

ARTICLE 38
SICK LEAVE

- A.** An eligible employee shall earn sick leave credit at the rate of .046154 hours per hour on pay status, including paid holiday hours but excluding all paid overtime hours.
1. An employee must be on pay status for at least one-half (1/2) of the working hours of a month or quadri-weekly cycle to earn sick leave credit for that month or quadri-weekly cycle. Time on pay status in excess of a full-time employee's work schedule does not earn sick leave credit. For the purposes of this Agreement, a quadri-weekly cycle is defined as two bi-weekly pay periods designated by the University to be considered as one unit for the purpose of leave accrual.
 2. Earned sick leave for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate sick leave credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status. The number of sick leave hours which may be accumulated is unlimited.

B. USE OF ACCUMULATED SICK LEAVE

1. **Eligibility**

Sick leave shall not be used prior to the time it is credited. Sick leave shall not be used in excess of the employee's normally scheduled hours of work for the day or days for which the sick leave is claimed. Sick leave shall not be used beyond a predetermined date of separation, including retirement or layoff, or beyond a predetermined date beginning a leave of absence without pay. However, a pregnant employee on vacation or approved personal leave without pay on the date certified by her doctor as the date on which she is no longer able to work or the date of delivery, whichever is earlier, can use sick leave beginning with that day and continuing through the period that she is physically unable to perform the normal duties of her job.

2. **General Provisions**

Sick leave may be used due to personal illness or disability, (including pregnancy disability), medical appointments, and, as provided in this section, below.

3. **Sick Leave Utilization**

a. **Personal Illness or Disability**

An employee who has contracted or incurred and is suffering from any non-work related illness or disability, which renders them unable to perform the duties of their position, may use accrued sick leave.

b. **Family Illness or Disability**

Up to thirty (30) days of accumulated sick leave per year may be used when the employee is required to be in attendance or to provide care because of any of the following:

- 1) The employee's spouse, same- or opposite-sex domestic partner, parent or child has a "serious health condition" as defined in Article 16 - Leaves of Absence, Section D.1.j., or a "serious injury or illness" as defined in Section D.5.a.3. Use of sick leave granted under this provision shall be charged against the employee's Family and Medical Leave entitlement pursuant to Article 16 - Leaves of Absence, Section D.3.d.1;
- 2) The employee's spouse, same- or opposite sex domestic partner, parent, or child has an illness or disability that does not constitute a "serious health condition" as defined in Article 16 – Leaves of Absence, Section D.1.j. or a "serious injury or illness" as defined in Article 16 – Leaves of Absence, Section D.5.a.3, and/or the employee is not eligible for Family and Medical Leave or;
- 3) The employee's grandparent, grandchild, in-law, sibling, or any other person for whom the employee has a personal obligation who is residing in the employee's household suffers illness or disability.

c. Use for Illness or Disability During Vacation

If, while on vacation, an employee becomes ill or disabled and is under the care of a physician and submits a physician's statement, the employee may use accumulated sick leave for that personal illness or disability. Sick leave may not be used for illness or disability of a family member during the employee's vacation.

d. **Bereavement Leave**

Sick leave for bereavement purposes may be used as follows:

- 1) Up to five (5) days of accumulated sick leave per occurrence may be used when attendance is required due to the death of the employee's parent, spouse, or children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or step – relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household.
- 2) In the event an employee has a personal obligation for a person other than someone in Section B.3.d.1 above, the employee shall be permitted to use up to five days of accrued sick leave per calendar year for funeral attendance/bereavement.

C. SICK LEAVE PAY

1. Sick leave is paid at the employee's straight time rate of pay including any shift differential, provided that the employee would have been expected to work that shift or shifts if not on sick leave.
2. No sick leave shall be payable to an employee unless the employee has complied fully with the terms of section D, Sick Leave Notification and Verification.

D. SICK LEAVE NOTIFICATION AND VERIFICATION

1. Notice

- a. To receive sick leave pay, an employee must notify his/her immediate supervisor or designee of the need for sick leave and the probable duration thereof as soon as possible, but in no event later than the beginning of the employee's work day except when the University determines that the employee's failure to notify is due to extreme circumstances beyond the control of the employee. Additionally, an employee must notify the University of the need to extend the sick leave prior to the anticipated date of return.
- b. An employee shall request release from work in order to attend a prescheduled medical appointment, or a series of medical appointments, as soon as possible in advance of the appointment(s). The request shall specify the date(s) and time(s) of the appointment(s). Such requests shall not be unreasonably denied.
- c. Subsequent to a notice of illness/disability and the return to work by an employee, no time for which the employee has requested/received sick leave authorization shall be charged to accumulated/anticipated compensatory time, leave with pay, vacation, or holiday time in lieu of sick leave time.

2. Documentation and Verification

- a. When justified by the employee's attendance or other observable facts and circumstances, an employee may be required to submit satisfactory documentation of personal illness or disability to the University in order to receive an excused absence from work and/or sick leave pay. The employee shall be given notice prior to returning to work that he/she will be required to provide such documentation.
- b. Employees who have unscheduled absences due to illness on a scheduled work day preceding, on, or following a holiday may be required to bring a medical verification of illness to the employee's supervisor on the employee's return to work in order for the absence to be authorized.

- c. When medical documentation is required by the University for a personal illness/disability absence it shall be from a health practitioner licensed by the state in which he/she practices to diagnose and certify illness or disability or from an authorized representative of a recognized treatment program. When an employee has been recommended for relief from duty by a medical practitioner acting on behalf of the University, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the University's practitioner.
- d. The University may have an employee claiming personal illness/disability examined by a physician or physicians of its choosing. The University shall pay the reasonable costs of any such medical examination and, when practical, shall send the employee to a physician of its choosing on the employee's work time.
- e. An employee's repeated use of sick time may result in loss of sick leave pay, when the University has determined that such use is abusive, and provided the University has provided prior written notice to the employee that sick leave will be denied on future instances of illness irrespective of the nature or duration of illness. Additionally, an employee may not be eligible for sick leave pay in accordance with other provisions of this Article.

E. TRANSFER AND REINSTATEMENT OF SICK LEAVE

1. Transfer Without a Break in Service

An employee transferred, promoted, or demoted without a break in service shall have any accumulated sick leave transferred if the employee is moving to a position where sick leave is accumulated. An employee transferred, promoted, or demoted to a position which does not accumulate sick leave shall have his/her accumulated sick leave held in abeyance. If the employee subsequently moves without a break in service to a position within the University which does accumulate sick leave, the previously accumulated sick leave shall be restored. An employee who has been laid off and is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all sick leave accumulated from prior service reinstated.

2. Reinstatement Upon Reemployment

An employee re-employed from University service or State of California service into the bargaining unit after a break in service of less than fifteen (15) calendar days shall have all sick leave accumulated from prior service reinstated if the new position is one which accumulates sick leave. If an employee is employed or re-employed in this bargaining unit after a break in service of more than fifteen (15) calendar days but less than six (6) months, sick leave accumulated from prior service up to a maximum of eighty (80)

hours shall be reinstated. For purposes of this section E.2 only, "sick leave accumulated from prior service" includes sick leave accumulated in State of California service.

3. **Transfer to Position Not Covered by this Agreement**

An employee who is transferred, promoted, or demoted into a position not covered by this Agreement shall have the accumulation, use, and transfer of sick leave governed by the policies and/or contract covering employees in that unit or personnel program.

F. ATTENDANCE STANDARDS

1. The University shall have the discretionary, non-grievable authority to establish, on a work location by work location basis, hourly, daily, weekly, monthly and/or annual attendance standards. PCT employees will not be disciplined for reasonable use of sick leave, although unscheduled absences, including those paid by accrued sick leave, may be subject to review under local attendance standards.
2. The number of hours of sick leave generated per month or quadri-weekly cycle and/or the ability to or accomplishment of an employee accruing sick leave shall not have any bearing on the meeting of attendance standards.
3. At least thirty (30) calendar days prior to the implementation of new or changed attendance standards, the University shall inform AFSCME.