An employee who is disabled and physically unable to work because of pregnancy, childbirth, or
214 a pregnancy-related medical condition shall be entitled to up to four (4) months unpaid
215 Pregnancy Disability Leave. The leave can be taken before or after the birth, during any period
216 the employee’s medical provider designates as time off needed due to a pregnancy-related
217 disability. All leave taken in connection with a specific pregnancy counts toward computation of
218 the four-month period.

219
220 The employee may be granted Pregnancy Disability Leave in addition to any leave she may be
221 entitled under FMLA and CFRA. Pregnancy Disability Leave shall run concurrently with any
222 leave the employee may be entitled to under FMLA. The employee may apply for Pregnancy
223 Disability Leave by contacting the Office of Human Resources.

224
225 **17.12 Parental/Child Rearing Leave**

226
227 17.12.1 Definition of Parental Leave: For the purposes of this Article, “parental leave” is
228 defined as leave for reason of the birth of a child of the employee in connection
229 with the adoption or foster care of the child by the employee.

230
231 **Eligibility for Parental Leave**

232
233 17.12.2 All full-time and part-time employees who have been employed for 12 months
234 with the Employer are entitled to utilize parental leave.

235
236 17.12.3 Unit members shall be entitled to twelve (12) workweeks of parental leave in any
237 twelve (12) month period.

238
239 17.12.4 The unit member is entitled to take parental leave in intermittent periods within
240 the 12-month period; however, the aggregate amount of parental leave taken
241 shall not exceed 12 workweeks in the 12-month period.

242
243 17.12.5 The unit member is entitled to use his or her regular accrued paid sick leave in
244 taking parental leave, if the employee chooses to do so.

245
246 17.12.6 The unit member must first use his or her regular accrued paid sick leave, and
247 then, when this accrued leave is exhausted, the employee is entitled to use
248 parental leave, for a total of 12 workweek in any 12-month period. The unit
249 member shall be compensated at no less than 50 percent of the employee’s
250 regular salary for the remaining portion of the 12-workweek period of parental
251 leave.

252

- 253 17.12.7 The unit member is also entitled to use his or her accrued vacation or comp time
254 in lieu of the supplemental parental sick leave pay in order to achieve fully paid
255 days after sick leave is exhausted, if the employee chooses to do so.
- 256 17.12.8 Paid parental leave under this Article runs concurrently with unpaid parental
257 leave under the California Family Rights Act (CFRA) and the federal Family and
258 Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month
259 period.
- 260
- 261 17.12.9 Paid parental leave under this section is in addition to leave taken for disability
262 due to pregnancy, childbirth or related medical condition, which may be taken in
263 accordance with Article 17.11.

264

265 **17.13 Family and Medical Leave Act**

266

267 The District is not required to provide employees time off for religious holidays, except those
268 that are board authorized. Employees who observe recognized religious holidays shall be
269 granted time off as an accommodation in accordance with California state law.

270

271 Qualified classified employees shall be granted unpaid, job-protected leave for specified family
272 and medical reasons with continuation of group health insurance coverage under the same
273 terms and conditions as if the employee had not taken leave.

274

275 **FMLA Eligibility**

276

277 Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-month
278 period for:

- 279
- 280 (1) the birth of a child and to care for the newborn child within one year of birth;
 - 281
 - 282 (2) the placement with the employee of a child for adoption or foster care and to care for the
283 newly placed child within one year of placement;
 - 284
 - 285 (3) to care for the employee's spouse, **designated person**, child, or parent who has a
286 serious health condition;
 - 287
 - 288 (4) a serious health condition that makes the employee unable to perform the essential
289 functions of his or her job; a "serious health condition" is defined as an injury, illness or
290 hospital stay resulting in an absence of in excess of three (3) consecutive workdays (four
291 (4) or more workdays).
 - 292
 - 293 (5) any qualifying exigency arising out of the fact that the employee's spouse, son,
294 daughter, or parent is a covered military member on "covered active duty;" OR
 - 295
 - 296 (6) to care for a covered service member with a serious injury or illness if the eligible
297 employee is the service member's spouse, son, daughter, parent, or next of kin (military
298 caregiver leave).
 - 299

300 **17.14 California Family Rights Act**

301

302 The District shall comply with the California Family Rights Act. Qualified classified employees
303 shall be granted unpaid, job-protected leave for specified family and medical reasons with

304 continuation of group health insurance coverage under the same terms and conditions as if the
305 employee had not taken leave.

306
307

308 17.14.1 CFRA Eligibility

309

310 Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-month
311 period to:

312

313 (1) to care for or bond with a newborn, adopted or foster child within one year of birth or
314 placement of the child in the employee's home;

315

316 (2) to care for the employee's spouse, child, parent, designated person or domestic partner
317 who has a serious health condition; or

318

319 (3) for an employee's own serious health condition.

320

321 17.14.2 A leave of absence for purposes that satisfy both FMLA (Article 17.13) and
322 CFRA shall run concurrently. Unit members shall be limited to twelve (12)
323 workweeks of unpaid leave in a 12-month period when these leaves run
324 concurrently.

325

326 17.15 Family Engagement & Kincare Leave

327

328 The District shall comply with the California laws governing this subject matter. Classified
329 employees, that are the parent, guardian, or grandparent with custody of one or more children in
330 kindergarten or grades 1 to 12, shall be provided up to forty (40) hours unpaid leave each fiscal
331 year, not to exceed eight (8) hours in any calendar month, to participate in activities of the
332 school or licensed child daycare facility of his/her children. To receive pay for days off under this
333 provision the employee may utilize accrued vacation leave, personal necessity leave, or
334 compensatory time.

335

336 The employee shall provide reasonable notice to his/her supervisor, prior to taking the time off
337 for planned absence for activities under this provision. Regardless of the number of children in
338 the employee has, he/she can only take off up to 40 hours per fiscal year.

339

340 The employee, if requested by his/her supervisor, shall provide documentation from the school
341 or licensed child daycare facility as proof that he or she participated in school or licensed child
342 daycare facility activities on a specific date and at a particular time.

343

344 Employees shall be permitted to use in any calendar year an amount not less than the sick
345 leave that would be accrued during six months at the employee's then current rate of
346 entitlement for the following purposes:

347

348 (1) Diagnosis, care, or treatment of an existing health condition or, preventative care for, an
349 employee or an employee's family member; or

350

351 (2) For an employee who is a victim of domestic violence, sexual assault or stalking.
352 Employees utilizing leave for these purposes shall not be required to use all available
353 leave in any single occurrence.

354

355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399

17.16 Catastrophic Leave

Employees may participate in the catastrophic leave program, which permits employees to donate accrued vacation or sick leave to the catastrophic leave bank. An eligible employee who is, or whose family member is, suffering from a catastrophic illness or injury may request a donation of vacation and/or sick leave from the leave bank by submitting a request and providing verification of the catastrophic injury or illness to the Office of Human Resources for consideration by the Catastrophic Illness or Injury Committee (see Appendix E).

17.17 Industrial Accident or Illness Leave

An employee suffering an injury or illness arising out of and in the course of his/her employment shall be entitled to a leave not exceeding sixty (60) workdays in any one fiscal year for the same accident or illness. The leave shall not be accumulated from year to year, and when the 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.

Payments for wages lost on any day shall not, when added to an award granted to the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.

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 the Workers' Compensation laws of this state at the time of 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 Workers' Compensation award, provides for a day's pay at the regular rate of pay.

Signed and entered into this 17th day of August, 2023.

FOR THE COLLEGE DISTRICT


Robert Blizinski (Aug 17, 2023 15:07 PDT)
Robert S. Blizinski,
Vice-President, Human Resources


Brian Cummins (Aug 17, 2023 14:48 PDT)
Brian Cummins,
Director, Human Resources

FOR CSEA


Gregory Zemanek (Aug 18, 2023 16:39 PDT)
Gregory Zemanek,
CSEA, Chapter 777 President


Joseph Zacklin (Aug 17, 2023 14:48 PDT)
Joseph Zacklin,
CSEA Labor Relations Representative

46 **any overtime.**

47 **10.4 Lunch Period**

48 Each employee in the unit who works a shift of more than six (6) hours shall receive a thirty-
49 minute, duty-free meal period. Such meal period to be scheduled by the employee's supervisor
50 as close as practicable to the middle of the scheduled shift, unless otherwise agreed to by the
51 supervisor and the employee. If an emergency requires that an employee work through his/her
52 workday without a lunch period, the employee shall be compensated for the missed meal period
53 at the applicable rate.

54 **10.5 Rest Period**

55 Each employee in the unit who is scheduled to work four (4) or more consecutive hours shall
56 receive a paid rest break of twenty (20) minutes. Each employee in the unit who is scheduled to
57 work seven (7) or more consecutive hours shall receive a second paid rest period of twenty (20)
58 minutes. Rest periods may not be combined and shall be scheduled by the supervisor to occur
59 approximately midway during each such four-hour period. However, if a unit member may elect
60 to combine one rest period with the lunch, with the approval of the employee's supervisor.

61 **10.6 Clean Up Period**

62 Each employee shall receive a reasonable period of time, not to exceed **five (5) minutes**, for
63 wash-up prior to the meal period and end of shift. **Bargaining unit employees shall, when**
64 **necessary and with prior approval from their supervisor, have the option to shower during**
65 **working hours.**

66 **10.7 Locker Room Conditions and Audits**

- 67 1. **The District shall furnish to all bargaining unit employees, individual lockers.**
68 **Employees will be responsible for the cleanliness of the District-issued lockers.**
69 **Employees may not post any photos, posters or stickers on the lockers or locker**
70 **room walls.**
71 2. **Employees may post photos, posters or stickers inside the locker provided it does**
72 **not violate District policy or cause damage to the locker.**
73 3. **Lockers shall be assigned to each permanent bargaining unit employee for the**
74 **duration of the employee's employment with the District. Issuance of the shower**
75 **room lockers shall be based on seniority and availability.**
76 4. **The District reserves the right to inspect a bargaining unit employee's locker under**
77 **the following circumstances:**
78 • **Reasonable suspicion that the locker contains stolen property or contraband.**
79 • **A strong odor emanating from the locker that might be chemical or toxic.**
80 • **Employment separation.**

81 **Locker Audit.**

- 82 5. **The District shall make a reasonable attempt to contact a bargaining unit employee**
83 **before attempting to open a locker. If the employee cannot be reached, the District**
84 **will contact a union representative and appointed supervisor to ensure they are**
85 **present when the locker is opened and contents removed. All personal items shall**
86 **be labelled and placed in a secure location with Campus Police. After thirty (30)**
87 **days, any uncollected items will be discarded.**
88
89 6. **Bargaining unit employees, with supervisor's approval, will be able to use a lock of**
90 **their own choosing. The District is not responsible for the damage or destruction of**
91 **any locks that could not be opened by the District locksmith.**
92

93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108

7. **Bargaining unit employees will be given reasonable notice of a locker audit. Lockers suspected of being unused shall be marked in public view. The District will maintain a list of locker assignments.**

Signed and entered into this 17th day of August, 2023.

FOR THE COLLEGE DISTRICT



Robert Blizinski (Aug 17, 2023 15:07 PDT)

Robert S. Blizinski,
Vice-President, Human Resources



Brian Cummins,
Director, Human Resources

FOR CSEA



Gregory Zemanek (Aug 18, 2023 16:39 PDT)

Gregory Zemanek,
CSEA, Chapter 777 President



Joseph Zacklin (Aug 17, 2023 14:48 PDT)

Joseph Zacklin,
CSEA Labor Relations Representative

52 16.4 If an employee is required to work on a holiday, he/she shall receive his/her regular rate
53 of pay, plus additional compensation at the rate of one and one-half times his/her regular
54 rate of pay for each hour worked on such holiday.
55

56 16.5 If, for any academic year during the term of this Agreement, the governing board of the
57 District determines that California Admission Day is to become a scheduled day of
58 instruction on the District's academic calendar, such holiday shall be converted to a
59 floating holiday for employees in the unit. An employee's utilization of such holiday must
60 create at least a three-day weekend within the academic year in which the holiday
61 accrues; is subject to the employee providing his/her supervisor with not less than
62 fourteen (14) days' notice of the anticipated date of such holiday; and is subject to the
63 scheduling needs of the District.
64

65 16.6 Substitute Holiday

66 If an employee works a workweek other than Monday through Friday and as a result
67 loses a holiday to which he/she would otherwise be entitled, the District will provide a
68 substitute holiday of the number of hours to which the employee would have been
69 entitled had the holiday fallen within the employee's normal work schedule, In advance
70 of a scheduled holiday, the supervisor and the employee will determine substitute
71 holiday arrangements for each employee who is eligible for a substitute holiday.
72

73 In the case of a holiday that occurs adjacent to a weekend (Saturday or Sunday), the
74 employee shall have the opportunity for an equivalent length holiday weekend as
75 Monday-Friday employees receive, within twelve (12) full months following the earning of
76 the time and is subject to the operational needs of the District.
77

78 The District shall, at the start of the fiscal year, negotiate with the Association prior to
79 setting the calendar for non-instructional days and campus closures.
80

81 16.7 Floating holidays

82 The three (3) Winter Break Day Floating Holidays shall be used prior to the end of the
83 fiscal year. California Admission Day floating holiday must be linked to a weekend.
84

85 Signed and entered into this 17th day of August, 2023.
86

87 FOR THE COLLEGE DISTRICT

88 
89 [Robert Blizinski \(Aug 17, 2023 15:07 PDT\)](#)

90 Robert S. Blizinski,
91 Vice-President, Human Resources
92

93 

94

95 Brian Cummins,
96 Director, Human Resources

FOR CSEA


[Gregory Zemanek \(Aug 18, 2023 16:39 PDT\)](#)

Gregory Zemanek,
CSEA, Chapter 777 President


[Joseph Zacklin \(Aug 17, 2023 14:48 PDT\)](#)

Joseph Zacklin,
CSEA Labor Relations Representative