

ARTICLE 11. LEAVES OF ABSENCE

11A. Sick Leave for Personal Illness and Accident

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

Unit members considering a Leave of Absence should review the provisions of Article [20B](#) and [20C](#) concerning medical insurance for retirees and the provisions of Article 19 concerning Pre-retirement Reduction in Load.

11A.1 Uses of Sick Leave

Sick Leave for illness and Accident Leave is intended for the unit member's use and includes, but is not limited to, visits to a medical doctor, dentist, optometrist, oculist, podiatrist, chiropractor, psychiatrist or licensed clinical psychologist, licensed marriage, family and child counselor (MFCC) and Christian Science Practitioner.

- a. Unit members who are working are entitled to use Sick Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing Leaves of Absence for other illness or medical disability. (Note: See [Section 11B.1c\(1-3\)](#) for further clarification.)

11A.2 Earning and Accumulating Sick Leave for Contract, Regular and Temporary Faculty

- a. **Full-Time Employment.** Sick Leave is earned at the rate of one (1) day per month of full-time employment. Unit members who are employed full time (100% of load) shall be entitled to ten (10) days of paid Sick Leave each July 1 for the purposes of personal illness or injury.
 - (1) **Accumulation of Sick Days.** If a unit member does not utilize the full amount of Sick Leave authorized in any school year, the amount not utilized shall be accumulated from year to year. Sick Leave is credited at the beginning of the term and may be utilized immediately. If the unit member terminates employment before the end of the term, the unit member must pay back any Sick Leave hours claimed that were not yet earned.
 - (2) **Leave of Absence.** A unit member who is on Leave without pay shall not earn Sick Leave.
 - (3) **Partial Day.** A unit member who is absent for less than one (1) full day shall have deducted from the accumulated leave the pro-rata portion of a day based on the ratio of scheduled hours absent to the total number of required assigned hours for that day. This calculation shall be done on the basis of percentage of the unit member's absence from the total number of hours he/she was scheduled that day. For instance, if a unit member was scheduled to work a six (6) hour day and missed three (3)

hours, then only 50% of a Sick Day shall be deducted from his/her allotted benefit.

(4) **Five Day Work Week for Purpose of Sick Leave Reporting.**

For purposes of this Section, a Contract, Regular, or Temporary unit member who is absent for five (5) consecutive days shall have five (5) days of Sick Leave deducted from his or her accumulated Leave. This shall be the standard regardless of how many week days the unit member has on-campus assigned duty days.

- b. **Less Than Full-Time Employment Status.** Unit members who work less than Full-time shall be entitled to the pro-rated portion of the ten (10) days Leave based on the percentage of annual full-time load assigned.
- c. **Summer Session.** Effective the 2006-07 Academic Year, Summer Session Sick Leave shall be discontinued as a separate type of Leave. Any residual days shall be converted to the appropriate hour types according to the conversion fractions given in [Section 11A.3](#), and added to the unit member's adjunct/overload Sick Leave balance.

For unit members teaching summer session for load see Article 17E.1.

- d. **Part-time (Overload) Sick Leave.** A Contract or Regular unit member who renders service on a Part-time (Adjunct) basis during a Fall or Spring Semester will earn Sick Leave in exactly the same manner as stated in [Section 11A.3](#). For example, a three hour class will earn three hours of Sick Leave for the term. Unit members with Contract or Regular status may utilize Sick Leave, accumulated for the academic year and Summer Session, during their service on a Part-time (Adjunct) basis.

If a Contract or Regular unit member who is providing such overload service for pay is absent from both his/her regular assignment and overload assignment, then both the Regular and the Part-time Leave will be deducted. When the unit member exhausts his or her Part-time (Adjunct) Sick Leave, Regular Sick Leave is reduced as follows:

For instructional assignments: 1 hour = 1/4 day

For non-instructional assignments: 1 hour = 1/6 day

When a unit member has exhausted his or her Part-time (Adjunct) Sick Leave, it is possible to use more than one day of regular Sick Leave per day of absence. For example, absence of one day of regular assignment in addition to absence from 2 instructional hours of an overload assignment will reduce regular Sick Leave by 1.5 days.

Part-time Sick Leave hours may be converted to days according to the above conversion factors, and added to the unit member's Full-Time Sick Leave days upon request of the unit member.

- e. **Notification.** Each unit member shall be notified of the accumulated Sick Leave earned during the regular academic year and/or the Summer Session with each monthly pay warrant.
- f. **Substitution: Faculty.** No unit member absent due to illness or personal necessity for a period of three (3) days or less shall be charged Sick Leave

if, during his/her absence the position is voluntarily filled by other faculty members who meet minimum qualifications, and are available to directly supervise the students at no cost to the District. It is understood that this provision only applies when the class is not canceled or when counseling/librarian/or special assignment duties are not forfeited.

Whenever possible, the Dean is to be notified in advance; otherwise the Dean is to be notified the following work day. The Absence Report form (see [Absence: Report Form](#)) must be submitted to the appropriate Dean or director by the faculty member who was absent to verify that these conditions have been met.

g. **Eligible Sick Leave (From Outside the District):**

- (1) Sick Leave credit received by transfer from the previous employer of a new unit member shall be accepted within one year from date of hire pursuant to the provisions and limitations of the California Education Code.
- (2) It shall be the responsibility of the unit member to notify the Human Resources Department, in writing, of the name and address of the District by whom he/she was last employed, and request credit for the accumulated Leave of Absence for illness or injury to which he/she is, or was, entitled at the time of separation from said District.

h. **Impact of Sabbatical**

For any academic year that includes one or both semesters on Sabbatical Leave, the Sick Leave earned shall be pro-rata accrual of the normal ten (10) day allotment, in proportion equal to the percentage of the member's normal salary that is to be disbursed for the year. (For example, a unit member earning 75% of his/her normal annual salary will accrue 7.5 days for the year.) If the member elects to use banked load to bring their pay to 100%, then the year's Sick Leave accrual shall be the full 10 days.

11A.3 Earning and Accumulating Sick Leave For Part-Time (Adjunct) Faculty.

Sick Leave for Part-time (Adjunct) faculty is calculated on a scheduled hourly basis. For each hour of primary service for a week during a term, one hour of Sick Leave is earned. These Sick Leave hours are accumulated from year to year. Sick Leave is credited at the beginning of the term and may be utilized immediately. If the unit member terminates employment before the end of the term, the unit member must pay back the hours earned.

Formula: # hours/week/term = # sick hours/term

(For example: A three-hour class equals three hours of Sick Leave for the term. A counselor who works 10 hours per week for that term would earn 10 hours of Sick Leave for the term.)

- a. For short-term, Summer Session or Inter-session assignments, sick hours shall accrue on the basis of the hours per week the assignment would entail if it were a full-term assignment. (For example, a 3-unit lecture assignment

accrues 3 hours Sick Leave regardless of the number of weeks the class meets.)

- b. Unused Part-time (Adjunct) faculty Sick Leave shall be converted to days and reported to the State Teacher's Retirement System upon the unit member's retirement. This shall also apply to Full-time unit members who have Part-time (Adjunct) Sick Leave hours. The conversion factor shall be as follows:

For Sick Leave hours accumulated for instructional assignments:

4 sick hours = 1 day

For Sick Leave hours accumulated for non-instructional assignments:

6 sick hours = 1 day

11A.4 Salary Deduction during Leave of Absence for Extended Illness or Accident

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

When a unit member with Contract or Regular status has used up all accumulated Sick Leave and is absent from duties on account of extended illness or accident for a period of five (5) school months (e.g. one hundred (100) working days) or less, the monthly salary shall be adjusted for each month that the absence occurs. The adjusted amount shall be deducted from the salary due the unit member and shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence. If no substitute is employed for an instructor, counselor, or librarian, the cost of a substitute shall still be deducted.

- a. There will be no salary deduction for the first ten (10) days (July 1 entitlement) of absence due to illness or accident in an academic year. If the unit member terminates employment before the end of the academic year, any entitled Sick leave used but not earned shall be paid back to the District.
- b. There will be no salary deduction for any period of time covered by accumulated Sick Leave.
- c. When a unit member is absent from duties on account of illness or accident for a period of more than five (5) school months (e.g., one hundred (100) working days) and has used up all paid Sick Leave, the unit member shall be placed on Leave without pay for up to one (1) year, and then be placed on an eighteen (18) month re-employment list, at the unit member's option.
- d. Medical examination(s) may be required to be performed by a physician(s) paid by the District to determine physical and mental condition for continued service.

11A.5 Medical Verification

Whenever a unit member claims Sick Leave for three (3) or more consecutive working days, or five (5) or more cumulative days in any thirty (30) calendar day period, the District may require the employee to present a written, signed

statement from the unit member's health care provider¹ or religious advisor where such is deemed in conformance with religious tenets, verifying the illness, injury or quarantine and the date the unit member can return to work.

Unit members returning to work following illness may be required to provide medical evidence of recovery sufficient to assume regular duties. A medical examination may be required at any time to be performed by a physician(s) approved by the District, at the District expense.

11A.6 Sick Leave Donation for Terminally Ill Employees

Appendix: [Sick Leave Donation: Application \(Terminal Illness\)](#)

Each unit member may donate days of Sick Leave to individual employees of the District, who due to a terminal illness, have exhausted all accumulated Sick Leave. Donors may not donate more than two days of Sick Leave in any fiscal year for Full-time unit members and twelve hours for Part-time (Adjunct) unit members, and must have a minimum of 40 days of accumulated Leave on account with the District. If a Full-time unit member donates a full-time day of Sick Leave, that day shall equate to six (6) hours. No donee may receive more than 100 days of donated Leave in total. A "terminal illness" must be certified as such by the procedure established in [Article 11A.5](#) -Medical Verification.

11A.6a. Process for Requesting Donations
See Section 11A.7a

11A.6b. Process for Making Donations
See Section 11A.7b

11A.7 Sick Leave Donation to Employees Suffering a Serious Health Condition

Appendix: [Sick Leave Donation: Application: \(Serious Health Condition\)](#)

Each unit member may donate days of Sick Leave to individual employees of the District who, due to a serious health condition, have exhausted all accumulated Sick Leave. Donors may not donate more than two days of Sick Leave in any academic year for Full-time unit members and six hours for Part-time (Adjunct) unit members, and must have a minimum of 40 days of accumulated Leave on account with the District. No Full-time faculty donee may receive more than 30 days of donated Leave per academic year. No Part-time (Adjunct) faculty may receive more than thirty-six (36) hours of donated Leave per academic year. A Full-time unit member may donate full-time Sick

¹For purposes of this section, the term "health care provider" shall be consistent with the definition of the same in the Family and Medical Leave Act of 1993, 29 USC 2601 (Public Law 103-3), which states, in pertinent part, that a health care provider is "... a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices or any other person deemed ... to be capable of providing health care services."

Leave days to a Part-time (Adjunct) unit member at the rate of six (6) hours of Part-time (Adjunct) Sick Leave per one full-time day.

A "serious health condition" is defined as an illness, injury, impairment, or other physical or mental condition of a nature necessitating a continuous absence from work of more than ten days that involves inpatient or outpatient care in a hospital or residential health care facility, and continuing treatment or continuing supervision by a health care provider as defined in [Section 11A.5 - Medical Verification](#). The District has the right to require additional certification by a physician chosen by, and paid for, by the District as per [Section 11A.5](#).

The donated Sick Leave may be used only when the employee has exhausted accumulated Sick Leave and is not eligible for long-term disability coverage or not yet begun to receive long-term disability coverage. The recipient is responsible for payment of any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient.

11A.7a. Process for Requesting Donations

- (1) The applicant for donated Sick Leave shall fill out an Application For Donated Sick Leave (Appendix: [Sick Leave Donation Transfer Form](#)), stating the nature of the serious health condition, the number of days estimated that the illness will last, or how many days the illness did last and the number of days the applicant currently has on account with the District. This application shall be provided to applicants by the Director of Human Resources.
- (2) The application must be signed by the applicant and the applicant's physician(s), and sent to the Director of Human Resources who may demand additional medical verification as per the procedure cited in [Section 11A.5](#).
- (3) As soon as the Director of Human Resources has reviewed the application, the applicant shall be so informed and solicitation of donations may then be made by the individual or his/her representatives on his/her behalf. The Human Resources Director must be notified that solicitation of donations has commenced. (The solicitation period shall be limited to a period not to exceed one month.)

11A.7b. Process for Making Donations

- (1) Donations of Sick Leave shall be authorized by a signed pledge form, which shall be filed with Human Resources. This pledge form shall provide legal waiver and spousal consent, where necessary.
- (2) Donated Leave must be in one-day increments for full time unit members. Donated Leave must be in hour increments for Part-Time (Adjunct) unit members.
- (3) In the event that several employees sign pledge forms to donate, the Sick Leave shall be allocated to the donee in the order the signed pledge forms are received by Human Resources.

- (4) Sick Leave shall not be transferred from a donor's account until it is used by the recipient for the serious illness or medical condition detailed on the Application for Donated Sick Leave. Once transferred the transfer is irrevocable. In the event that the recipient does not use all pledged Sick Leave, any unused pledge forms shall be returned and no Sick Leave deductions made from pledgers' Sick Leave accounts.
- (5) The Human Resources Office shall keep the identities of any of those pledging Sick Leave confidential.

11B. Personal Necessity Leave Deducted From Sick Leave

(See Form Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11B.1 Statement of Purpose

Any days of absence for illness or injury, earned or allowed, by a unit member may be used, at his or her election, in cases of Personal Necessity for the following purposes:

- a. **Death of a member** of his or her immediate family when additional Leave is required beyond the number of days provided under the Bereavement Leave section of these rules and regulations;
- b. **Accident** involving his or her person or property, or the person or property of a member of his or her immediate family;
- c. **Illness** of a member of his or her immediate family;
 - (1) Upon a written request, any employee may be granted Sick Leave deductions because of illness in his/her immediate family. For purposes of this Leave provision, immediate family means: mother, father, grandfather, grandmother, or a grandchild of the employee or of the spouse of the employee, the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relatives or equally significant other persons living in the immediate household, or registered domestic partner. No more than seven (7) days may be so deducted from Sick Leave in one (1) fiscal year. [Exception: (2) below.]
 - (2) Notwithstanding (1) immediately above, up to one-half of an employee's annual Sick Leave allotment, once it has actually accrued, may be used when an employee needs time off to care for a child, parent or spouse.
 - (3) Under this Section, Sick Leave is defined as accrued increments of compensated Leave meant for an employee's illness or injury, doctor's appointments or other medical needs.
 - (4) Under this Section, Personal Necessity Leave deducted from Sick Leave does not carry over from year to year.
 - (5) Under this Section, proof of illness of a spouse, child or parent may be required.

- (a) A “child” means a biological, adopted or foster child, a step-child, a legal ward, or a child an employee has accepted the duties and responsibilities of raising.
- (b) A “parent” means a biological, foster or adopted parent, a step-parent or a legal guardian.
- (c) The term “spouse” applies only to an individual to whom the employee is legally married.
- d. **Appearance in any court** or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- e. **Matters of compelling personal importance** which cannot be accomplished at times other than assigned working hours.
- f. **Application to unit members on pre-retirement reduction in load.** This provision shall apply to Regular unit members on Pre-retirement Reduction in Load on a basis proportional to the unit member’s annual District service.

11B.2 Definition of Immediate Family

Members of the immediate family shall mean the mother, father, grandmother, grandfather or grandchild of the unit member or of the unit member's spouse; the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the unit member; or any relative or equally significant other person living in the immediate household of the unit member, or registered domestic partner.

11B.3 Maximum Number of Days

The maximum number of days of accumulated Leave of Absence for illness or injury which may be used for the purposes set forth above shall not exceed seven (7) days in any one (1) school year. (See exception in [Section 11B. 1c\(1-2\)](#) above.) Leave taken during the Summer Session or an extra pay assignment is limited to the amount of Sick Leave earned in that Summer Session or academic year in which the extra pay was earned.

11B.4 Verification

Each unit member requesting Leave of Absence under these provisions shall file with the College President, upon forms provided, such proof or statement of facts as may be determined necessary to carry out the intent of this Article.

11C. Bereavement Leave: District Provided

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11C.1 Definition of Immediate Family

For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter,

daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the unit member or any relative or equally significant other person living in the immediate household of the unit member, or registered domestic partner.

11C.2 Duration of Leave

A Contract, Regular, or Temporary unit member shall be entitled during the academic year and Summer Session to a maximum of three (3) sequential days' Leave of Absence, or five (5) sequential days' Leave of Absence if out-of-state travel or a distance exceeding 350 miles is required, without loss of salary or extra hours pay on account of the death of any member of his or her immediate family.

This Section applies to unit members on Pre-retirement Reduction in Load with no reduction in duration of the Leave.

A Part-Time (Adjunct) unit member shall be entitled to a maximum of two (2) sequential days' Leave of Absence without loss of salary or extra hours pay on account of the death of any member of his or her immediate family. This provision also applies to Contract, Regular, and Temporary faculty teaching overload classes.

11D. Industrial Accident and Illness Leave

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11D.1 Purpose

Unit members will be entitled to Industrial Accident Leave according to the provision in California Education Code Section 87787 for personal injury which has qualified for Worker's Compensation under the provisions of the District's Worker Compensation Insurance Fund.

11D.2 Duration and Accumulation

Such Leave shall not exceed sixty (60) days during which the colleges of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.

Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award. Such Leave is not cumulative from year to year, and if an absence overlaps into a new academic year, the unit member will have available only that amount which was not used the prior year for the same illness or injury.

11D.3 Medical Examination

The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

11D.4 Reimbursement

For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the District's Worker Compensation Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

11D.5 Sick Leave

If the unit member is unable to return to duty after exhausting paid Industrial Accident and Illness Leave, the unit member will receive any accumulated paid Sick Leave and other extended Sick Leave benefits. Such Leave shall not affect the normal accumulated Sick Leave. Such Leave allowances will be reduced only in the amount necessary to provide a full day's wages or salary, when added to compensation from District's Worker Compensation Fund.

11D.6 Residency Requirement

A unit member receiving benefits under these provisions shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the Board of Trustees.

11D.7 Separation From District Employment

When all available Leaves of Absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the position, the person shall be separated from employment with the District.

11E. Leave for Pregnancy

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11E.1 Use of Leave

Contract, Regular, and Temporary unit members are entitled to use Sick Leave as set forth in Section A of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, and shall be limited to those disabilities as set forth above. The length of such Disability Leave, including the date on which the Leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. It is recognized that the unit member is entitled to up to four (4) months of Leave under the Fair Employment and Housing Act (FEHA) for any pregnancy related disabilities. The Fair Employment and Housing Act specifies the duration and conditions for Leave.

11E.2 Medical Verification

The District may require a medical doctor's verification and clearance to return to work as provided in Section A.

11E.3 Benefits While on Leave

The unit member shall receive District provided medical benefits while on Pregnancy Leave. These benefits shall be provided by the District at the same level as when the unit member was a member of the active staff. (For example, if the unit member has received medical benefits at the level of a Full-time faculty person, then the District provided benefit shall continue at the same level during the course of the Pregnancy Leave. If the unit member had received medical benefits on a partial basis prior to the Leave, then the District shall maintain the partial coverage while the unit member is on Pregnancy Leave.

11F. Parental Leave

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

A unit member may be granted Leave without pay, or may work at a reduced work load, for the purpose of childbirth preparation or postpartum infant care including adoption. In accord with the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA), such Leave may not exceed seven (7) months duration for a female unit member and twelve (12) weeks duration for a male unit member and may start anytime after the birth (or adoption) of the child. Such Leave shall be with employee benefits, if the unit member is otherwise eligible for these benefits. The District provided benefits shall be in proportion to what the unit member received while on active status. For example, if the unit member received full District provided benefits while active, then that level of benefits shall continue when the unit member is on Parental Leave. If the unit member received partial District provided benefits while on active status, then the partial level of benefits shall apply while the unit member is on Parental Leave.

- a. The unit member understands that reduced service, or Leave without pay, will impact service credit with STRS.
- b. The unit member understands that tenure may be delayed by taking either Unpaid, or Reduced Service Leave.

11G. Judicial Leave

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

A unit member who is employed with Contract, Regular, or Temporary status for half-time or more during the academic year, Inter-session, and Summer Session and who has been regularly called for jury duty in the manner provided for by law, or who is ordered to appear as a witness in court other than as a litigant, shall be granted a paid Leave of Absence up to the amount of the difference between the unit member's regular earnings excluding extra hours pay and any amount the individual receives for jury or witness fees. Upon notification of jury duty, it is the obligation of the unit member to immediately inform his or her immediate supervisor. No deduction shall be made from salary. Any daily jury or witness fee, exclusive of travel expenses, shall be deposited to the credit of the District. When the court appearance consumes only a portion of the day, the unit member shall make reasonable attempts to report back to work for classes that have not already been canceled and for which substitutes have not already been obtained.

This provision shall apply to Regular faculty on Pre-retirement Reduction in Load.

A Part-Time (Adjunct) unit member shall be entitled to up to three (3) hours of Judicial Leave according to the above specifications. This provision also applies to Contract, Regular, and Temporary unit members teaching on an overload basis.

11H. Military Leave

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11H.1 Purpose and Duration

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

11H.2 Compensation

An active unit member with Contract, Regular or Temporary status, who has been employed continuously for not less than one (1) year, and for half-time or more, shall be entitled to receive his or her District salary excluding extra hours pay for the first thirty (30) calendar days of such Military Leave.

11H.3 Orders

A copy of the official Orders shall be submitted to the Chancellor at the time of such request and in advance of the approval by the Board of Trustees.

11I. Personal Leaves With Pay

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11I.1 Provisions

Unit members with Contract, Regular or Temporary status shall be entitled to Personal Leave of Absence for a period of one (1) day per year. Such Leave shall be taken without loss of pay. Personal Leave may not be used for any purpose covered by any other type of Leave and must not take precedence over other provisions of this Agreement. Notification that such Leave is being taken shall be presented to the President in writing at least two (2) days prior to the anticipated absence. The condition of prior notification does not preclude the use of such Leave in emergency situations. Only one (1) day of unused Personal Leave may be carried over from one (1) year to the next so as to allow a maximum of two (2) days of Personal Leave to accrue at any time. Personal Leaves of Absence shall not be granted during the Summer Sessions or for overload hours of service.

- a. **Impact of Pre-Retirement Reduction.** Regular faculty on Pre-retirement Reduction in Load shall receive one full Personal Leave day for the year.

- b. **Impact of Sabbatical.** Regular faculty on Sabbatical Leave shall receive one full Personal Leave day for the year regardless of whether the faculty person is on a full year or semester-long Sabbatical. If the member elects to use banked load to bring their pay to 100%, then the year's Personal Leave accrual shall also be the full day. (See [Article 12A.5d.](#))

11J. Leaves Without Pay

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11J.1 Family and Medical Leave Without Pay

- a. **Intent.** Family and Medical Leave is an unpaid Leave and shall be available for the following purposes:
 - (1) Birth and care of the unit member's child;
 - (2) Placement of a child with the unit member for adoption or foster care;
 - (3) Care for the unit member's child, spouse, parent, or equally significant other person with a serious health condition;
 - (4) The unit member's own serious health condition that keeps the unit member from performing his/her job function.
- b. **Eligibility.** A unit member is eligible for Leave under this provision if the unit member has been employed by the District for at least twelve (12) months from the first day of service and has provided service for at least one thousand two hundred fifty (1250) hours over the previous twelve (12) months.
- c. **Term of Leave.** The eligible unit member shall be entitled to up to twelve (12) work-weeks of unpaid Leave within a twelve (12) month period for family and medical reasons under the federal Family And Medical Leave Act of 1993 and the California Family Rights Act ("Family Medical Leave"). The following provisions shall be interpreted in accord with those statutes and their regulations. Family and Medical Leave will run concurrently with other paid and unpaid Leave if the reasons for the Leave meet the requirements of Family and Medical Leave.
- d. **Notice.** A unit member must provide thirty (30) days advance written notice of the need for the Leave to the President and Chancellor or designees. If the need for the Leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of Leave.
- e. **Certification of Eligibility.** A unit member will be required to provide medical certification whenever a serious health condition of the employee or his/her family member is the reason for the Leave. A second or third medical opinion may be required regarding the employee's serious health condition at the District's expense. In certain circumstances, the unit member may be required to provide re-certification of his or her serious health condition (e.g., when the duration and/or need for the Leave is uncertain). Failure to obtain medical certification when necessary may delay the granting of the Leave request until such certification is provided.

- f. **Benefits.** A unit member taking Family and Medical Leave may continue to participate in the District provided health plan and insurance benefits under the same terms and conditions as if employed. (For example, if the unit member is enrolled in the District provided health plan and receives full benefits from the District, then the District shall continue to pay the full health plan benefits while the unit member is on the Leave. If a unit member is receiving a portion of the District-provided health plan, then the unit member shall receive the same portion of the health plan while on Leave.)
- g. **Periodic Reports.** A unit member may be required to provide periodic reports of his or her status and of his or her intent to return to work while on Leave. Such reports may be required as often as every thirty (30) days, unless otherwise specified by the unit member's immediate supervisor.
- h. **Fitness for Duty.** A unit member on Family and Medical Leave for his or her own serious health condition is required to provide a fitness-for-duty certificate from his or her physician before he or she will be reinstated to employment.

References

Federal Family & Medical Leave Act of 1993
(29 USC Section 2601) and Government Code Section 12945.2
California Family Rights Act

11K.1 Other Leaves Without Pay

Unit members with Regular status may be granted Leaves of Absence without pay by the Board of Trustees for a period of up to one (1) school year. Such Leave shall be granted only upon prior written request and approval of the President, Chancellor, and Board of Trustees at the convenience of the College.

- a. Such Leave may be renewed to a maximum of one (1) additional school year upon written request to the President no later than ninety (90) days prior to the termination of the Leave and with recommendation of the Chancellor and approval of the Board of Trustees. Such Leave shall be taken without pay or other benefits.
- b. If a unit member is permitted to extend the Unpaid Leave of Absence into a second year, then the unit member must notify the appropriate College President of his or her intentions as to availability for employment during the following academic year not later than six months prior to the start of the semester when they would normally return. Failure to comply with this provision may allow the District to assume that the unit member is not going to return to the District at the end of the second year of the unpaid Leave of Absence.
- c. Partial Leaves without pay may also be granted where unit members desire to reduce their full-time (100% contract) assignment to a lesser amount in a particular year. Such Leave shall be for whatever amount is recommended by the Chancellor and approved by the Board of Trustees.

11K.2 Unpaid Sabbatical Leaves

Leaves without pay, granted to the unit member for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in service credit up to a one-year maximum on the Salary Schedule for the period of the Leave. Application for step advancement credit must be made in advance. (See [Article 12A.7](#) for application – Sabbatical Leave).

The District shall, if requested by the unit member, report said Leave to STRS as an unpaid Sabbatical Leave for the purpose of allowing the unit member to purchase said Leave as STRS Service Credit. If the unit member requests the District to report the unpaid Sabbatical Leave to STRS, then the unit member shall submit a report to the Sabbatical Leave Committee according to the terms of [Article 12A.9b](#). The District shall report the unpaid Sabbatical Leave to STRS when the Sabbatical Leave Committee acts affirmatively on the unit member's report.

It is understood that the unit member bears the full financial burden of purchasing this unpaid year of STRS Service Credit. It is further understood that STRS regulations control with respect to the granting of the Service Credit.

This provision shall be applied retroactively for all active staff, and the timeline for the unit member to submit a report for a retroactive, prior, unpaid Sabbatical Leave shall be sixty (60) days from the signing of this provision.

11L. Effect on Retirement of Leaves of Absence

Faculty considering Leaves of Absences should review the Contract provisions concerning group medical insurance for retirees in [Article 20B](#) and [Article 20C](#).