

ARTICLE XI - SICK LEAVE AND PERSONAL NECESSITY LEAVE

11.1 Sick Leave

11.1.1 Eligibility

Sick leave benefits shall be available to all monthly unit members covered by this Agreement. New unit members shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she is entitled, until the first day of the calendar month after completion of six (6) months of active service. Terminating unit members who have received unaccrued sick leave benefits shall have their final pay warrant adjusted by the amount of the unaccrued sick leave taken. Leave taken under this Article that qualifies as Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Article VIII (FMLA/CFRA).

11.1.2 Sick Leave Allowance

- a. Unit members with a full-time assignment shall accrue sick leave at the rate of eight (8) hours per month, beginning with the first (1st) month in which the unit member begins work in the District on or before the fifteenth (15th) of the month. The accrual shall be proportional for assignments other than full time. Unused full-salary sick leave shall accrue without limitation. A permanent unit member who resigns and is rehired within thirty-nine (39) months of the last date of paid service shall have all accumulated, unused sick leave credits restored.
- b. Each fiscal year, unit members shall be eligible for up to one hundred (100) half-salary sick leave days in addition to any full-salary sick leave accrued. The total of both full and half-salary sick leave shall not exceed one hundred (100) workdays plus the current year's entitlement. Half-salary sick leave is to be used only after full-salary sick leave benefits have been exhausted.
- c. When a unit member is on half-salary sick leave at the end of a fiscal year and continues to be absent due to illness into the next fiscal year, he/she shall be placed on full-salary sick leave to the limit of the new year's entitlement and is eligible for a new entitlement of half-salary sick leave.

11.1.3 Application for Benefits

- a. A unit member shall report an absence of any duration to his/her immediate supervisor, or supervisor's designee prior to or during the first working hour of the unit member's shift unless an emergency makes notification impossible. One (1) notice to the unit member's supervisor or designee of the unit member's intent to be off consecutive days shall meet the requirements for notification for the entire period absent if the estimated duration of the absence is specified at the time of initial notice. Changes in the estimated duration of the absence shall be reported to the immediate supervisor as soon as possible.
- b. All requests for sick leave shall be in writing upon the appropriate District form, and shall be filed with the immediate supervisor within twenty-four (24) hours of the unit member's return to work. In the case of a prolonged absence, a sick leave form shall be filed with the supervisor for each time reporting period.

- c. Sick leave not reported on the appropriate form by the second payroll reporting deadline following the unit member's return to work shall be considered undocumented sick leave and the unit member will be charged the unreported time as leave without pay.
- d. A physician's statement shall be required on the District's prescribed form or upon the physician's official stationery for leaves over five (5) days. The physician's statement shall include the date on which the health condition began and a statement that the unit member is unable to perform her/his assigned duties. In cases of prolonged absences, the physician's statement shall also include the estimated duration of the condition. A physician's statement for unit members whose absence has not extended beyond five (5) days shall only be required when the unit member has demonstrated abusive usage of sick leave and the unit member has been previously counseled by their supervisor on their usage of sick leave.

11.1.4 Authorized Uses

Proper uses of sick leave are: absence from duty because of the unit member's illness, injury, medical or dental appointment, exposure to contagious disease, disability due to pregnancy, or absence to care for the unit member's sick child, parent, spouse, or domestic partner (as confidentially certified through the District's Benefits office). Only fifty-six (56) hours of accrued sick leave may be used in a calendar year for absence to care for the unit member's sick child, parent, spouse, or domestic partner. Unit members employed less than full-time may use a proportionate amount of the full-time allocation (based on the unit member's assignment) for this purpose. Accumulated benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

Unit members shall endeavor to schedule medical appointments outside of work hours. If no other arrangements can be made and the medical appointment must be made during working hours, the unit member must give the supervisor a minimum of 48 hours notice prior to the scheduled appointment. Unit members with excessive absenteeism, including absenteeism relating to medical appointments, may be subject to discipline as delineated in Article XX.

11.1.5 Return to Work

- a. Not less than three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, unit members must provide a written clearance of the attending physician indicating recovery, and fitness to resume a full range of normal duties as determined by management.
- b. In cases of requests to return to work with temporary restrictions, the unit member must provide a detailed written medical statement not less than five (5) working days prior to the requested return date. If offered a temporary medical reassignment of sixty (60) calendar days or less, the unit member shall not suffer a reduction in pay or involuntary demotion. The ability of the District to meet the request to return to work with temporary restrictions shall be determined by management.

If the unit member remains unable after sixty (60) calendar days to return to her/his full range of duties, the District will obtain the necessary evaluation of fitness for duty and essential functions of the position to determine the appropriate continued assignment. The District will notify AFT of the results of these evaluations and at the request of AFT will meet and negotiate on any impacts that are subject to the obligation to meet and negotiate.

11.1.6 Transfer of Accumulated, Full-Salary Sick Leave

A classified unit member who previously worked for another California School District or County Superintendent of Schools shall have their previous sick leave balance transferred to the San Diego Community College District, providing each of the following conditions are met:

- a. Previous District employment was for a period of one (1) calendar year or more;
- b. Termination of employment with the previous District was for reasons other than action for cause initiated by the employer; and
- c. Employment with the San Diego Community College District is accepted within one (1) year of termination from the other District.

11.1.7 Extenuating Circumstances and Special Conditions

- a. Unit members who are unable to perform their duties due to legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.
- b. In the event of the death of a unit member while absent because of illness, application for sick leave benefits may be made by his/her estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within thirty (30) calendar days after death.

Only that period of illness immediately prior to and including the day of death of a unit member is claimable as a sick leave benefit by the estate.

- c. Unit members who report for duty and are unable to continue because of sudden illness will be counted as absent for the number of hours and minutes not worked. Minutes shall be a minimum of fifteen (15) minute intervals.

11.1.8 Service Credit for Retirement

Unit members whose effective date of retirement is within 120 (one hundred and twenty) days of the last day of service with the District shall be credited at retirement with service credit for each accumulated, unused, full-salary day of sick leave in accordance with state law in effect as of the unit member's effective date of retirement.

11.2 Personal Necessity Leave

- 11.2.1 In any one fiscal year, a maximum of seven (7) days of accumulated, full-salary sick leave credit may be used for Personal Necessity Leave at the discretion of the unit member.
- 11.2.2 Absences for Personal Necessity may be taken in increments of thirty (30) minutes or more and shall not be granted during a scheduled vacation or leave of absence.
- 11.2.3 Requests for Personal Necessity Leave are to be submitted in writing to the immediate supervisor for prior approval. In an emergency, requests for Personal Necessity Leave may be made orally to the immediate supervisor. Upon return to duty, a completed application for benefits, prescribed and provided by the District, shall be filed.

11.3 Catastrophic Illness or Injury Leave

Unit members shall be permitted to contribute up to a maximum of five (5) accumulated vacation or sick leave days (a minimum of eight [8] hours and in hour increments thereafter) per fiscal year to another unit member within the District. Unit members shall be allowed to contribute to and receive contributions from any district employee. The parameters of the program are:

- a. The illness/injury of the unit member must be serious (life threatening or expected to incapacitate the unit member for an extended period of time) as verified by physician. The District may require the unit member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;
- b. The contributions will be on an individual solicitation basis by AFT after the unit member makes the need known to the Payroll and Benefits Manager, their President/Assistant Chancellor or union representative;
- c. The ill/injured unit member must have exhausted all accrued full-salary paid leaves;
- d. Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;
- e. A maximum of sixty (60) work days may be utilized by each unit member per catastrophic illness/injury;
- f. Vacation or sick leave days donated will be paid at the salary level of the unit member who receives such days;
- g. AFT shall indemnify and save harmless the District, its officers and employees from and against any and all claims, demands, liabilities, damages, costs (including reasonable attorney fees and court costs), suits and administrative proceedings arising out of or connected with unit members giving or receiving time for catastrophic illness or injuries.