

## ARTICLE 13

### HOLIDAYS AND LEAVES OF ABSENCE WITH PAY

#### Holidays

- 13.1 The holidays designated in this Article are intended to be a day off of a regularly scheduled workday. The ELP Instructor will receive his/her regular pay for any holiday falling on a day the ELP Instructor was scheduled to teach, but courses were not scheduled due to the holiday.
- 13.2 The following paid holidays, except as provided in provision 13.4 below, shall be observed on the day specified:
- a. January 1
  - b. Third Monday in January (Martin Luther King Jr. Day)
  - c. March 31 (Cesar Chavez Day)
  - d. July 4
  - e. First Monday in September (Labor Day)
  - f. November 11 (Veteran's Day)
  - g. Thanksgiving Day
  - h. December 25
  - i. Any other day designated by the Governor for a public fast or holiday.
- 13.3 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled for observance on another day by the President.
- a. February 12 (Lincoln's Birthday)
  - b. Third Monday in February (Washington's Birthday)
  - c. Last Monday in May (Memorial Day)
  - d. Admission Day
  - e. Second Monday in October (Columbus Day)

- 13.4 Any holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any holiday in this Article which falls on a Sunday shall be observed the following Monday.
- 13.5 An ELP Instructor scheduled to work on the day a holiday is officially observed shall be entitled to the holiday in accordance with provision 13.1.
- ELP Instructors not scheduled to work on the day the holiday is observed are not entitled to the holiday.
- 13.6 An ELP Instructor on a leave of absence without pay or in other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.
- 13.7 Sections 13.1 through 13.6 apply to Core ELP Instructors and Term ELP Instructors. They are not applicable to Substitute ELP Instructors.
- 13.8 A campus yearly calendar shall be posted on the Divisional website at least thirty (30) days before its effective date.

#### Jury Duty

- 13.9 An ELP Instructor who serves on jury duty shall receive his/her base salary and is permitted to keep any mileage payments made by the court only if he/she remits certification of the completion of jury duty. Employees are not entitled to juror pay for jury duty.
- 13.10 An ELP Instructor shall be eligible for time off with pay for jury duty only for those courses he/she was scheduled to work.
- 13.11 An ELP Instructor who receives initial notification that he/she is subject to jury duty shall notify the appropriate administrator.
- 13.12 The ELP Instructor is required to notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the ELP Instructor when requested by the appropriate administrator.

#### Leave to Vote

- 13.13 An ELP Instructor who would otherwise be unable to vote outside of his/her regular working hours may be granted up to two (2) hours of work time without loss of pay to vote at a general, direct primary, special, or presidential primary election.
- 13.14 An ELP Instructor shall be required to request such leave time in writing from the appropriate administrator at least five (5) working days prior to the election.

#### Absence as a Witness

- 13.15 ELP Instructors serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees. Whenever possible, ELP Instructors shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 13.16 An ELP Instructor who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the ELP Instructor's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the ELP Instructor does not remit such fees, an amount equal to the fees shall be deducted from the ELP Instructor's salary.
- 13.17 An ELP Instructor who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the ELP Instructor while on leave. If the ELP Instructor retains the entire fee, the ELP Instructor shall be docked for the period of absence.
- 13.18 An ELP Instructor serving as a court-subpoenaed witness on a holiday shall serve on his/her own time.
- 13.19 An ELP Instructor who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on his/her own time. The ELP Instructor shall be docked for the period of absence.

#### Military Leave

- 13.20 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible ELP Instructors in accordance with state and federal laws.

#### Bereavement/Funeral Leave

- 13.21 "Immediate family" as used in this Article shall mean:
- a. the Instructor's spouse or registered domestic partner;
  - b. the Instructor's, spouse's or registered domestic partner's parent, step-parent, grandparent, great-grandparent, sibling, child, grandchild (including foster, adopted, and step), aunt, uncle;
  - c. the Instructor's son-in-law, daughter-in-law;
  - d. a person who is living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

13.22 For each death of an immediate family member as defined in Provision 13.21, upon request to the President, the Core ELP Instructor or Term ELP Instructor shall be granted five (5) days leave with pay. Substitute ELP Instructors are not eligible for bereavement leave.

13.23 Upon request, bereavement/funeral leave may be supplemented with an ELP Instructor's PTO.

#### Organ Donor and Bone Marrow Leave

13.24 Upon presentation of written verification that they are organ or bone marrow donors and there is a medical necessity for the donation, employees who have exhausted all available Personal Time Off are eligible for the following leaves of absence with pay:

- a. A paid leave of absence not exceeding thirty (30) consecutive calendar days in any one-year period to any employee who is donating his or her organ to another person.
- b. A paid leave of absence not exceeding five (5) consecutive calendar days in any one-year period to any employee who is donating his or her bone marrow to another person.

#### Parental Leave

13.25 Parental Leave shall refer to a leave for the purpose of a parent preparing for the arrival of, or a parent or legal guardian caring for, a new child, up to his/her eighteenth (18th) birthday, to the employee's immediate family due to the birth, adoption, foster care assignment, or legal guardianship of the minor child with the employee.

An employee shall be entitled to a maximum of thirty (30) workdays Parental Leave (as defined above, and subject to the requirements of Provision 21.9) per calendar year, with pay which shall commence within sixty (60) days of the arrival of a new child. Such leave shall be taken consecutively, unless mutually-agreed otherwise by the employee and the appropriate administrator. Parental Leave is normally taken in daily increments. Paid Parental Leave runs concurrently with any other related leaves for which the employee is eligible.

#### Personal Time Off

13.26 Each Core ELP Instructor shall receive eight (8) days of Personal Time Off (PTO) per appointment, and each Term ELP Instructor shall receive two (2) days of PTO per semester term, and one (1) day per summer term. The PTO shall be available following

completion of three (3) days of classroom instruction. Substitute ELP Instructors will not receive PTO.

13.27 PTO can be used for any reason, at any time.

13.28 There shall be no accumulation of Personal Time Off. At the end of each appointment, the Core ELP Instructors will be paid for PTO that has not been used during that appointment. At the end of each term, Term ELP Instructors will be paid for one (1) day of PTO if the PTO has not been used.

### Reporting Absences

13.29 Core ELP Instructors and Term ELP Instructors shall submit, in advance, a request to the appropriate administrator to use PTO for reasons other than illness or injury.

13.30 An ELP Instructor shall be responsible for reporting an absence to the appropriate administrator as soon as possible in compliance with department and campus policies. The CSU recognizes that extenuating circumstances may prevent an Instructor from calling in before the start of his/her class, but the Instructor will make every effort to call in as far in advance as possible.

13.31 An ELP Instructor shall be responsible for completing and signing the campus absence form and returning the absence form to the appropriate administrator on the date designated by the appropriate administrator.

13.32 An ELP Instructor may be required to provide a physician's statement or other appropriate verification when absent five (5) or more consecutive days due to illness/injury. An ELP Instructor shall not normally be required to provide such a statement or verification for an absence of five (5) consecutive days or less.

13.33 Substitute ELP Instructors will be required to complete time sheets in accordance with departmental policy.