

ARTICLE 24

SICK LEAVE

- 24.1 Following completion of one (1) academic qualifying pay period or one (1) qualifying pay period, a full-time faculty unit employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional academic qualifying pay period or qualifying pay period, eight (8) hours of credit for sick leave with pay shall be accrued.
- 24.2 Faculty unit employees who are appointed less than full-time shall accrue and use credit for sick leave with pay on a pro rata basis. **Faculty may also use sick leave on a pro rata basis. [CFA accepts]**
- 24.3 Sick leave may be accumulated without limit. No additional sick leave with pay beyond that accumulated shall be granted.
- 24.4 Upon request, a faculty unit employee who returns to CSU employment within ten (10) months following the date of separation shall be credited by the campus with their sick leave balance at the time of separation from previous CSU employment. If the faculty unit employee is appointed to a classification in which sick leave is not accrued, this provision shall not apply.
- 24.5 A faculty unit employee shall be responsible for immediately reporting an absence to the appropriate administrator.
- 24.6 A faculty unit employee shall be responsible for promptly completing and signing the campus absence form and returning the absence form to the appropriate administrator.
- 24.7 A faculty unit employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave. A faculty unit employee shall not normally be required to provide such a statement or verification for an absence of three (3) consecutive days or less charged to sick leave.
- 24.8 Under no circumstances may a faculty unit employee be granted sick leave for days during layoff periods, during a leave of absence without pay or during an officially scheduled campus closure, unless the faculty unit employee is officially scheduled to work during such a closure.

24.9 The CSU shall provide each bargaining unit employee with an annual statement that includes, at a minimum, the employee's total accrued sick leave at that campus. CSU further agrees to develop a system that will allow for monthly or online sick leave balance reporting.

Absences for Which Sick Leave May Be Charged

24.10 The use of sick leave may be authorized by the President only when a faculty unit employee is absent because of:

- a. illness or injury, or disability related to pregnancy or childbirth;
- b. exposure to contagious disease;
- c. dental, eye, or other physical or medical examinations or treatments by licensed practitioners;
- d. illness or injury in the immediate family;
- e. death of a person in the immediate family; or
- f. an extension of the parental leave benefit pursuant to Article 23.4 of the Agreement.

24.11 ~~The term "immediate family" as used in this Agreement shall refer to the employee's spouse or domestic partner, parent, grandparent, grandchild, child, child-in-law, sibling, parent's sibling, stepchild or stepparent of the employee, spouse or domestic partner, and close relative or persons residing in the immediate household of the employee (except domestic employees or roomers). Also included in this definition shall be any minor children or incapacitated individuals for whom the employee has primary responsibility or legal guardianship or conservatorship.~~

**The term "immediate family" as used in this Agreement shall refer to:**

- **The employee's spouse or domestic partner and;**
- **The employee's, spouse's or domestic partner's: parent, grandparent, grandchild, child, child-in-law, sibling, child of a sibling, parent's sibling, stepchild or stepparent and;**
- **Close relative or persons residing in the immediate household of the employee (except domestic employees or roomers) and;**

- ~~Any minor children or incapacitated individuals for whom the employee has primary responsibility or legal guardianship or conservatorship and;~~
- ~~Persons designated by the employee whose relationship is equivalent to that of a family relationship (designated at the time of leave request).~~

“Immediate family” as used in this Article shall mean:

- The employee’s spouse or registered domestic partner;
- The following relationships to the employee and their spouse or registered domestic partner: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, and step), or parent’s siblings;
- The employee’s child-in-law;
- A person living in the immediate household of the employee, except domestic employees or roomers;
- Minor children or incapacitated individuals for whom the employee has primary responsibility or legal guardianship or conservatorship;
- Designated person.\* [CFA accepts except for “registered”]

24.12 The President may authorize up to forty (40) hours of accrued sick leave credits for each death in the immediate family.

24.13 Sick leave for family care is primarily for emergency situations. Up to forty (40) hours of accrued sick leave credit may be used for family care during any one (1) calendar year.

24.14 An employee may use accrued sick leave upon mutual agreement between the employee and appropriate administrator during the period of family leave provided in Article 22, Leaves of Absence Without Pay. The use of such sick leave during this period of family leave shall not be limited to forty (40) hours as required in provision 24.13.

24.15 A full-time faculty unit employee shall be charged eight (8) hours sick leave for each day they were not available to work due to an absence chargeable to sick leave. Sick leave shall be charged for each day, exclusive of days on which the

campus is closed, from the onset of such an absence until the employee resumes attendance at the campus or until the employee notifies the appropriate administrator they are available to resume work. A faculty unit employee shall not be considered to work more than five (5) days in a seven (7) day period for the purpose of charging sick leave.

24.16 The President may authorize up to sixty (60) days of unpaid sick leave or the use of vacation for a faculty unit employee who has exhausted their accumulated sick leave.

24.17 The President may, when they determine a critical need exists, authorize unpaid sick leave in excess of sixty (60) days.

24.18 If the President determines that a faculty unit employee is unable to carry out their duties due to medical incapacity, the President may authorize directed sick leave.

#### Supplement to Industrial Disability Leave

24.19 Upon written notification to CSU by an eligible faculty unit employee, the faculty unit employee may elect to supplement Industrial Disability Leave (IDL) payments with charges to their accrued sick leave. Such a notice shall be no later than fifteen (15) days after the report of the injury.

24.20 Such supplementation shall continue until the faculty unit employee has exhausted their accrued sick leave or until the faculty unit employee provides to the CSU written notification they wish to discontinue supplementation.

24.21 Such a supplement to IDL payments shall not result in the faculty unit employee receiving a payment in excess of their regular salary or wage.

24.22 All payments received by a faculty unit employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

### Catastrophic Leave Donation Program

24.23 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, and CTO, due to a catastrophic illness or injury, or whose principal place of residence has been impacted by a natural disaster and state of emergency.

a. Catastrophic Illness or Injury

Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. The following provisions shall apply:

1. An employee, their representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definition provided in 24.23.
2. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
3. An employee may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
4. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the State Compensation Insurance Fund upon the application for these benefit(s) by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.

5. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for six (6) calendar months calculated from the first day of catastrophic leave. After three (3) months the President may request verification of the continuing illness or injury. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
6. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
7. Only vacation and sick leave credits may be donated.
8. Donated leave credits may not be used to receive service credit following a service or disability retirement.
9. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
10. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member, and the employee has exhausted both all of their accrued vacation credits and all of their accrued sick leave credits that may be used for family care in accordance with the appropriate collective bargaining Agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family members shall be defined in accordance with the definition contained in the sick leave provisions of the Collective Bargaining Agreement covering the recipient employee.
11. The provisions of this Agreement shall be subject to the grievance procedure contained in the collective bargaining Agreement applicable to the grieving employee.

12. Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates actually pledged. This will ensure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay period, the most recently donated leave credits that cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co-worker who needs the credits.
13. Campuses, with the approval of the President, may implement this program through the creation of a sick leave bank that would be available for use by all campus employees, including non-bargaining unit personnel. Such implementation is contingent upon the agreement of all bargaining units.
14. If the recipient employee has exhausted all donated leave credits from the campus and is in need of additional donations to complete the approved catastrophic leave period, sick leave or vacation credits may be transferred from donor employees at other CSU campuses, within the parameters of applicable Federal tax laws, provided the President of the recipient employee's campus agrees to receive such donated leave credits.

b. Natural Disaster and State of Emergency

1. Catastrophic leave for a natural disaster shall be leave for an employee who faces financial hardship because the employee has exhausted all of their accrued vacation credits; accrued sick leave credits; personal holiday credits; and C.T.O. credits; and is unable to work due to the effect of a natural disaster on the employee's principal residence.
2. The employee resides in one of the counties or cities where a state of emergency exists as declared by the Governor.<sup>1</sup>

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<sup>1</sup> The state of emergency need not be in place at the time a recipient employee requests or takes donated leave.

3. An employee, their representative or the employee's family member must request the employee's participation and provide appropriate verification as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definitions provided above.
4. An employee may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
5. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
6. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for six (6) calendar months calculated from the first day of catastrophic leave. After three (3) months the President may request verification of the continuing need for catastrophic leave. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
7. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the natural disaster and state of emergency.
8. Only vacation and sick leave credits may be donated.
9. Donated leave credits may not be used to receive service credit following a service or disability retirement.
10. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
11. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining agreement covering the grieving employee.

12. Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates actually pledged. This will ensure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay period, the most recently donated leave credits that cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co-worker who needs the credits.
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14. If the recipient employee has exhausted all donated leave credits from the campus and is in need of additional donations to complete the approved catastrophic leave period, sick leave or vacation credits may be transferred from donor employees at other CSU campuses, within the parameters of applicable Federal tax laws, provided the President of the recipient employee's campus agrees to receive such donated leave credits.

*\* The CSU proposes to include the following in the Definitions Article:*

**The term “designated person,” as used in this Agreement and as set forth in Government Code section 12945.2, means any individual related by blood or whose association with the employee is the equivalent of a family relationship. A designated person is identified at the time the employee requests leave and is limited to one designated person per 12-month period. [CFA accepts]**