

**Proposal from SEIU 521 to Kern County**

**SEIU reserves the right to add, modify, and delete to the following proposal.**

Section 2. Sick Leave

A. In accordance with the Healthy Workplaces, Healthy Families Act of 2014, employees are entitled to utilize accrued leave for the following reasons:

1. Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or
2. Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.

~~In addition, An with appropriate certification an~~ employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy. ~~for the following reasons:~~

- ~~1. To obtain or attempt to obtain any relief, including, but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child or children.~~
- ~~2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.~~
- ~~3. To obtain services from a domestic violence shelter, program, or rape crisis center.~~
- ~~4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.~~
- ~~5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.~~

B. Each full-time employee covered by this Agreement shall accrue sick leave as follows:

<u>Years of Continuous Service</u>	<u>Biweekly Accrual</u>	<u>Days/Year</u>
0 through 5	<del>2.66667</del> <u>3.69231</u> hrs.	<del>128.67</del> <u>152</u>
6 or more	<del>3.69231</del> <u>4.61538</u> hrs.	<del>152</del> <u>152</u>

C. Unused sick leave may be accumulated up to a maximum of 1152 hours.

D. Sick Leave Payoff Schedule - Each employee covered by this Agreement will be paid upon death or active retirement (deferred retirement excepted) for unused sick leave as follows:

<u>Years of Continuous County Service</u>	<u>Payoff Rate</u>
0 through 19	50%
20 through 24	75%
25 or more	100%

1. For the purposes of this subsection, Continuous County Service shall mean uninterrupted employment with the County of Kern. Authorized leaves of absence shall not be considered as a break in service.
2. The amount payable under this subsection shall be calculated based upon the employee's rate of compensation and years of continuous service at the time of retirement or death.

E. Usage of paid sick leave shall be administered according to the provisions of Section 1198 of the Kern County Administrative Policy and Procedures Manual.

F. Employees whose units of work are equal to 80 regular working hours per pay period ("Full-time Employees")

**Proposal from SEIU 521 to Kern County**

**SEIU reserves the right to add, modify, and delete to the following proposal.**

shall be eligible to receive a cash bonus of 24 hours at their regular rate of pay, if on the pay ~~day~~ immediately preceding Christmas they have accrued the maximum amount of unused sick leave ( 1152 hours for Full-time Employees) and have used ~~1040~~ hours or less of sick leave during the previous payroll periods during that calendar year.

Employees whose units of work are less than 80 regular working hours per pay period ("Part-time Employees") shall be eligible to receive a prorated cash bonus at their regular rate of pay, determined using the ~~proportion~~ proportion of their units of work to that of a Full-time Employee (80 hours), if on the pay day immediately preceding Christmas they have accrued the maximum amount of unused sick leave (proportionate to the maximum amount for ~~full~~ full-time

**Proposal from SEIU 521 to Kern County**

**SEIU reserves the right to add, modify, and delete to the following proposal.**

Employees) and have used 10 hours or less of sick leave during the previous payroll periods during that calendar year. The maximum sick leave accrual for part-time employees shall be proportionate to the maximum accrual for full-time employees, based on the number of regular hours worked per pay period by the part-time employee.

G. Bereavement Leave

~~I.~~ Employees covered by this Agreement shall be eligible for up to 5 days per incident, ~~and a maximum of~~

~~1.~~

~~10 days of paid bereavement leave each calendar year.~~

~~2.~~ Bereavement Leave shall be limited to time off in the case of the death or funeral of an immediate family member, including loss of pregnancy due to miscarriage.

~~3.~~ "Immediate family member" shall be defined according to Section ~~11~~  
~~4~~ 98.2(d) of the Kern County Administrative Policy and Procedures Manual.

~~4.~~ Usage of this leave shall not limit an employee's ability to use family sick leave or accrued vacation subject to the requirements of this Agreement and/or the Kern County Administrative Policy and Procedures Manual.

~~Bereavement leave will not be accrued, and shall have no cash value if unused by the employee~~