

Article 16  
**LEAVES**

**Personal Necessity Leave**

16.1 Under the circumstances specified herein, the President or his or her designee may grant a full-time contract or regular faculty employee who has been employed by the District for at least one month, up to five days of paid personal necessity leave per academic year; however, no more than two days of personal necessity leave may be used during the first six months of employment. For the purposes of this section, “personal necessity” means obligations or unavoidable duties of an employee that must be performed during scheduled working hours involving:

- 16.1.1 Emergencies related to the faculty employee’s home or to his or her immediate family members;
- 16.1.2 Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours;
- 16.1.3 Receipt of a summons, subpoena or other judicial order requiring absence from work;
- 16.1.4 Observance of a major religious holiday of the employee’s faith;
- 16.1.5 Attendance at professional conferences related to the teaching profession and/or one’s area of assignment;
- 16.1.6 Attendance at a funeral service; and
- 16.1.7 Natural disasters that prevent a faculty employee from meeting all or part of his/her assigned duties.

The Board may grant additional days of personal necessity leave for these purposes in appropriate circumstances.

16.2 The President or his or her designee may grant a part-time temporary faculty employee who has been employed by the District for at least one month, one day of paid personal necessity leave per quarter under the circumstances specified in Subsections 16.1.1, 16.1.3, 16.1.4, 16.1.6 and 16.1.7. Part-time temporary faculty employees with reemployment preference may be granted use of personal necessity leave for the purposes specified in Subsection 16.1.5, if the appropriate administrator agrees that attendance at the conference would be beneficial to the college and the students and would not constitute a hardship for the division/program.

The Board may grant additional days of personal necessity leave for these purposes in appropriate circumstances.

16.3 Eight hours of leave shall be deducted for a day’s absence on personal necessity leave regardless of the actual duty hours of that day. If a contract or regular faculty employee requests and is granted personal necessity leave for less than a full day, he or she shall be charged personal necessity leave as specified in Appendix F, but personal necessity leave shall not be granted in increments of less than one hour.

16.4 Personal necessity leave shall not accumulate from year to year.

- 16.5 Whenever possible, personal necessity leave shall be approved and scheduled in advance in writing. When advance scheduling is impossible because the leave is required to meet an emergency, the faculty employee who is requesting personal necessity leave shall promptly notify his or her Division Dean or appropriate administrator of the request in person or by telephone. All personal necessity leave shall be reported on the leave report forms required by Section 16.34.
- 16.6 Personal necessity leave may not be used for recreation, social events, or in lieu of sick leave. Unless there are unavoidable and compelling reasons, personal necessity leave may not be taken in conjunction with any holiday, sick leave, or other leave of absence.
- 16.7 “Immediate family member,” for the purposes of Section 16.1.1, means the spouse or domestic partner, mother, father, sister, brother, son, daughter, grandparent, grandchild, parent-in-law, foster parent, step parent, step child, foster child, brother-in-law, sister-in-law, or any other person living in the immediate household of the employee.

### **Bereavement Leave**

- 16.8 Each faculty employee shall be entitled to paid bereavement leave of absence sufficient to allow for three consecutive days, excluding weekends and holidays, following the death of any member of his or her immediate family.
- 16.8.1 If the death is of a spouse or domestic partner or child, paid bereavement leave sufficient to allow for five consecutive days, excluding weekends and holidays, shall be granted.
- 16.8.2 If out-of-state travel or travel in excess of 300 miles is required, paid bereavement leave sufficient to allow for five consecutive days, excluding weekends and holidays, shall be granted.
- 16.9 Bereavement leave shall not be granted in any increment of less than one half day.
- 16.10 “Immediate family member,” for purposes of Section 16.8, has the meaning prescribed by Section 16.7.
- 16.11 The Board may grant additional days of bereavement leave with full compensation in case of demonstrated need.

### **Sick Leave**

- 16.12 Sick leave is a benefit to which an employee is entitled if he or she:
- 16.12.1 Is incapacitated by illness or injury or is required to keep a medical appointment that could not reasonably be set outside of scheduled working hours.
- 16.12.2 Provides an appropriate official of the Board with notice of the need to use sick leave either sufficiently in advance of the start of any scheduled duties to permit a substitute to be assigned (if the Board determines one is required) or, if advance notice is impossible because of the suddenness or severity of the incapacity, as soon as reasonably possible.
- 16.13 Each full-time contract or regular faculty employee shall be entitled to paid sick leave as follows:
- 16.13.1 Ten-month employees shall be entitled to ten days per college year;
- 16.13.2 Eleven-month employees shall be entitled to eleven days per college year;

- 16.13.3 Twelve-month employees shall be entitled to twelve days per college year;
- 16.13.4 A contract or regular faculty employee employed less than full-time shall be entitled to that proportion of the number of days granted a full-time employee that is most nearly equal to the percent of a full-time assignment for which he or she is employed. Sick leave shall be cumulative from year to year. A “day” of leave is recorded as eight hours.
- 16.14 Notwithstanding Section 16.13, a faculty employee on unpaid leave of absence shall have his or her entitlement to sick leave reduced by one day for each month the employee is on the leave of absence without pay. A contract or regular faculty employee employed for less than 100 percent of contract on unpaid leave of absence shall have his or her entitlement to sick leave reduced on a pro rata basis.
- 16.15 Each part-time temporary faculty employee shall be entitled to two days of paid sick leave per quarter. Sick leave shall be cumulative from quarter to quarter.
- 16.16 Eight hours of leave shall be deducted for a day’s absence because of illness or injury. If a faculty employee is absent because of illness or injury for less than a full day, sick leave shall be deducted as specified in Appendix F. Sick leave shall be recorded on the leave report forms required by Section 16.34.
- 16.17 Each faculty employee who has been absent because of illness or injury for five consecutive work days or more, shall, at the request of the Board, submit a statement from his or her physician or other qualified practitioner stating the reason for the absence and certifying the employee’s ability to return to work.
- 16.18 Pregnancy, miscarriage, childbirth, or recovery therefrom shall be treated as a temporary disability for which sick leave may be utilized. The length of the leave of absence, including its beginning and ending dates, shall be determined by the faculty employee and her physician. Such determination shall be based upon the employee’s ability to perform her assigned duties.
- 16.19 Each faculty employee may donate days of sick leave to individual District employees who, due to a serious health condition, have exhausted all accumulated sick leave. Donating faculty employees shall retain a sixty (60) day balance of sick leave after their donation. No employee may receive more than 40 days of donated leave per year.
- 16.19.1 A “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition which involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider as defined in 29 USC, 825.114(a) and as certified by an employee’s physician or other qualified practitioner.
- The Vice Chancellor of Human Resources will verify the certification for eligibility. If the certification from the employee’s physician is insufficient, a certification by a physician of the District’s choosing may be required, at District expense. The District may require additional medical opinions.
- 16.19.2 Donated leave must be in one day increments (no less than 8 hours). Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient employee. In the event that the state or federal governments rule that a tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

- 16.19.2.1 The donated sick leave may be used only when the employee has exhausted accumulated sick leave and either is not eligible for long-term disability, or is eligible but has not begun to receive the long-term coverage.
- 16.19.2.2 The Vice Chancellor of Human Resources shall be notified of solicitations of donations. Solicitations of donations may be made by the individual or his/her representatives(s). Normally, donations shall be made before the recipient employee begins extended sick leave. However, should a donation be made while the recipient employee is on extended sick leave, the donated sick leave shall extend the number of days of regular sick leave (full pay) and reduce the number of days of extended leave. Donated days will not extend the total number of days of combined sick and extended sick leave but the recipient employee shall be paid the difference between regular and extended sick leave for each day of donation that is received after extended sick leave has begun. In no case shall sick leave donation occur once the recipient employee begins leave under Article 22.6 of this *Agreement*.
- 16.19.2.3 Donations of sick leave shall be authorized by a signed pledge form prepared by and filed with the District's Office of Human Resources. In the event several faculty employees donate sick leave, the sick leave shall be used in the order in which the signed pledge forms are filed with the District's Office of Human Resources.
- 16.19.2.4 If the employee does not use all donated sick leave, the sick leave shall be returned to the donating faculty employee(s).

Either the Board or FA may reopen negotiations on this section at any time by delivering a written request to reopen to the other party.

16.20 Notwithstanding any other provision of this article:

- 16.20.1 The Board itself may grant additional days of sick leave with full pay beyond that to which an employee is otherwise entitled under this article;
- 16.20.2 Sick leave accumulated in other California school districts shall be credited to a regular or contract employee of the District upon request and certification as provided in Education Code Section 87782 and 87783 if the application for transfer is made within one year after the employee is employed by the District. Effective Winter 2004, this provision shall also apply to part-time faculty.
- 16.20.3 Sick leave accumulated in the District by a part-time faculty employee prior to his or her employment as a District contract or regular faculty employee shall be credited to the faculty employee's full time sick leave upon request. The faculty employee may request Human Resources to transfer the accumulated part-time sick leave to full-time sick leave provided that the request is made within one year from the date of hire as a probationary employee.

**Extended Sick Leave**

- 16.21 Each contract or regular faculty employee shall be entitled to extended sick leave for illness or injury at the end of all accumulated sick leave or at the end of 10 consecutive school days, whichever is later, and continuing for up to 180 calendar days from the first day of absence because of illness or injury. Extended sick leave shall be granted in

increments of not less than one full day for each working day of absence due to illness or injury.

16.22 A faculty employee on extended sick leave shall be entitled to extended sick leave pay as follows:

16.22.1 For a full month's absence, an amount that equals  $66 \frac{2}{3}$  percent of the employee's "basic monthly earnings" on the date he or she was actually last at work, to a maximum payment of \$6,000 per month. "Basic monthly earnings" means  $\frac{1}{12}$ th of the employee's annual contract salary;

16.22.2 For less than a full month's absence, an amount that equals an appropriate fraction of the extended sick leave pay calculated under 16.22.1. The fraction shall be determined by dividing the number of days of absence during the partial month by the number of school days in the month.

16.23 After the exhaustion of all accumulated and extended sick leave, a faculty employee may return to work, resign, resign for the purpose of retirement, or apply for an unpaid leave due to disability. If the employee applies for an unpaid leave, a leave of up to three academic quarters shall be granted. Such a leave shall be unpaid except as provided for under Article 22.6.

At the conclusion of the unpaid leave for disability, the employee may return to work, resign, resign for the purpose of retirement, or apply for an extension of the unpaid leave for disability not to exceed one academic quarter. If the employee fails to return to work, resign, resign for the purpose of retirement, or to apply for an extension of the leave or if the request for extension of a leave is denied, and the employee continues to be unable to perform the essential functions of the job as certified by an authorized medical practitioner, the employee may apply for STRS disability allowance.

16.23.1 If the faculty employee has applied for and has been determined to be eligible for a disability allowance by the State Teachers Retirement System, the leave due to disability shall be extended for the term of the disability but not more than 39 months in accordance with Education Code Section 87789. During this leave, if the employee remains eligible for STRS disability allowance, the leave shall not constitute a break in service and the employee remains a qualified faculty employee for the purpose of receiving health benefits.

16.23.2 If the employee does not apply for or is not eligible for STRS disability allowance and does not return to work, resign, or resign for the purpose of retirement, the employee may apply for additional leave or the District may proceed in accordance with due process provisions of the Education Code.

In the event a qualified employee remains disabled beyond the period of accumulated and extended sick leave, he or she shall be eligible to receive long-term disability insurance benefits under Article 22.6 in the manner prescribed in the District's long-term disability insurance policy. Each disabled contract or regular faculty employee who is receiving long-term disability insurance payments shall, following the exhaustion of all accumulated and extended sick leave, remain a qualified faculty employee for the purpose of receiving health benefits while on an approved leave under Section 16.23.

### **Exchange Leave**

16.24 A contract or regular faculty employee who meets the requirements prescribed by law may request an exchange leave pursuant to Education Code Section 87422.

### **Military Leave, Legislative Leave, Industrial Accident Leave**

16.25 A contract or regular faculty employee who meets the requirements prescribed by law may request and shall be granted:

16.25.1 An unpaid military leave under Education Code Section 87700;

16.25.2 An unpaid legislative leave under Education Code Section 87701; or

16.25.3 An industrial accident leave of up to 60 days under Education Code Section 87787 and the rules described in that section.

### **Leave for Jury Duty**

16.26 A faculty employee called for jury duty in the manner provided for by law may request and shall be granted a jury duty leave of absence. Such a leave shall be with pay, provided the amount the faculty employee receives for jury fees, excluding mileage allowance, shall be deducted from his or her regular earnings. Verification of jury duty (summons or court statement) shall be attached to the leave report.

### **Family Medical Leave**

16.27 In accordance with state and federal law and District policy, under certain conditions faculty employees may be eligible for an unpaid leave of absence for up to twelve (12) weeks for reasons related to family circumstances. Qualifying circumstances would include but not be limited to: birth of a child, care of a child, spouse, or parent with a serious health condition; or adoption (see Appendix T.)

16.27.1 Faculty employees should consult with the District Office of Human Resources regarding eligibility, application procedures, and other procedures related to family leave.

16.27.2 Faculty employees who qualify for paid benefits under Article 22, Section 22.1 shall continue to receive paid medical benefits while under family leave.

16.27.3 Use of family medical leave for a qualifying circumstance including the employee's own serious illness runs concurrently with other paid and unpaid leaves granted by the District.

### **College Assigned Business Leave**

16.28 If a faculty employee at the request of a Division Dean or appropriate administrator is required to attend a conference, meeting, workshop, or other activity that conflicts with the faculty employee's scheduled duties, the faculty employee shall be granted College Assigned Business Leave. Such leave shall also be granted to a faculty employee whose service as an official representative of the college or as an appointee in a statewide governance process conflicts with the employee's scheduled duties. Such leave may also be granted for participation in a statewide accreditation process that conflicts with the employee's scheduled duties. All leave provided under this section shall be approved in advance by the appropriate administrator and reported as College Assigned Business on the Leave Report.

### **Unpaid Leaves of Absence**

16.29 Each contract or regular faculty employee may request a full-time or partial leave of absence without pay for any period not exceeding two years. A faculty employee on a partial unpaid leave of absence shall continue to fulfill the appropriate pro rata share of the duties that would have been required had that employee continued to serve as a full-

time employee. An employee who wishes to apply for a leave shall submit a written request for a leave of absence without pay to the President or his or her designee at least three months before the desired commencement of the leave unless he or she cannot file a timely request because the leave is needed to meet an unforeseen emergency. By mutual agreement of the Board and the employee, a leave of absence without pay or any extension of a leave without pay may be extended for an additional period that does not exceed one year. If a requested leave of absence is for a period of one month or more, the request shall be forwarded to the Board itself for review and action.

16.30 If during an unpaid leave a faculty employee continues to meet the definition of a “qualified faculty employee” under Article 22, Section 22.1, he or she shall continue to receive paid benefits. If the faculty employee on unpaid leave does not meet this definition, he or she may continue to receive paid benefits by reimbursing the District in advance for the full premium or its equivalent.

16.31 During a partial unpaid leave, the faculty employee shall receive the appropriate pro rata share of the salary including all earned Professional Achievement Awards he or she would have received had he or she continued to serve as a full-time employee and shall earn credit for sick leave and personal necessity leave on a pro rata basis. During a full-time leave of absence without pay, a faculty employee’s salary including all earned Professional Achievement Awards shall be adjusted as follows:

16.31.1 For ten-month (175-day) faculty employees, the employee’s full annual salary shall be reduced by 1/175th for each day of unpaid leave;

16.31.2 For eleven-month (195-day) faculty employees, the employee’s full annual salary shall be reduced by 1/195th for each day of unpaid leave;

16.31.3 For twelve-month (215-day) faculty employees, the employee’s full annual salary shall be reduced by 1/215th for each day of unpaid leave.

16.32 An unpaid leave of absence shall not constitute a break in continuity of service, nor shall an unpaid leave of absence of one quarter or more count as part of the time required for eligibility for a professional development leave (Article 17), the reduced workload program (Article 18), the retirement incentive program (Article 19), or eligibility for advancement on the salary schedule, except as specified in Section 16.33. The period of unpaid leave is not counted for STRS service credit nor is the faculty employee able to purchase the service from STRS for an unpaid leave.

16.33 A regular faculty employee may apply for an unpaid educational leave for professional development purposes. If such leave is full-time, the period of the leave shall nevertheless be included in determining eligibility for advancement on the salary schedule. In all other respects the leave shall be identical to any other full-time unpaid leave.

### **Leave Report**

16.34 It shall be the responsibility of each contract and regular faculty employee to notify his or her Division Dean or appropriate administrator when a leave is needed. Each faculty employee shall sign and file a leave report with his or her appropriate administrator for each absence. The Division Dean or appropriate administrator shall provide a leave report to the faculty employee and the faculty employee shall file the report in the division office within ten (10) school days after returning from the absence.

16.35 The leave report shall be on forms provided by the Board and shall reflect all hours of absence and the dates on which they occurred.

16.36 College Assigned Business shall be indicated on the leave report but shall not result in leave deduction.

### **Substitutes**

16.37 Normally, the Board shall provide a substitute when a faculty employee is absent on approved leave for two or more consecutive academic hours of a class unless the Division Dean or appropriate administrator and the faculty employee mutually agree otherwise.

16.37.1 For the purposes of this section, an approved leave is defined as a leave that is provided under this article or a Faculty Flex Day provided under Article 27.3.

16.37.2 The faculty employee shall notify the Division Dean or the appropriate representative in the division/department either in advance of the leave or, when leave is due to emergency or unanticipated absence, as soon as practicable. The faculty employee and the administrator/representative shall work together to find an appropriate substitute.

16.37.3 In cases of planned leave, the faculty employee shall organize the course material to provide an alternate assignment during any leave time not covered by a substitute.

16.38 A day-to-day substitute assignment shall not exceed two instructional weeks.

16.38.1 Faculty employees serving as day-to-day substitutes during the regular academic year shall be paid in accordance with Appendix D. Faculty employees serving as day-to-day substitutes during the summer session shall be paid in accordance with Appendix D1.

16.38.2 Day-to-day substitute service shall not be used for purposes of computing the sixty percent (60%) load limitation for part-time faculty employees.

16.38.3 A substitute assignment in excess of two instructional weeks shall be converted into a long-term substitute assignment, and the faculty employee serving as the substitute shall be given load credit for the assignment. In such cases, long-term substitute assignments shall be counted toward the sixty (60%) percent load limitation for part-time faculty employees.