

ARTICLE 38 – SICK LEAVE

A. Sick Leave Credit

1. Factor Accrual System

- a. An employee on pay status for at least one-half (1/2) of the working hours in a month or quadri-weekly cycle (i.e., two (2) consecutive bi-weekly pay periods) is eligible to accumulate sick leave credit for that period. An employee shall earn leave at the rate of .04624 hours per hour on pay status. The number of sick leave hours which may be accumulated is unlimited.
- b. Time on pay status in excess of a full-time work schedule (on-call, call-back, premium pay, and overtime hours) shall not be included as pay status hours when computing the amount of sick leave earned.
- c. Sick leave earned shall be credited to the employee on the next working day following the accrual period, except that an eligible separating employee shall earn proportionate sick leave through the last day on pay status.

B. Sick Leave Credit Use

1. Sick leave is to be used for personal illness or disability, medical appointments, parental bonding and, as provided below, for the death or serious illness of an employee's parent, spouse, domestic partner, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law; or of any other person for whom the employee has a personal obligation who is residing in the employee's household.
2. 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, an employee on approved pregnancy disability shall use accumulated sick leave in accordance with the University's Disability Plan.
3. 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 of either:
 - a. because of serious illness of the employee's parent, spouse, domestic partner, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law; or any other person for whom the employee has a personal obligation who is residing in the employee's household.
 - b. the employee's spouse, domestic partner, parent(s) or child(ren) who suffer a "serious health condition" as defined in Article 17 – Leaves of Absence, Section D.1.j. Sick leave granted under this section may be used to offset unpaid Family and Medical Leave granted pursuant to Article 17 – Leaves of Absence.
4. If, while on vacation, an employee becomes ill and is under the care of a physician and submits a physician's statement, the employee may use accumulated sick leave for the personal illness. Sick leave may not be used for illness of a family member during the employee's vacation.

5. Up to thirty (30) days of accrued sick leave may be used for Parental Bonding Leave within twelve (12) months following the child's birth or placement as defined in Article 17 – Leaves of Absence, Section D.4. Parental Bonding Leave.
6. 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, domestic partner, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; or any other person for whom the employee has a personal obligation who is residing in the employee's household. For purposes of this section B.5 only, an employee, including a probationary employee, may use up to five (5) days of accumulated vacation leave or compensatory time off when the employee's sick leave credit is exhausted.

C. Sick Leave Pay

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.

D. Sick Leave Notification and Verification

1. No sick leave pay shall be payable to an employee unless the employee's immediate supervisor or designee is notified of the illness/disability 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. 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. On the fourth day after three (3) consecutive days of sick leave use, an employee may be required to submit satisfactory documentation of personal or family illness, disability, or death to the University in order to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he/she will be required to provide such documentation.
3. Employees who have unscheduled absences due to illness on a scheduled work day preceding 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.
4. When medical documentation is required by the University 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.
5. The University may have an employee claiming 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.

6. Any employee who anticipates a series of three (3) or more medical appointments which will require a repeated use of sick leave shall inform his/her immediate supervisor of the anticipated schedule of treatment.
7. Except for employees who have been granted leave that qualifies as FML leave, as defined in Article 17, Section D, 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.

E. Transfer and Reinstatement of Sick Leave

1. 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. An employee reemployed 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 reemployed 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. 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. This Article shall apply to employees with split appointments only if the majority of their time is in a bargaining unit(s) covered by this Agreement. In determining the majority of time, time spent in student appointments shall be disregarded.

F. Attendance Standards

1. When the University determines that sick leave is being abused, the University shall have the discretionary, nongrievable authority to establish attendance standards. Employees who do not meet such standards shall be subject to discipline, up to and including discharge.
2. The number of hours of sick leave generated per month 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 changed attendance standards, the University shall inform AFSCME.

G. Catastrophic Leave

Employees in this bargaining unit are eligible to participate in the Catastrophic Leave Donation Program to the same extent as other staff employees generally, both as recipients and donors, for their own or their eligible family member's catastrophic illness or injury. An employee who has exhausted her/his own paid leave (vacation, sick leave, compensatory time off) is eligible to be a recipient of donated Catastrophic Leave if he/she is eligible to accrue and use vacation; is on an approved leave, or is absent intermittently to undergo multiple treatments for an eligible condition; is not on any other University pay status; and is not presently receiving University disability or Worker's Compensation benefits. An employee who is eligible to accrue and use vacation may request approval to participate as a donor of Catastrophic Leave. Sick Leave and compensatory time off credits may not be donated.