

Article 18: Leaves

18.01 APPLYING FOR LEAVE

- A. **Leave Application.** For all leaves that require application, whether paid or unpaid, application to the appropriate Vice President, Academic Affairs or Student Services as appropriate to faculty assignment, should be made at least three (3) months in advance of the requested leave, unless a different time period is identified in the description of the leave in this Article. The appropriate Vice President shall recommend a decision regarding the leave to the Board of Trustees. The appropriate Vice President shall notify the faculty member of his/her recommendation prior to Board action. The Director of Human Resources shall communicate the final decision of the Board of Trustees to the faculty member.
- B. **Leave Notice:**
1. Except in cases of leaves that are not amenable to three-month planning such as sudden illness, injury, adoption, bereavement, jury duty, military or personal necessity, all faculty members shall give notice in writing of their impending absence to their Department Chair/Supervising Administrator at least three (3) months in advance. Notice for leaves that are not amenable to three-month planning shall be given as soon as possible to permit department planning to meet the needs of students.
 2. For all leaves, whether paid or unpaid, faculty members are required to submit a completed Notice of Absence form to their Department Chair or Supervising Administrator if there is no Department Chair within one calendar week of their return from leave.
- C. **Leave Extension:** A faculty member may apply for an extension of any leave by submitting documentation to the appropriate Vice President for consideration three (3) months in advance of the requested leave extension. The appropriate Vice President shall recommend a decision regarding the leave extension to the Board of Trustees. The appropriate Vice President shall notify the faculty member of his/her recommendation prior to Board action. The Director of Human Resources shall communicate the final decision of the Board of Trustees to the faculty member.
- D. **Benefit Coverage:**
1. Unless specifically identified otherwise under the description of specific leaves in this Article, during an unpaid or extended leave, the faculty member is responsible for paying the premiums to maintain coverage by the District's group health plan.
 2. Retirement credit typically does not accrue during Unpaid Leaves.

18.02 HEALTH-RELATED LEAVES

A. Sick Leave

1. Regular, Probationary, and Temporary Faculty

- a. Full-time faculty in these categories shall earn Sick Leave at the rate of ten (10) days per academic year. Faculty employed at less than 100% shall be granted a pro-rata portion of Sick Leave. The Education Code 88781 states that Sick Leave can be credited in advance of being earned for the current academic year.
- b. Unused Sick Leave will accrue from academic year to academic year.
- c. All new faculty members shall be credited with unused Sick Leave that was accrued in another California school district immediately preceding employment, provided the employee presents the District with proof of such accrual within six (6) months of his/her date of hire.
- d. Sick Leave will be credited at the beginning of each academic year and may be used at any time during the year, including during Summer school. However, if the faculty member leaves employment prior to the end of the year and has used more Sick Leave than actually earned to date, a deduction will be made from the employee's last paycheck for used but unearned time.
- e. Whenever a faculty member claims Sick Leave for ten (10) or more consecutive working days, the District may require the employee to provide a written verification by his/her physician of the need for Sick Leave.
- f. A faculty member who is absent for less than one (1) full day shall have deducted from his/her accumulated leave the pro-rata portion of a day based on the ratio of duty hours absent to the total number of required assigned hours for that day.
- g. Sick Leave may be used when a faculty member is incapacitated due to illness or injury or for medical and dental appointments that could not reasonably be set outside of scheduled working hours. Sick Leave may also be used for Adoption Leave, Bereavement Leave, Maternity Leave or Personal Necessity Leave as outlined in this Article.

2. Adjunct Faculty and Regular, Probationary, and Temporary Faculty with Hourly Assignments

- a. Faculty members in these categories shall earn one (1) hour of Sick Leave for every seventeen and one half (17.5) contact hours, including Summer school. Regular, temporary, and probationary faculty accumulated Sick Leave for hourly assignments shall be accumulated separately from their contract Sick Leave and is subject to the conditions outlined below.
- b. Sick Leave is cumulative and may be transferred to those districts that accept Sick Leave transfer for hourly work.
- c. The District will recognize any accumulated Sick Leave that a faculty member has accrued for hourly work from the time of initial employment until the present date.

- d. All Sick Leave earned or accumulated under this Article may be used only during a period of time when a faculty member is actively employed by the District.
- e. The granting of Sick Leave or accumulation of Sick Leave under this Article shall not be construed as conferring any right to continual employment or in limitation of the District right to terminate employment as authorized by law.
- f. Sick Leave may be used when a faculty member is incapacitated due to illness or injury or for medical and dental appointments that could not reasonably be set outside of scheduled working hours. Sick Leave may also be used for Adoption Leave, Bereavement Leave, Maternity Leave or Personal Necessity Leave as outlined in this Article.

B. Supplemental Sick Leave

- 1. Timeline Overview:
 - a. Supplemental Sick Leave will be automatically applied for an eligibility period of up to 100 work days, commencing with the 11th day of any absence.
 - b. Supplemental Sick Leave runs concurrently with any accumulated regular Sick Leave and Catastrophic Leave, if applicable, commencing with the 11th day of absence.
 - c. During the Supplemental Sick Leave period the faculty member may apply for Long Term Disability.
- 2. Implementation of Supplemental Sick Leave pay:
 - a. When a regular, probationary, or temporary faculty member has utilized all accumulated Sick Leave and Catastrophic Leave, if applicable, and is still absent from duty on account of illness or accident, then the provisions for Supplemental Sick Leave pay are implemented for the remainder of the 100 day Supplemental Sick Leave eligibility period.
 - b. District Supplemental Sick Leave Pay: During the Supplemental Sick Leave period after all paid leaves are exhausted, a faculty member's salary will be reduced by the amount that is actually paid a temporary substitute who is employed to fill his/her position during the absence. Alternately, if no substitute is employed, the District will deduct only for each actual instructional or assigned hour missed, at the hourly rate at Step 1 of the salary schedule column in which the faculty member is placed.
- 3. Supplemental Sick Leave and Benefits: During the Supplemental Sick Leave period of time the District will continue to pay for all employee benefits.
- 4. Supplemental Sick Leave and Long-Term Disability (LTD):
 - a. During the 100 day Supplemental Sick Leave period and when all Sick Leave and Catastrophic Leaves, if applicable, have been exhausted, a faculty member may apply for Long-Term Disability coverage according to the provisions of paragraph 18.02.D. and Article 10: Benefits.

1. If the long-term disability claim is accepted he/she will be placed on Unpaid Leave for up to one (1) year during which time the District will pay the member's health, dental, and vision benefits and the disability insurance carrier will pay 66 2/3% of the faculty member's salary, less any other income source, such as Worker's Compensation. The one-year period for District benefits begins when the Long-Term Disability claim is accepted.
 2. In the event that the claim is denied, and the faculty member decides to initiate the appeal process, the District will continue to pay the member's health, dental and vision benefits until the determination of the claim is made by the disability insurance carrier.
- b. This one-year period of time, referenced in paragraph 18.02.B.4.a, is intended to provide the time necessary to complete the application for STRS Disability coverage, if the faculty member is eligible for it. If the faculty member is not eligible for STRS Disability, and has an accepted LTD claim, the disability insurance carrier will pay 66 2/3% of the faculty member's salary until the faculty member reaches the age of normal retirement. Normal retirement age is defined in the Long-Term Disability contract with the District.
 - c. If the member is unable to return to work at the end of the year, he/she may request an Unpaid Leave for up to one additional year, but health, dental, and vision benefits will cease to be paid by the District. However, since the faculty member is still an employee of the District on an approved Unpaid Leave he/she may purchase health benefits through the District plan. The provisions of paragraph 18.03.J will apply.

C. Catastrophic Leave and Catastrophic Leave Bank

1. Catastrophic Leave is a paid leave of absence due to life threatening, long-term illness or injury, as verified by a physician, which clearly disables the faculty member or a member of their immediate family.
 - a. A Catastrophic Leave shall be an additional paid leave available from accumulated Sick Leave donated by other faculty members to a specified faculty member, or available in the Catastrophic Leave Bank applied for by the faculty member.
 - b. Faculty must first exhaust all accrued Sick Leave before qualifying for Catastrophic Leave.
 - c. Catastrophic Leave shall not be used in conjunction with any Long-term Disability or Worker's Compensation leave.
 - d. While a faculty member is on Catastrophic Leave using donated hours, no Sick Leave shall accrue.
2. Faculty members may donate hours of accrued Sick Leave to be used by other faculty members suffering from catastrophic illness or injury either to themselves or members of their immediate family.

- a. Faculty must donate leave in increments of whole hours. The donating faculty member must retain a balance of Sick Leave equal to a minimum of one (1) year of accumulated Sick Leave (ten (10) days or eighty (80) hours for regular and probationary faculty, and thirty (30) hours for adjunct faculty).
 - b. The Human Resources Department shall adjust the leave balance of all faculty members to reflect donation and use of Catastrophic Leave hours. All time donated shall be credited on an hour-for-hour basis regardless of pay differential between donating faculty member and recipient.
3. Faculty who have completed the equivalent of one (1) full year (100% load for one year) of paid service to the District, shall be eligible for a Catastrophic Leave. Note: Adjunct faculty may utilize Catastrophic Leave only during a period of time when the faculty member is actively employed by the District.
- a. A faculty member requesting a Catastrophic Leave must receive the recommendation of the Department Chair and supervising administrator, and must notify the Human Resources Director.
 - b. An initial Catastrophic Leave may be approved for up to a maximum of 23 days of the Contract Year, to cover time the faculty member performs regular and/or hourly assignments during that time period.
 - c. When requested by the faculty member, one extension may be granted of up to a maximum of 23 days of the Contract Year, to cover time the faculty member performs regular and/or hourly assignments during that time period.
 - d. A maximum of two requests may be granted for each life-threatening, long-term illness or injury event, as verified by a physician.
4. Requests for Catastrophic Leave donations shall be made through publication of a notice in a District-wide internal publication, through the Public Relations Office, or by special notice distributed by the Human Resources Department.
5. In the event that any donated Sick Leave time remains unused, that time shall be placed into a Catastrophic Leave Bank for use by qualified faculty members according to the terms of this Article.
- D. **Long-Term Disability Leave:** Should a regular faculty member become disabled while employed by the District, he/she is eligible to apply for Long-Term Disability Leave. (See Article 10: Benefits, and also paragraphs 18.02.A, B and C.)
- E. **Maternity Leave**
1. Faculty members shall be entitled to use Sick Leave as set forth in this Article for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth, and recovery.
 2. Once all available Sick Leave has been used, the faculty member is eligible to apply for Family Medical Leave. See paragraph 18.02.F.
 3. Once all Sick Leave and Family Medical Leave, if approved, has been exhausted, an Unpaid Leave shall be extended for as long as the faculty member, in the written opinion of her physician, is medically unable to return to duty.

F. Family Medical Leave

1. In accord with state and federal law, under certain conditions faculty members may be entitled to an Unpaid Leave of Absence for up to twelve (12) weeks for reasons related to family circumstances. Such qualifying circumstances include:
 - a. Birth of a child;
 - b. Care of a child, spouse, or parent who is ill; and
 - c. Adoption.
 - d. Other circumstances may also apply. Faculty members should consult with the Human Resources Department regarding eligibility, application procedures, and other procedures related to Family Leave.
2. During a Family Leave, a faculty member will continue to receive the same District-paid medical benefits as prior to the leave.

G. Industrial Accident or Illness Leave: All faculty members who are eligible for Workers' Compensation benefits shall be provided with Industrial Accident or Illness Leave according to the provisions of Education Code Section 87787.

1. The accident or illness must have arisen out of and in the course of the employment of the faculty member and must be accepted by the Worker's Compensation Insurance carrier as a bona fide injury or illness.
2. Allowable leave for each industrial accident or illness shall not exceed sixty (60) days, in any one (1) fiscal year, during which the college is in session or when the faculty member would otherwise have been performing work for the District.
3. Allowable Industrial Accident Leave will not be accumulated from year to year.
4. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the faculty member shall be entitled to only the amount of unused Industrial Accident Leave due for the same illness or injury.
5. The leave under these rules and regulations will commence on the first day of absence.
6. Payment for wages lost, when added to an award granted the faculty member under the Workers' Compensation laws of this state, shall not exceed the normal wage for the day.
7. Industrial Accident or Illness Leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
8. During any paid leave of absence, the faculty member will endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, will issue the faculty member appropriate salary warrants for payment of the faculty member's salary and will deduct normal retirement (on the full salary) and other authorized contributions.

9. Upon termination of the Industrial Accident or Illness Leave, the faculty member will be entitled to the benefits provided for Sick Leave (Education Code 87781) and absence for such purpose will be deemed to have commenced on the date of termination of the Industrial Accident or Illness Leave, provided that if the faculty member continues to receive temporary disability indemnity, he/she may elect to draw on accumulated Sick Leave to provide a total income (including temporary disability indemnity payments) not to exceed normal full wages.
10. Periods of leave of absence under this provision shall not be considered to be a break in service of the faculty member.
11. Any faculty member receiving Workers' Compensation benefits shall remain within the State of California during periods of illness or injury unless otherwise authorized by the Board.

18.03 OTHER LEAVES: (See Ed Code Sections 87035 – 87045.)

- A. **Adoption Leave:** Faculty members shall be entitled to use Sick Leave (see 18.02.A) for Adoption Leave to a maximum period of six (6) weeks.
- B. **Bereavement Leave**
 1. Initial Bereavement Leave:
 - a. Regular, probationary, and temporary faculty shall be entitled to initial paid Bereavement Leave sufficient to allow up to five (5) consecutive days, excluding weekends and holidays, on the account of the death of any member of their immediate family.
 - b. Initial Bereavement Leave shall not be deducted from Sick Leave.
 - c. Adjunct faculty who have completed two (2) employment terms of paid service in the District will be eligible for paid Initial Bereavement Leave.
 2. Additional Bereavement Leave
 - a. If more than five days of Bereavement Leave are required, any faculty member may apply to the Vice President of Academic Affairs for Additional Bereavement Leave, which shall be deducted from available Sick Leave.
 - b. The Board may grant days of Additional Bereavement Leave with full compensation when regular Sick Leave is not available.
- C. **Unpaid Educational Leave**
 1. Under the provisions of Education Code Section 87767, the District may grant a regular faculty member, who has rendered service to the District for at least six (6) consecutive years preceding the granting of the leave, an unpaid Educational Leave not to exceed one (1) year for the purpose of permitting study, travel, or work experience by the employee which will benefit the District and students of the District.
 - a. The time spent on an unpaid Educational Leave will be regarded as employment with the District with regard to credit for salary placement and seniority ranking. Payment of premiums for the continuation of health benefits will be the responsibility of the faculty member.

- b. For the purposes of this Article, the acceptance and implementation of a major award or grant that involves travel and scholarship, such as the Fulbright Scholarship, shall be considered as an unpaid Educational Leave when approved by the District.
2. Adjunct faculty who have rendered service to the District for at least twelve (12) consecutive semesters are eligible for an unpaid Education Leave not to exceed one (1) year for the purpose of permitting study, travel, or work experience by the employee which will benefit the District and students of the District. Status with regard to maintaining assignment priority is explained in Article 16.
3. Requests for an Educational Leave must be submitted in writing to the Vice President of Academic Affairs for recommendation to the Board of Trustees at least three (3) months prior to the beginning of the leave period. For any Unpaid Leave the provisions of paragraph 18.03.J apply.

D. Exchange Leave

1. Pursuant to the provisions of Education Code Section 87422, the District may grant a regular faculty member an Exchange Leave.
2. All exchanges shall be on a one-for-one basis, and visiting personnel shall meet District requirements for employees in their certificated classification.
3. The employee shall continue to receive salary and other benefits from the District during the Exchange Leave.
4. The time spent on an Exchange Leave shall count for service credit to the District.
5. Salary, benefits, and other expenses of visiting exchange personnel shall not be the responsibility of the District.

E. Jury Duty Leave

1. Any faculty member called for jury duty in the manner provided for by law shall be entitled to a paid Jury Duty Leave. It is suggested that faculty members request that they be excused from jury trials that seem likely to last longer than five (5) working days. If a trial unexpectedly lasts longer than five (5) days, the District, upon request of the faculty member, shall extend the period of Jury Duty Leave.
2. Jury Duty Leave shall not be deducted from Sick Leave.
3. Reimbursement to the District of any moneys earned as a juror, except mileage, shall be made by the faculty member.

F. Military Leave

1. A Military Leave shall be granted to a regular or probationary faculty member who receives orders to active duty during the academic year, for a period not to exceed one hundred eighty (180) calendar days, including travel time, for purposes of active military training, encampment, naval cruises, special exercises, mobilization, or national emergency, as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

2. A regular or probationary faculty member who has been employed by the District continuously for not less than one (1) year shall be entitled to receive his/her salary for the first thirty (30) calendar days of such Military Leave.
3. Military Leave shall not be deducted from Sick Leave.
4. A copy of the official orders shall be submitted to the Human Resources Department at the time of such request.

G. Personal Necessity Leave

1. Pursuant to Education Code Section 87784, the District may grant a faculty member who has been employed by the District for at least six (6) months, up to six (6) days of paid Personal Necessity Leave per academic year, with an additional five (5) days of Supplemental Personal Necessity, up to the extent of available Sick Leave. Personal necessity may include:
 - a. Death or serious illness of a member of his or her immediate family.
 - b. An accident involving his or her person or property, or the person or property of a member of his or her immediate family (as defined in this Article).
 - c. Matters of compelling personal importance that cannot be accomplished at times other than assigned work hours.
 - d. Fulfilling the requirements of adoption.
 - e. Appearing in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
2. The District may request a proof of necessity for Personal Necessity Leaves.
3. Personal Necessity Leave may be granted by the President or designee for reasons other than those listed above. The employee shall submit a written request for the leave directly to the President or designee who shall have discretion to require proof of necessity.
4. Personal Necessity Leave may not be used for recreation or social events.
5. Personal Necessity Leave will be deducted from available Sick Leave.
6. For all faculty the actual number of hours of the leave shall be reported on the Absence Form and deducted from accumulated Sick Leave.
 - a. For regular faculty eight (8) hours of leave shall be deducted for a full day's absence on Personal Necessity Leave regardless of the total number of required assigned hours of that day. Regular Faculty employed at less than 100% shall have a pro-rata number of hours deducted for a full day's absence.
 - b. A faculty member who is absent for less than one (1) full day shall have the actual number of hours absent deducted from his/her accumulated leave based on an eight hour work day. Personal Necessity Leave shall not be granted in increments of less than one (1) hour. -

7. Whenever possible, Personal Necessity Leave shall be approved and scheduled in advance. When advance scheduling is not possible because the leave is required to meet an emergency, the faculty member who is requesting Personal Necessity Leave shall promptly notify his/her immediate supervisor of the request in person or by telephone.
- H. **Sabbatical Leave** — see Article 25: Sabbatical Leave.
- I. **Special Educational Leave** — see Article 28: Special Educational Leave.
- J. **Unpaid Leave Of Absence**
 1. An Unpaid Leave of Absence may be granted for the following purposes:
 - a. Family Leave (see 18.02.F)
 - b. Educational Leave (see 18.03.C)
 - c. Other Unpaid Leaves: Upon request, the appropriate Vice President may recommend to the Board of Trustees that an Unpaid Leave of Absence be granted to any probationary, regular, temporary or adjunct faculty member for a purpose other than those listed in this agreement. The appropriate Vice President shall notify the faculty member of his/her recommendation prior to Board action. The Director of Human Resources and shall communicate the final decision of the Board of Trustees to the faculty member.-
 - d. Such requests by the employee must be filed in writing and submitted at least three (3) months in advance.
 2. An Unpaid Leave of Absence will not be recommended by the Vice President of Academic Affairs nor approved by the Board of Trustees for seeking, or engaging in, other regular employment, unless there are extenuating circumstances acknowledged and approved by the appropriate Vice President and the Board of Trustees.
 3. Faculty members on leave without pay retain accrued Sick Leave but shall not accrue additional days during such absence.
 4. Approved Unpaid Leaves for adjunct faculty may be granted during an active term of employment with the exception of an Education Leave, which may extend past a single term of employment.
 5. During an Unpaid Leave of Absence (other than a Family Leave), a regular faculty member may continue to receive health and dental, and vision benefits by reimbursing the District for the full cost of such benefits.
 6. For a regular faculty member, an Unpaid Leave of Absence, as defined in this Article, shall not constitute a break in continuity of service, and, with the exception of an Educational Leave, neither will it apply toward Sabbatical Leaves, Professional Growth Increments, salary placement, early retirement, nor typically to STRS retirement credit.