

## LEAVES OF ABSENCE

### Section 1. Types of leaves

The District provides a variety of leaves for faculty. Some leaves are related to conditions/circumstances that are unavoidable and are guaranteed by federal or state law; these leaves are referred to as **non-discretionary leaves**.

Other leaves are provided to ensure faculty growth, development, and job guarantee; these are **discretionary leaves**.

The approval of discretionary leaves is subject to:

- i. eligibility criteria and/or
- ii. leave/time availability and/or
- iii. program integrity

Each discretionary leave has specific procedures to follow in order for the leave to be approved.

Non-Discretionary Leaves	Discretionary Leaves
Sick and Personal Necessity Leave (Section 4A)	Catastrophic Illness/Injury Leave (Section 5A)
Paid Health Leave (Section 4B)	Sabbatical Leave (Section 5B)
Pregnancy, Maternity Disability Leaves (Section 4C)	Faculty Enhancement Leave (Section 5C)
Industrial Injury or Illness Leave (Section 4D)	Vacation (Section 5D)
Family and Medical Leave (Section 4E)	Pre-Retirement Reduced Workload Leave (Section 5E)
Bereavement Leave (Section 4F)	Personal Leave: Temporary Reduction in Assignment (Section 5F)
Military Leave (Section 4G)	Unpaid Health Leave (Section 5G)
Jury Duty and Witness Leave (Section 4H)	Unpaid Home Responsibility Leave (Section 5H)
	Unpaid Personal Growth and Development Leave (Section 5I)

### Section 2. Notification for Leaves of Absence

Each leave has a notification process stated in the body of this article. It is the faculty member's responsibility to follow the application/notification process unless the faculty member is incapable of doing so for health reasons. The faculty member shall be placed on a health leave in accordance with the Family and Medical Leave Act for absences extending beyond ten (10) working days.

**Deleted:** Each employee that takes any leave described in this article that extends beyond a semester shall apply for the leave on an appropriate form that shall be reviewed and approved by the appropriate vice president. Employees returning from a Fall leave to the Spring semester shall notify the District in writing of their intent to return by August 15, preceding the return. Employees returning from Spring leave to the Fall semester shall notify the District in writing by February 1, preceding the return.

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### Section 3. Earning and Deduction of Sick and Personal Necessity Leaves:

A. Sick Leave/Personal Necessity Leave Earned:

- Full-Time Faculty:

a. Full-Time Faculty shall earn sick leave on an **academic year** basis as follows:

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- Ten (10) month faculty: Ten (10) days per fiscal year
- Eleven (11) month faculty: Eleven (11) days per fiscal year
- Twelve (12) month faculty: Twelve (12) days per fiscal year

b. In addition to the above days earned during each academic year, **instructional** full-time faculty assigned to a short session shall receive one (1) hour of sick leave for each eighteen (18) hours of teaching assignment. **Non-instructional faculty shall earn one (1) hour of sick leave for each eighteen (18) hours worked during short sessions.** The unused hours shall be added to the faculty member's accumulated sick leave balance.

c. Full-time faculty taking on an overload assignment during the academic year (Fall and Spring) shall earn additional sick leave based on the same formula as in the short session. This additional sick leave is only applicable to those hours for which the faculty receives overload pay. Hours worked for the purpose of banking do not earn sick/personal necessity time at the time when the work is done.

d. A maximum of seven (7) full days (or proportionate number of hours for less than full time) of the faculty member's sick leave time shall be granted each **academic** year for Personal Necessity Leave. **Personal Necessity Leave days are not accumulated from year to year.**

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See Section [4A.II](#) for details.

- Adjunct Faculty:

Adjunct Faculty shall receive one (1) hour of sick leave for each eighteen (18) hours of teaching/assignment during the academic year, including short sessions. Adjunct faculty may use up to 70% of their **semester** earning of sick time for the purposes of personal necessity. Personal Necessity days are not accumulated from year to year.

B. Unused Sick Leave Accumulation:

a. Full time faculty members may access an updated statement of their accumulated sick leave through the ORACLE Self-serve Computer System at any time. Adjunct faculty members' earned semester sick leave is only updated once per year in the month of June.

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b. All faculty members may accumulate unused sick leave, without limit. At the beginning of each fiscal year, the full-time faculty member's sick leave accumulation shall be increased by the number of days or hours of paid sick leave that he/she would normally earn in the ensuing fiscal year. Adjunct faculty members' sick time earnings are added at the end of each semester..

c. Faculty members are responsible for how their unused sick leave affects their retirement service credit.

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d. Faculty members are responsible for any transfer of unused sick time to or from another district upon changing employers.

C. Deduction of Time for Sick/Personal Necessity Leave:

o Full-time Faculty

- Instructional Faculty

Instructional faculty shall be deducted sick time or personal necessity time in full or half-day increments during Fall and Spring semesters. Any absence less than one full day shall be considered a half-day of absence.

- Non-instructional faculty

Non-instructional faculty shall be deducted one hour of sick time or personal necessity time for each hour of absence.

For overload assignments, sick time shall be deducted one hour for every hour of instruction missed.

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During short sessions, sick time shall be deducted one hour for every hour of instruction missed.

o Adjunct Faculty

Adjunct instructional and non-instructional faculty shall be deducted one hour of sick time or personal necessity time for each hour of absence, including office hours.

During short sessions sick time shall be deducted one hour for every hour of work missed.

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## Section 4. Non-Discretionary Leaves

### A. Sick and Personal Necessity Leave

Faculty shall be granted Sick and Personal Necessity Leaves, with pay, within the following provisions:

Sick Leave may be used for the following:

- o Personal Illness or Injury:

a. Sick leave may be used when a faculty member is absent for illness or injury. When a faculty member's sick leave extends beyond ten (10) days she/he shall be required to provide a doctor's certification to return to work. If the faculty member's absence extends beyond ten (10) days, he/she may be granted a Paid Health Leave (cf. Section 4B) until his/her accumulated sick time is exhausted, after which time the employee shall be entitled to a maximum of one hundred (100) days of 50% pay per fiscal year for any one illness or disability. Additionally, the faculty member may be placed on FMLA (Family and Medical Leave Act) leave if eligible (see Section 4E). This leave shall run concurrently with the Paid Health Leave. FMLA may extend beyond the faculty member's accumulated sick leave for up to twelve (12) weeks. The one hundred (100) days of 50% pay may only be used in the Fall and Spring Semesters, not for overload or short sessions. In accordance with the Education Code, these 100 days only apply to the faculty member, and may not be used for family leave.

In addition to the above, Catastrophic Illness/Injury leave may be available for all eligible contract faculty. See Section 5A for details.

Non-Instructional faculty and Division Chairs who have a regular assignment are eligible for the one-hundred (100) days of 50% pay only during their regular assignment and not for overload or compensation time.

b. The District reserves the right to have the faculty report to the district physician for a fitness for duty certification based on job description. Any faculty on restriction or limitation after a leave shall provide the District with a written verification of the restrictions/limitations from a licensed physician.

c. The District shall reasonably accommodate the faculty member's impairment as outlined in the Americans with Disabilities Act (ADA).

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**Deleted:** The District shall accommodate the faculty member's restrictions/limitations within the confines of the Americans with Disabilities Act (ADA).

d. A faculty member who fails to return to service following illness must refund to the District all amounts paid for unearned sick leave.

e. No payment or time off shall be allowed for unused accumulated sick leave.

o Family and Medical Leave:

The faculty member may use up to twelve (12) weeks of paid sick leave concurrent with qualified Family and Medical Leave (Section 3E). Qualified Family and Medical Leave includes:

(i) Personal illness/injury

(ii) The birth of a child, placement of a child with the faculty member for adoption or foster care, guardianship, and dependent adults.

(iii) The care of the faculty member's spouse, domestic partner, son or daughter, or parent, or dependent who has a serious health condition.

The one hundred (100) days of 50% pay does not apply here.

Adjunct faculty or contract faculty members with an assignment of less than one-hundred (100) percent, shall qualify for a leave proportional to their current semester assignment.

B. Family Illness

If a family member of a faculty member is ill or injured, the faculty member may

(1) use personal necessity leave as specified in Section 3C for paid leave and

(2) use up to twelve (12) weeks of Family and Medical Leave for the following conditions

a) To care for the faculty member's child after birth, or placement of a child for adoption or foster care or placement of an adult for guardianship.

- b) To care for the faculty's spouse, domestic partner, child or step child, or parent, or dependent who has a serious health condition;

Deleted: <#>Family and Medical leave may be paid for up to seven (7) days of personal necessity leave after which the leave is unpaid. (district - TO BE NEGOTIATED)¶

## II. Personal Necessity Leave:

A maximum of seven (7) full days (or proportionate number of hours for less than full time) of the faculty member's sick leave time shall be granted each fiscal year for Personal Necessity Leave within the following provisions:

- a. Death of a member of immediate family, if Bereavement Leave (see Section 4F) is exhausted.
- b. Accident involving the faculty member's person or property, or the person or property of a member of the employee's immediate family. Such accident must be serious in nature, involve circumstances the faculty member cannot reasonably be expected to disregard, and require the attention of the faculty during the member's assigned hours of service.
- c. Appearance of the faculty member in court as a litigant. The faculty member must return to work in cases where it is not necessary to be absent the entire day.
- d. An appearance of the faculty member as a witness under an official governmental order for which salary is not allowed under this Section, provided that each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified by the Clerk or other authorized officer of a court or other governmental jurisdictions; in any case in which a witness' fee is payable, such fee shall be collected by the faculty member and remitted to the District Business Office; and the faculty member must return to work in cases where it is not necessary to be absent the entire day.
- e. A serious illness of the faculty member's immediate family, which under the circumstances the faculty member cannot reasonably be expected to disregard and which requires the attention of the faculty member during assigned hours of service. Upon exhaustion of the faculty member's Personal Necessity Leave, the faculty member may use Sick Leave for this purpose. (Immediate family

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will include dependent children, spouse or domestic partner, elderly parents or grandparents.

f. The birth of a child making it necessary for a faculty member who is a parent of the child to be absent from his/her position during assigned hours of service.

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g. Imminent danger to the home of a faculty member, occasioned by a factor such as flood or fire, which under the circumstances the faculty member cannot reasonably be expected to disregard and which requires the attention of the faculty member during assigned hours of service.

h. Any other significant event of personal necessity to the faculty member, which does not disrupt the normal operation of the District and which, in the faculty member's reasonable judgment, cannot reasonably be disregarded. This personal necessity provision (h) shall not be used during a labor dispute.

The faculty member using Personal Necessity Leave under this Section shall notify his/her immediate supervisor as early as possible as to which of the circumstances listed above necessitates the absence. Upon return from this absence, the faculty member shall notify in writing his/her immediate supervisor which of the above circumstances necessitated a Personal Necessity Leave.

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## **B. Paid Health Leave**

Faculty may be placed on, or granted, a paid health leave for personal illness or injury. The faculty member or designee shall notify Human Resources of the need for a health leave extending beyond ten (10) working days. The request for health leave may be retroactive if the faculty member's illness extends beyond ten (10) working days.

A paid health leave may be granted under the following provisions and upon approval by the Board of Trustees:

a. Placement on Health Leave: A faculty member, who is approved for a paid Health Leave, shall be placed on a Health Leave when the faculty member's sick leave extends beyond ten (10) days. Faculty may use their entire accumulated sick time while on a paid Health Leave.

- i) If the faculty member is too ill to contact Human Resources, the faculty member's designee shall contact Human Resources.
- ii) A faculty member who has insufficient accumulated sick time to cover his/her health leave must explore other options (i.e., one hundred days of 50% sick time, catastrophic illness time) to remain on a paid health leave.
- iii) A faculty member whose illness is expected to exceed ten (10) working days shall contact Human Resources to be placed on a partial paid health leave provided that the faculty member has sufficient accumulated sick time.
- iv) Faculty may use their entire accumulated paid sick time while on a paid Health Leave.

b. The first twelve (12) weeks of any Health Leave shall run concurrently with the Family and Medical Leave/California Family Rights Act in accordance with the California Family Rights Act and Federal Family Medical Leave Act (Section 4E).

c. Compensation: Upon request, a faculty member granted full-time Health Leave shall be entitled to receive regular sick pay to the extent of his/her accumulated available sick leave (see Section 3 above), and while remaining on paid status shall receive Health and Welfare Benefits as provided in this Agreement. A Health Leave granted for less than full-time shall not entitle the faculty member to be paid for time not worked.

d. District Disability—District employees are not eligible for disability payments from the state of California's Employment Development Department, but shall receive up to one hundred (100) days at 50% pay after exhausting their accumulated paid time for any one illness or injury.

- (1) Instructional faculty may use the one-hundred (100) days of 50% pay only in the Fall and Spring Semesters, not for overload or short sessions. The one-hundred (100) days of 50% pay may only be used in the Fall and Spring semesters and is not available for overload or short sessions.
- (2) Non-Instructional faculty and Division Chairs who have a regular assignment are eligible for the one-hundred (100) days of 50% pay only during his/her regular assignment and not for overload or compensation time.
- (3) The one-hundred (100) days of 50% pay shall not be combined with any other paid leave (with the exception of approved Catastrophic Illness/Injury leave).



- (4) In accordance with the Education Code, these one-hundred (100) days of 50% pay may only be used for illnesses/injuries experienced by the faculty member.
- (5) These one-hundred (100) days of 50% pay are re-set to 100 days of 50% pay beginning each July 1<sup>st</sup>.

**C. Pregnancy, Maternity Disability, Bonding Leaves**

a) A pregnant faculty member, who is able to perform the full duties and responsibilities of her position, shall continue to work until:

- She chooses to take an unpaid leave of absence (without disability) prior to the actual period of disability. This leave does not require a physician’s certification; or
- She and her physician determine that she must be absent due to pregnancy disability or delivery. This does require a physician’s certification and may constitute a paid health leave if the faculty member has accumulated sick leave.

b) Pregnancy Disability Leave: During that period of time in which the faculty member is physically disabled and unable to perform her regular duties due to pregnancy-related disability, the faculty member shall be permitted to utilize her accrued sick leave pursuant to Section 3 of this Article.

The faculty member must supply to the District her physician’s certification as to the beginning and ending dates of actual pregnancy-related disability for which sick leave is claimed, and her physician’s release to return of active duty.

Note: District employees are not eligible for disability payments from the State of California’s Employment Development Department.

c) Additional Leaves

In addition to the unpaid pre-childbirth and the disability leaves described above, a faculty member may be eligible for 12 weeks of unpaid leave for bonding with a new child under FMLA/CFRA (see section 4E). In addition, the faculty member may request up to two years of unpaid leave under the Home Responsibility Leave provision (see section 5H)

**D. Industrial Injury or Illness Leave**

Faculty shall be granted Industrial Injury/Illness Leave, with pay, within the following provisions:

a) Personal Physician-If a faculty member wishes to be treated by a personal physician(s) or medical facility selected pursuant to Labor Code 4600, the faculty member shall notify the District in writing (*See Appendix G*), and shall advise the District of the name and addresses of such personal physician(s) or medical facility, prior to the onset of any work related injury or illness.

**Deleted:** a) Unpaid Pregnancy Leave The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant faculty member prior to the period of actual disability.¶  
Physician Certifications: A pregnant faculty member who elects not to apply for an unpaid pre-childbirth pregnancy leave pursuant to FIND CORRECT SECTION

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b) A faculty member shall be granted Industrial Injury/Illness Leave, with pay, within the following provisions:

i. A faculty member who is absent from duty because of a verified and reported industrial injury or illness resulting from his/her assignments, and qualifying under the provisions of the Workers' Compensation Insurance Law, shall be compensated at the same rate he/she would have received had he/she worked, from the first day of absence to and including the last day of absence not to exceed sixty (60) workdays, for each illness or injury.

ii. Allowable leave under this section shall not be accumulative from year to year.

iii. If a faculty member exhausts his/her Workers' Compensation Industrial Leave benefits, he/she is eligible for paid sick leave benefits, provided they have accumulated sick time available.

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iv. Light Duty – Consistent with the Americans' with Disabilities Act, upon mutual agreement between the District and the faculty, a faculty member may return to work with restricted or "light" duties with a licensed physician's release for light duty.

#### **E. Family and Medical Leave**

The District shall comply with the Family and Medical Leave Act (FMLA) of 1993 and the California Family Rights Act (CFRA) to provide up to twelve (12) weeks of unpaid, job protected leave to eligible faculty for certain family and medical reasons during any fiscal year.

- a) These 12 weeks of job protection or a portion of the 12 weeks may be paid if the faculty member has accumulated paid sick leave described in Section 3 of this article.
- b) The FMLA may be paid if the leave meets the conditions of Section 2 of this article as well as the eligibility requirement of FMLA and the faculty member had sufficient accumulated paid sick leave.
- c) If the conditions of Section 3 and FMLA eligibility, are met but the faculty has insufficient accumulate paid sick leave, the FMLA may be partially paid.
- d) Finally, if the faculty member does not have any accumulated paid sick leave FMLA is unpaid.
- e) FMLA -Military Family Leave
  - i) Qualifying Exigency for Military Family Leave. Eligible employees whose spouse, children or parents have been called to active duty are entitled to a maximum of 12 weeks of leave because of "any qualifying exigency" arising out of that circumstance. The following examples qualify for

FMLA leave under this provision: where the spouse of a deployed service member is managing childcare issues caused by the deployment, a family member is escorting the service member being deployed to the place of departure, the spouse is attending deployment briefings, etc.

ii) Military Caregiver Leave: Eligible employees who are spouses, children, parents or next of kin, are entitled to take up to 26 weeks of leave in a single 12-month period to care for a family member, for a serious injury or illness of a covered service member. The service member must be a member of the Regular Armed Forces, the National Guard, or the Reserves and undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list. Although the entitlement is in addition to leave otherwise permitted under FMLA, an employee's combined total annual FMLA leave entitlement cannot exceed 26 weeks.

**Eligibility:** Faculty are eligible if they have worked for at least one (1) year, and for 1250 hours over the previous twelve (12) months.

**Conditions:** The following leave conditions are addressed:

- 1) To care for the faculty member's child after birth, or placement of a child for adoption, foster care, or guardianship.
- 2) To care for a legally dependent adult.
- 3) To care for the faculty's spouse, domestic partner, son or daughter, parent, or dependent who has a serious health condition;
- 4) For a serious health condition that makes the faculty member unable to perform his/her job.

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b) Exercise of these family leave provisions shall be subject to the following:

- 1) Health benefits shall continue as though the faculty member were in paid status for the first twelve (12) weeks of such leave.
- 2) Such leave for a serious health condition of the faculty member shall run concurrently with similar paid and unpaid leave that are a part of this Agreement.
- 3) Vacation and illness leave may be utilized during family leave, for 1 and 2 above at the option of the faculty member.
- 4) The leave shall not constitute a break in service for longevity, seniority, or health benefits upon retirement. A faculty member returning from leave

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shall return with no less seniority than he/she had when the leave commenced.

5) A serious health condition is an illness, injury, impairment, or mental condition that involves either inpatient care or continuing treatment as defined by the Family Medical Leave Act.

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6) This leave may be utilized in increments less than a consecutive twelve (12) week period

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#### **F. Bereavement Leave**

(1) Faculty shall be granted a Bereavement Leave within the following provisions:

- a) Faculty shall be allowed regular pay for not more than three (3) working days when absent on account of the death of any member of his/her immediate family. Bereavement Leave with pay may be extended to a maximum of five (5) days when one-way travel of five hundred (500) miles or more is necessary in connection with the bereavement.
- b) Immediate Family: Father, father-in-law, mother, mother-in-law, brother or sister of the faculty member, grandparents, grandchild of the faculty member or of the spouse of the faculty, spouse, eligible domestic partner, son, daughter, son-in-law, daughter-in-law, or any relative living in the immediate household of the faculty. The previous enumeration shall apply to the immediate family of eligible domestic partners.

(2) The District reserves the right to request validation of the death of the family member.

#### **G. Military Leave**

- (1) Leave of absence for military service shall be granted as provided in the appropriate federal statute, and shall be without pay.
- (2) The written request for such leave shall be submitted to the District on the appropriate form provided by the District accompanied by the supporting documents.

#### **H. Jury Duty and Witness Leave**

- (1) Faculty shall be granted Jury Duty and Witness Leave within the following provisions:
  - a) Leaves of absence for jury service shall be granted for up to two weeks during any two (2) consecutive fiscal years. The faculty member shall receive full pay while on leave provided that the jury service fee for such leave is assigned to the District and the subpoena or court

certification is filed with the District. Request for jury service leave should be made by presenting the official court summons to jury service to the faculty member's immediate supervisor.

b) Leave of absence to serve as a witness in a court case shall be granted to a faculty member when he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the Clerk or other authorized officer of the court. The faculty member shall receive full pay during the leave period, provided that the witness' fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the faculty member's immediate supervisor.

c) Leave of absence to serve as a witness in a court case shall be granted to a faculty member who is a litigant in the case when such litigation involves an action arising out of employment by the District. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The faculty member shall receive full pay during the leave period, provided that the witness' fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the faculty member's immediate supervisor, and to Human Resources.

d) The jury service fee and witness fee assignment to the District by the faculty member, referred to in [a\), b\), and c\)](#) respectively, does not include transportation expenses.

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(2) A faculty member who has received leave of absence under this rule shall make himself/herself available for work during days when his/her presence is not required in court.

## Section 5. Discretionary Leaves

It is the intent of the District to ensure the integrity of the educational program while providing faculty members with opportunities to grow and develop.

Discretionary leaves may be paid or unpaid leaves. Each type of leave requires a process by which the faculty must apply for the leave.

(1) Paid Discretionary Leaves include:

a) Catastrophic Illness/Injury Leaves,

- b) Sabbatical Leaves,
  - c) Vacations
  - d) Pre-Retirement Reduction in Load Leave
  - e) Temporary Reduction in Assignment Leave
- (2) Unpaid Discretionary leaves include:
- a) Unpaid Health Leaves
  - b) Unpaid Home Responsibility Leaves.
  - c) Personal Growth and Development Leaves
  - d) Faculty Enhancement Leave Resulting from Program Elimination or Downsizing
- (3) A form requesting the leave must be completed by the faculty and a copy submitted to the appropriate administrator or committee within the time frame specified by the leave section. At the same time, the faculty shall submit a copy of the leave request form to his/her division chair or immediate supervisor for informational purposes.
- (4) Faculty members receiving Unpaid Discretionary leaves are in unpaid status, and therefore do not receive compensation, health and welfare benefits, nor service credit provided by the College for retirement or other purposes.
- (5) It is the responsibility of the faculty member receiving an unpaid discretionary leave to contact STRS regarding the impact of the leave on retirement and to pay COBRA for extended medical benefits if desired.
- (6) Procedural requirements:
- a) Requests for Paid Discretionary Leaves must be submitted to the appropriate committee/administrator
    - i) Catastrophic Illness/Injury Leave request submitted to the Catastrophic Illness Committee
    - ii) Sabbatical Leave request submitted to the Sabbatical leave Committee,
    - iii) Vacation request submitted to the appropriate supervisor
    - iv) Pre-Retirement Reduction in Load Leave requests submitted to Human Resources and/or appropriate supervisor.
    - v) Temporary Reduction in Assignment Leave requests submitted to the appropriate Vice-President.
  - b) Requests for Unpaid Discretionary Leaves must be submitted to the appropriate Dean or Associate Dean and to the Office of Human Resources on the appropriate form provided by the District.
    - i) If requesting an unpaid health leave, the faculty member must submit a written statement by a licensed physician recommending the faculty member

take a leave for health reasons must accompany a written request for an Unpaid Health Leave.

- ii) The initial request for an Unpaid Health Leave shall include anticipated beginning and anticipated end dates recommended for the health leave.
- iii) Human Resources shall forward the request to the appropriate Dean, who together with the appropriate program manager shall determine if the leave is granted based on the needs of the faculty member and the needs of the program.

- (7) Length of leave: An Unpaid Discretionary Leave may be granted for a maximum of two (2) full academic years. The length of the leave is conditional based on the request of the faculty and the needs of the program/District.
- (8) Approval Process—A discretionary leave request may be denied or restricted if it threatens the integrity of the educational program. If the appropriate Dean/Associate Dean recommends approval for the leave, the application is forwarded to the Board of Trustees for approval.
- (9) If the appropriate Dean/Associate Dean denies or restricts the leave, the faculty member or designee may appeal the decision within 15 working days of the denial.
  - a) The appropriate Vice President shall hear the Appeal.
  - b) The appropriate Vice President has 5 (five) working days after the hearing to make a decision regarding the appeal.

#### **A. Catastrophic Illness/Injury Leave**

- (1) In accordance with the provisions of the law, Education Code, Section 44043.5, Catastrophic Illness/Injury leave shall be available to all eligible faculty members. The purpose of this leave is to permit faculty with a catastrophic illness or injury and who are unable to work at Glendale Community College or elsewhere to utilize paid leave by utilizing sick leave that has been donated to them by fellow faculty members.
- (2) A catastrophic illness or injury is one that is expected to incapacitate a faculty member for an extended period of time and in which the faculty has used all of his/her paid leaves of absence.
- (3) A catastrophic illness request shall be approved by the Catastrophic Illness/Injury Committee (CII) consisting of one (1) member assigned by the District, one (1) member assigned by the Guild, one (1) member assigned by CSEA. The committee

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shall elect its own Chair. Approval of the Committee is based upon:

- a) Medical verification provided by the requesting faculty member's licensed physician must be presented to the committee.
  - b) The requesting faculty must be incapacitated or absent for an extended period of time no fewer than thirty (30) consecutive calendar days.
  - c) A written request must be submitted to the committee by the requesting faculty member or her/his representative.
  - d) The requesting faculty may use donated leave as half days or whole days and can use the Catastrophic Illness/Injury leave retroactively during the course of illness or injury.
  - e) If the individual requests full pay, a proportional share of the one-hundred (100) days of 50% pay may be added to the catastrophic donation for 100% of pay.
  - f) Faculty receiving the fifty (50%) percent hours of donated catastrophic illness time retains full health and welfare benefits for the duration of the donated catastrophic illness.
- (4) Approved leave must be used within a twelve (12) month period after approval.
- (5) Approved leave shall be placed in a special donated leave account for each approved faculty member.
- (6) Each approved faculty member may draw upon the account for catastrophic illness/injury.
- (7) Faculty may only receive Catastrophic Illness time for regularly scheduled time identified in the contract.
- a) Instructional faculty are eligible for Catastrophic Illness pay only in the Fall and Spring Semesters, not for overload or short sessions.
  - b) Non-Instructional faculty and Division Chairs who have a regular assignment are eligible for the Catastrophic Illness pay only during his/her regular assignment and not for overload or compensation time.
- (8) Once the faculty member returns to work, unused leave reverts to the Leave Bank for use by other college employees who have been approved for a catastrophic injury/illness leave.
- (9) In unusual circumstances, the CII Committee may consider a request to extend the period for up to one (1) additional year.
- (10) Any faculty member may donate accrued sick leave, but he/she MUST maintain seventy percent (70%) of accrued sick leave on record. The only exception is for faculty who are retiring or terminating employment. Faculty who are retiring or terminating employment with the District may donate leave without limitations.

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- (11) Donated leave is irrevocable. Once donated it is lost to the donor.
- (12) Faculty may donate leave ONLY to the Catastrophic Illness/Injury Leave Bank for use by any approved applicant. Donations of sick time shall not be made between individual employees.
- (13) Donated leave shall be charged on an hour-for-hour basis regardless of the classification family and/or salary schedule of faculty member donating leave and faculty member receiving leave.
- (14) the District shall call for leave donations for the Leave Bank as needed. In addition, the District shall give faculty who terminate employment, resign, or retire, an opportunity to donate unused sick and/or vacation leave to the Leave Bank.
- (15) Unused donated leave reverting to the Leave Bank and leave specifically donated to the Catastrophic Illness/Injury Leave Bank shall make up the Leave Bank.
- (16) Requests for Catastrophic Illness Injury Leave are subject to availability. The CII Committee shall not be responsible for approving requests when there is no leave in the Leave Bank.
- (17) The decision of the Catastrophic Illness/Injury Committee is final and not subject to appeal.

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## B. Sabbatical Leaves

- (1) Length of Sabbatical Leave: Faculty may be granted a Sabbatical Leave for not less than one (1) semester nor more than two (2) consecutive semesters (which may be separated by a summer intersession) under the following conditions, and upon the recommendation of the Sabbatical Leave Committee and the approval of the Board of Trustees. If two (2) semesters are to be requested, both must be requested in the same application.
- (2) Purpose of Sabbatical Leave: A sabbatical leave is granted for the purpose of improving the value and quality of work in the District through enrichment of the faculty member's experiences and training.
- (3) Eligibility: The faculty member must have been employed full-time for at least six (6) consecutive years (or equivalent for contract faculty on less than full-time service) of full-time paid service, none of which may be while on sabbatical. Non-discretionary Leaves of Absence (for other purposes) shall not be deemed a break in continuity of service nor shall the period of such absence count toward the years of service requirement. A six (6) year (or equivalent) requirement must be met between any two (2) sabbaticals. The District may, at its discretion,

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require that a faculty member's health be approved by a physician. A sabbatical leave may be denied due to the lack of a suitable replacement or program/District needs. If a faculty member is denied a sabbatical leave because no replacement is available or because of the needs of the program/District, the faculty member shall receive priority consideration in subsequent years. **A Sabbatical leave is not intended to supplement a paid or unpaid health leave.**

- (4) Types of Sabbatical Leaves:
  - a) Formal study – full-time student at an accredited institution.
  - b) Occupational experience.
  - c) A combination of study and travel.
  - d) Creative work or original contribution to the faculty's educational field.
  - e) Research.
  - f) **Combination of the above.**
- (5) Applications: Applications must be made in writing **to the Vice-President of Instruction** on approved forms not later than November 15 for sabbaticals beginning the fall semester of the following academic year and not later than March 15 for sabbaticals beginning the spring semester of the following academic year. Applicants shall be notified by the District as to final action on their applications no later than March 1 for fall semester requests and no later than May 15 for spring semester requests.
- (6) The Sabbatical Leave Committee shall be chaired by the Vice President, Instructional Services and consist of an additional administrator designated by the Superintendent/President, three (3) faculty members appointed by the Academic Senate and three (3) faculty members appointed by the Guild. Representation of faculty on the committee shall include instructional and non-instructional faculty.
- (7) Should an application be denied by the committee due to lack of a suitable plan the applicant shall be given an opportunity to improve the plan with guidance from the Sabbatical Leave Committee. The applicant shall have one (1) opportunity to resubmit the application **within two (2) weeks** from the date of notification that the plan was not acceptable. **If the faculty member's sabbatical application is denied upon resubmission of the plan, he/she may appeal the Sabbatical Committee's decision with the Superintendent/President who, in consultation with the Vice President of Instruction, shall consider the appeal.**
- (8) Determination of Nominees:
  - a) The Vice President, Instructional Services shall receive all requests for sabbatical leaves of absence.

- b) The Vice President, Student Services shall be informed of any request for a sabbatical leave from Student Services Faculty.
  - c) Following the deadline for receipt of requests, an evaluation shall be made in terms of conditions established herein. Such evaluation is to be conducted by the Sabbatical Leave Committee.
  - d) The Superintendent/President shall review the recommendations from the committee and forward the applications to the Board of Trustees with such recommendation as believed to be in keeping with the educational and financial needs of the District.
  - e) If the recommendations of the Superintendent/President differ from those of the Sabbatical Leave Committee, the Superintendent/President shall meet with the **Vice President of Instruction** prior to Board of Trustee approval to explain the reasons for the changes.
  - f) The Board of Trustees, at its discretion, shall make the final decision. The Superintendent/President shall notify the applicant in writing as soon as the Board of Trustees has acted on the proposal.
    - i) If the Board of Trustees rejects the applicant's request, the applicant shall be informed in writing of the rejection and the reasons for rejection.
- (9) Conditions for Determining Nominees: The nomination of candidates for sabbatical leaves shall be governed by the following factors in the order listed:
- a) Eligibility for Sabbatical Leave as defined in this article.
  - b) Relative merits of the proposed project.
  - c) Potential of future service to the District and students.
  - d) History of previous discretionary leaves (normally priority of selection shall be given applicants who have not had a sabbatical or other discretionary leave in the District).
  - e) Seniority
- (10) For each academic year, the equivalent of six (6) full-time leaves may be budgeted by the District.
- (11) Compensation:
- a) During the academic year, a faculty member on sabbatical leave shall receive compensation equivalent to 75% of the regular placement on the instructor's basic salary schedule (excluding extra compensation of any type) that he/she would have received had he/she been on duty, and shall receive health and welfare benefits at the same level as he/she would have received had he/she been employed on a regular basis.

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- b) Each semester of sabbatical leave shall constitute a half-year's service for salary increment purposes.
- (12) A Sabbatical Leave shall not be used concurrent with any other discretionary leave.
- (13) As a condition of being granted a sabbatical leave of absence, the faculty member shall agree in writing to return to duty in the District following the expiration of the leave of absence for a period of service equal to twice the period of the granted leave. (Appendix 'F')
- (14) Should the faculty member fail to honor the written agreement to return to work for the period outlined above, then the faculty member shall return to the District a sum of money equal to the adjusted base salary received during the period of the sabbatical leave of absence. The faculty member shall pay for legal expenses that may result should the faculty member fail to comply with the items above.
- (15) If the faculty member fails to honor this written agreement because of serious or debilitating injury or illness as certified by a licensed physician and results in the termination of District employment, then the District shall relinquish all claims to recover sabbatical leave pay.
- (16) Additional Compensation:
- a) Additional compensation which is received by the faculty member from sources other than the District, and which is in excess of the faculty member's regular base salary, may be deductible from the leave salary paid by the District. Additional assistance from recognized sources of aid to study, research, and travel, such as scholarships, shall not constitute additional compensation.
  - b) A faculty member on sabbatical leave may work for the District at the contract rate up to the limit of his/her base salary, provided the assignment is approved by the appropriate Vice-President and the time worked does not interfere with the purpose of the sabbatical. However the rigor associated with a sabbatical leave precludes a faculty member from working an overload assignment. A faculty member may not exceed 100% of his/her base load.
  - c) Load banking may be combined with a Sabbatical Leave, but the combination shall not exceed 100% of a faculty member's base compensation.
- (17) Report Description, Evaluation and Presentation
- a) Upon completion of a sabbatical leave, the faculty member shall submit a written report to the Sabbatical Leave Committee prior to October 1 of the year of return from leave (March 1 in the case of a fall semester

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sabbatical). The report shall be typed and consist of a minimum of three (3) pages which summarize the activities of the sabbatical leave, including the benefits to the District, ~~description of the project and how it was accomplished in accordance with the approved proposal.~~

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The original proposal, the sabbatical agreement, and official transcripts (if applicable) should be attached. Other material produced as part of the leave should be available to the Sabbatical Leave Committee. The committee may request further information concerning the report from the faculty member, who may choose to attend a committee meeting to provide the clarification.

- b) The Sabbatical Leave Committee shall review and evaluate the sabbatical leave report. If, in the judgment of the committee, the faculty member failed to satisfactorily complete the agreed upon project; the committee will send a written evaluation to the Superintendent/President who may then recommend to the Board of Trustees that appropriate disciplinary and/or punitive action be taken. If the Superintendent/President disagrees with the decision, he/she shall consult with the committee before making a final recommendation to the Board of Trustees. The faculty member has the right to meet with the Board in closed session to discuss any possible action. All decisions shall be in writing with specific reasons given and with copies provided to the faculty.
  - c) The Superintendent/President shall present the written reports of committee-approved sabbaticals to the Board of Trustees for their acceptance at the November meeting (or April meeting when applicable).
  - d) An oral summary of the sabbatical may be requested by the faculty member, the President/Superintendent or the Board of Trustees and may be given by the faculty at this same meeting. A copy of the written report will be available in the Office of the Superintendent/President.
- (18) **Withdrawal from Sabbatical Leave**
- a) In an emergency situation, a faculty member who has been granted a sabbatical leave may withdraw from the leave and be assigned regular duties no later than thirty (30) calendar days prior to the beginning of the semester or year of sabbatical leave.
  - b) A faculty member who commences the prescribed sabbatical leave and subsequently becomes ill for longer than ten (10) days before the leave has been completed, may request that the Sabbatical leave be terminated and

that he/she be placed on paid sick leave/health leave, provided the faculty member would have been entitled to sick leave had the faculty member not been on Sabbatical Leave, within the following provisions:

- i) The illness is such that had the faculty member been working, the faculty member would have been absent on sick leave.
- ii) The illness is substantiated by the faculty member, who shall provide relevant supporting documentation from a licensed physician to the District.
- iii) If the request is made verbally, it must be made to the Office of Human Resources and the appropriate Vice President prior to the end of the working day, which constitutes the last day of sabbatical leave for the faculty.
- iv) If the request is made in written form, it must carry a postmark dated on or before midnight of the working day which constitutes the last day of sabbatical leave for the faculty member. Written requests must be mailed to the faculty member's immediate supervisor, the appropriate Vice-President and the Office of Human Resources.
- v) If the request is emailed, it must be received prior to the end of the working day which constitutes the last day of sabbatical leave for the faculty member and copies must be sent to the faculty member's immediate supervisor, the appropriate Vice-President and the Office of Human Resources.

(19) Any substantive change in the approved sabbatical project must be approved by the Sabbatical Leave Committee at least sixty (60) days prior to the effective date of the leave. Written approval of the change will be issued by the Vice-President of Instructional Services.

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### **C. Faculty Enhancement Leave Resulting from Program Elimination or Downsizing**

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- (1) Faculty may be granted an unpaid Faculty Enhancement Leave for the purpose of retraining for a new faculty service area under the following provisions and upon approval by the Board of Trustees.
- (2) Eligibility:

- a) A Faculty Enhancement Leave shall be granted to tenured faculty only.
  - b) In the event of notification, by March 15 of the intent to lay off any contract faculty member or notification of intended program elimination, the District with the agreement of the faculty member shall specify no less than three (3) subject areas in which retraining shall take place, the purpose of which is for the faculty member to obtain an additional Faculty Service Area (FSA). If the faculty member has a Faculty Service Area (FSA) in an area in which there is a vacant position, the faculty member is not eligible for the Faculty Enhancement Leave.
- (3) Procedural requirements: A request for a Faculty Enhancement Leave must be submitted to the District on the appropriate form provided by the District.
- a) Requests for Faculty Enhancement leaves of absence to begin in the Fall Semester must be received on or before the preceding April 15. Requests for leaves for the Spring semester of the school year must be received on or before the preceding October 15.
  - b) The faculty member needing to qualify for a new Faculty Service Area (FSA) in order to retain permanent status shall submit, by June 1, a written application for participation in a program specifying the course work to be taken and the accredited institution providing the retraining.
  - c) The District shall guarantee up to 4.0 FTE per year in Faculty Enhancement Leaves.
- (4) Compensation: When the District accepts a program for Faculty Enhancement Leave, the faculty member shall receive a maximum of \$3,000 per semester financial assistance from the District toward the cost of tuition, fees, and books and credit the course work for advancement on the salary schedule.
- (5) Length of leave: Faculty Enhancement Leaves shall be granted for a minimum of one (1) semester or a maximum of one (1) full academic year.
- (6) Upon completion of the program and returning to service, the District shall assign the faculty member to a faculty position in the new Faculty Service Area (FSA).

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#### **D. Vacation time for 12-month Faculty Members**

- (1) All Twelve (12) month faculty members shall earn vacation days at a rate of 1.83 for each calendar month worked.

- (2) A calendar month worked for this purpose is one in which the faculty has been fully compensated for fifty percent (50%) or more of the working days in the month. For example, a twelve (12) month faculty member satisfying the above fifty percent (50%) requirement would be eligible for twenty-two (22) vacation days per year.
- (3) A faculty member is expected to take earned vacation each year. In no event may a faculty member accumulate more than two (2) years of earned vacation days. If a faculty member is not allowed by the District to take vacation days within a two (2) year period, the faculty member must be compensated for any accumulation in excess of two (2) years earned vacation time at the current per diem rate of pay.
- (4) Vacation may be granted even though not completely earned at the time the vacation is taken.
- (5) Unearned vacation that has been granted shall be deducted from a faculty member's final salary warrant if the employment is terminated with the District prior to earning such vacation.
- (6) Upon separation from service, a faculty member shall be paid for accumulated vacation credit at the per diem rate applicable to the faculty member's last regular assignment.
- (7) A faculty member who commences the prescribed vacation period and subsequently becomes ill or bereaved before this vacation period has been completed, may request that the vacation be terminated and that he/she be placed on sick leave or bereavement leave, provided the faculty member would have been entitled to sick leave or bereavement leave had the faculty member not been on vacation, within the following provisions:
  - a) The illness or bereavement is such that had the faculty member been working, the faculty member would have been absent on sick or bereavement leave.
  - b) The illness or bereavement is substantiated by the faculty member, who shall provide relevant supporting documentation.
    - i) If the request is made verbally to the Associate Vice President of Human Resources, it must be made prior to the end of the working day, which constitutes the last day of vacation for the faculty member.
    - ii) If the request is made in written form, it must carry a postmark dated on or before midnight of the working day, which constitutes the last day of vacation for the faculty. Copies of the written notification must be mailed to the faculty member's immediate supervisor and the Office of Human Resources.
    - iii) If the request is emailed, it must be received prior to the end of the working day, which constitutes the last



day of vacation for the faculty member, and copies must be sent to the faculty member's immediate supervisor and Office of Human Resources.

- (8) When a holiday falls during the scheduled vacation of a faculty member, such faculty member shall be granted an additional day's vacation for each holiday within that period.

#### **E. Pre-Retirement Reduced Workload Leave**

- (1) The optional reduced workload program is established in accordance with the provisions of Education Code Sections 87483 and 22724 and provides conditions under which an academic faculty member may be allowed to reduce his/her workload, in anticipation of retirement, from full-time to part-time duties and receive the same retirement credit that would have accrued had the faculty member been on full-time service.
- (2) In order to ensure full CalSTRS credit, the faculty member is responsible for meeting with a CalSTRS representative prior to the beginning of the Pre-Retirement leave. Service credit may only be guaranteed for faculty beginning the Pre-Retirement Leave in the Fall semester. CalSTRS does not recognize Pre-Retirement Reduced Workload Leaves that begin in the Spring semester.
- (3) Eligibility Requirements
- a) The faculty member shall have reached fifty-five (55) years of age by the start of the semester in which the work reduction begins.
  - b) The faculty member shall have been employed full-time in a position requiring at least ten (10) years of which the immediately preceding five (5) years were full-time employment. Sabbaticals and other approved non-discretionary leaves do not constitute a break in service. However, neither discretionary nor non-discretionary leaves are to be used to compute the five (5) years of full-time service necessary for entry into the program.
  - c) The faculty member must retire after a maximum of five (5) years of reduced workload or at any time after one (1) year of reduced workload that the program is ended through mutual agreement of the faculty member and the District.
  - d) The first year of reduced workload is to be considered a trial period for the faculty member and a return to full-time

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status may be requested during this year. Such return to full-time status may only be resumed at the start of the next school year (which year would have been the second year of a reduced workload program).

- e) The minimum assignment shall be half-time. Half-time employment shall be the equivalent of one-half the number of days of service required by the faculty member's contractual assignment during the final year of service in a full-time position. A faculty member may request a minimum assignment which is:
  - i) One hundred percent (100%) assignment for one (1) semester and no assignment for the second semester.
  - ii) A fifty percent (50%) assignment for each of two (2) semesters.
  - iii) Fifty percent (50%) or more for both semesters of the college year.

(4) Compensation Details

- a) The faculty member shall be paid a part-time salary prorated on the basis of the full-time salary for the position in which he/she serves. He/she shall retain health benefits provided for by statute in the same manner as a full-time faculty. All other rights and benefits shall be provided in accordance with applicable statutes and/or District policies.
- b) The District and the faculty member shall each contribute to the State Teachers' Retirement Fund the amount that would have been contributed if the faculty member were employed on a full-time basis. At least fifteen (15) working days prior to any period in which the faculty is not working at least half-time, a lump sum payment equal to the retirement contribution due for that period shall be remitted to the District. That amount and the District contribution shall be forwarded to the State Teachers' Retirement System.

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(5) Leaves of Absence

- a) In the event a faculty member requests leave without pay for any reason, the salary received for the school year must not be less than half the salary the faculty would have earned if employed on a full-time basis. If a faculty member is paid less than half of the full-time salary, the minimum participation requirements shall not have been met and the pre-retirement reduced workload leave shall be cancelled.

- b) Faculty who are participating in the Pre-Retirement Leave are not eligible for sabbatical or other discretionary leaves.
- (6) Application and Termination
- a) The option of part-time employment shall be requested by the faculty member and submitted to the Associate Vice-President of Human Resources, on a form to be provided by the District.
  - b) Applicants who wish to begin this option for part-time employment in the fall semester of an academic year shall submit their applications by the preceding March 15.
  - c) During the first year of the reduced workload program, the faculty member may initiate termination of the program and such termination shall not require the mutual consent of the District.
  - d) During the second through the fifth year of the reduced workload program, the option may be revoked or altered within code limitations only with the mutual consent of the faculty member and the District.
- (7) A faculty member may participate in the reduced workload program for a maximum of five (5) years.

#### **F. Personal Leave: Temporary Reduction in Assignment**

- (1) Faculty may be granted a temporary reduced assignment.
- (2) Purpose of Reduced Assignment: A reduced assignment may be granted for personal reasons.
- (3) Eligibility:
  - a) The faculty member shall be a full-time tenured faculty and have been employed for at least five (5) consecutive years.
  - b) A reduced assignment shall not result in a significant impact to the program.
- (4) Determination of candidates for reduced assignment:
  - a) The faculty member shall submit a request to his/her division chair or program manager for a reduced assignment.
  - b) The division chair or program manager shall evaluate the request with regards to the needs of the division/program.
  - c) The decision of the division chair/program manager shall be forwarded to the appropriate Vice-President who shall have the final determination of the reduced assignment.

(5) Individuals qualified for the Pre-Retirement Reduced Workload Leave Section 5E, shall not be eligible for the reduced assignment.

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(6) This section is not designed to replace state requirements for reductions associated with "medical return to work at a reduced load" or state required disability leaves.

(7) Types of reduced assignments

- a) Reduced assignment of between less than 100% assignment and not less than 80% assignment may be approved for two (2) years at a time with no more than ten (10) years life long reduction at this rate.
- b) Reduced assignment of between less than 80% assignment and not less than 50% assignment may be approved for two years at a time with no more than two (2) consecutive approvals totaling four (4) years or five (5) years life-long reduction at this rate.
- c) Reductions of assignment for less than 50% are not available through this section of the contract.

(8) Restrictions: Faculty requesting reduction in assignment shall not receive/earn overload or banked hours during the Fall or Spring semesters.

(9) Compensation:

- a) During the temporary reduction in assignment, the faculty member shall receive his/her basic salary pro-rated to the actual percent of assignment.
- b) For up to 20% reduction in assignment, full health benefits shall be provided.
- c) For qualifying faculty hired on a contract basis of one-half time up to 80%, but less than full-time, the District contribution shall be prorated upon the ratio that the faculty member's assignment bears to a full-time assignment. For example, a 60% contract faculty shall be given a credit in the amount of 60% of the maximum premium amount paid by the District for a full-time faculty's health and welfare benefits. The partial contract faculty member's benefit package must include the same coverage items as that of a full-time faculty. If the resulting premium amount is greater than the credit, the faculty member shall pay the difference on a tenths basis. If the resulting amount is less than the credit, the difference reverts to the District. The number of pro-rated contracts awarded under this Article shall not exceed ten percent (10%) of the total number of full-time contract faculty, and the number of pro-rated faculty in any division shall not exceed twenty-five percent (25%) of the number of full-time faculty in that division. In the

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determination of numbers of contracts in each instance above, rounding-off shall be accompanied to the nearest whole number.

- (10) The faculty shall receive the STRS service credit for actual time worked. If STRS allows for buying back service credit, the faculty member shall be responsible for this purchase.
- (11) Applications must be made in writing on a "Request for Leave" form available through the Office of Human Resources, or the Human Resources' website. Applicants shall be notified by the District as to final action on their applications within one (1) month of the written application.
- (12) Faculty on a reduced assignment granted ~~prior to the 2003-2004 academic year~~ shall have the right to continue their leave at the current level in accordance with the agreement ~~that~~ originally established this temporary reduction in assignment without being subjected to the restrictions in the Personal Leaves section of this Article. For any temporary reductions beginning after 2004, Once the conditions of the original agreement have been established and met to the fullest, additional agreements for reductions in assignment shall be by mutual agreement of the District and the employee. This section is in no way designed to guarantee any faculty member a permanent reduction in assignment.

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### **G. Unpaid Health Leave**

- (1) An unpaid Health Leave may be granted for the purpose of guaranteeing the position of a faculty member who is unable to work, has used all of the twelve (12) weeks of Family and Medical Leave, and has further exhausted all his/her paid sick leave. The faculty member may request an unpaid health leave. If the faculty member meets the conditions of the unpaid health leave and the needs of the programs/District can be satisfied, the appropriate Vice President may grant the leave and forwarded the recommendation to the Board of Trustees for approval.
- (2) Faculty members receiving Unpaid Health Leaves are on unpaid status, and therefore do not receive compensation, health and welfare benefits, nor service credit provided by the College.
- (3) It is the responsibility of the faculty member receiving a discretionary non-paid leave to contact CalSTRS regarding the impact of the leave on retirement and to pay COBRA for extended medical benefits if desired.
- (4) Eligibility: An Unpaid Health Leave may be granted to probationary or tenured academic faculty for a period no more

- than two (2) years. This leave is not guaranteed and may be requested upon completion of all paid sick leave and the twelve (12) weeks of Family and Medical Leave.
- (5) Unpaid Pregnancy Leave (without disability): The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant faculty member prior to the period of actual disability. This leave does not require a physician's certification.
- a) Physician Certifications: A pregnant faculty member who elects not to apply for an unpaid pre-childbirth pregnancy leave pursuant to Section 5G-5 above shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position.
  - b) Additional Leaves—In addition to the unpaid pre-childbirth and disability leaves described above, a faculty member may be eligible for 12 weeks of unpaid leave for bonding with a new child under FMLA/CFRA (see section 4E), or up to two years of unpaid leave under the Home Responsibility Leave provision (see section 5H)
- (6) Refer to Sections 5 # (8) and 5 # (9) for Procedure and Appeal Process

#### **H. Unpaid Home Responsibility Leave**

- (1) A tenured faculty member may request an Unpaid Home Responsibility Leave, for the purpose of childcare, adoption, care of members of the immediate family for health reasons or the care of a legally dependent adult of the faculty member, faculty member's spouse/domestic partner.
- (2) Faculty members receiving Unpaid Home Responsibility leaves are in unpaid status, and therefore do not receive compensation, health and welfare benefits, nor service credit provided by the College.
- (3) It is the responsibility of the faculty member receiving a discretionary non-paid leave to contact STRS regarding the impact of the leave on retirement and to pay COBRA for extended medical benefits if desired.
- (4) Eligibility: A Home Responsibility Leave may be granted to tenured academic faculty only. Non-discretionary Leaves of Absence (for other purposes) shall not be deemed a break in continuity of service nor shall the period of such absence count toward the years of service requirement. This leave is not guaranteed and may be requested upon completion of all

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applicable paid sick leave and/or the twelve (12) weeks of Family and Medical Leave.

- (5) Refer to Sections 5 # (8) and (5) #9 for Procedure and Appeal Process.

#### **I. Unpaid Personal Growth and Development Leave**

- (1) Personal Growth Development leaves are unpaid leaves that provide the faculty member with:
  - a) Formal Study Leave
  - b) Travel for Education Purposes
  - a) Personal Development
- (2) Faculty members receiving Personal Growth and Development leaves are in unpaid status, and therefore do not receive compensation, health and welfare benefits, nor service credit provided by the College.
- (3) It is the responsibility of the faculty member receiving a discretionary non-paid leave to contact STRS regarding the impact of the leave on retirement and to pay COBRA for extended medical benefits **if desired.**
- (4) Eligibility: The faculty member must have been employed full-time for at least six (6) consecutive years (or equivalent for contract faculty on less than full-time service) of full-time paid service. Non-discretionary Leaves of Absence (for other purposes) shall not be deemed a break in continuity of service nor shall the period of such absence count toward the years of service requirement. This leave is not guaranteed.
  - a) Formal Study Leave. Faculty may be granted an unpaid formal Study Leave if the faculty member is eligible for the leave, successfully complete the application process, and if their application is forwarded, by the appropriate Vice-President, to the Board of Trustees for approval. In order to be eligible for a study leave, the faculty member must be tenured and must complete a minimum of eight (8) semester hours each semester of job related upper division or graduate work in an accredited institution of higher education. The application and approval procedure for a Study Leave is found in Section 5.
  - b) Travel Leave. Faculty may be granted an unpaid Travel for Education Purposes Leave if the faculty member is eligible for the leave, successfully complete the application process, and if their application is forwarded, by the appropriate Vice-President, to the Board of Trustee for approval. This leave of absence for travel for educational purposes may be granted to tenured faculty only.

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c) Personal Development Leave. Faculty may be on unpaid Personal Development Leave if the faculty member is eligible for the leave, successfully complete the application process, and if their application is forwarded, by the appropriate Vice-President, to the Board of Trustees for approval. Personal Development Leaves may be granted only to tenured faculty.

(5) Refer to Section 5 #(8) and 5 #(9) for Procedure and Appeal Process.

(6) Return from Personal Growth and Development Leave

- a) Upon return from a Personal Growth and Development leave, the faculty shall present a written report to the appropriate Vice-President describing the activities of the faculty member during the period of leave.
- b) Faculty returning from a Fall leave to the Spring semester shall notify the District in writing of their intent to return prior to the start of the Fall semester, preceding the return. Faculty returning from Spring leave to the Fall semester shall notify the District in writing by prior to the start of the Spring semester, preceding the return.

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### Section 6. Impact of Leaves

Leaves may impact retirement service credit and benefits. It is the faculty member's responsibility to check the impact the leave shall have on his/her retirement service credit and benefits.

### Section 7. Return to Work

A Written approval from the faculty member's attending physician is required: Prior to her/his return to work after an absence of ten (10) days or more due to illness or injury; upon return from surgery; from any illness or injury requiring hospitalization; of faculty using casts or orthopedic devices; if there are work restrictions or upon request of the immediate supervisor or Associate Vice President of Human Resources. In every case the physician's clearance must reach the Office of Human Resources at least one (1) working day prior to the faculty's intended return. The cost of the written approval of the physician shall be at the faculty member's expense

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### Section 8. Miscellaneous

A Faculty shall receive their usual compensation, which shall not be deducted from accumulated sick leave, for the following:



- (1) When under quarantine by order of the Health Office of the City or County for such period of quarantine, provided that such period of absence is not more than two (2) weeks, and provided further that not more than two (2) separate periods of quarantine shall be paid for in any fiscal year to any one faculty member.
  - (2) When the College is closed on account of epidemic, fire, flood or earthquake. The District, in an effort to notify faculty of such a closure prior to their arrival on campus, must make a reasonable attempt to notify the news media of the emergency closing.
- B If the College needs to reschedule the lost days not associated with the above, in order to meet the ~~the State calendar requirement~~ day state calendar requirement, it may so extend the work year without paying the faculty any additional amount.

Deleted: 151 student day requirement

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### Section 9. Faculty Health Requirements

The following requirements regarding faculty health shall apply as a condition of employment:

- A Physical examinations by the District physician designated to examine personnel, are required and shall be paid by the District as follows:  
Upon return from illness of more than six (6) months duration; or upon request of the Superintendent/President or ~~Associate Vice President Of Human Resources~~
- B Tests and reports indicating freedom from active tuberculosis for continuing faculty are required at least every four (4) years, and shall be paid for by the District, if the faculty makes use of the tuberculin clearance method provided by the District. If the examination is made by the member's private physician, the faculty member shall incur all costs.

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