

## ARTICLE 12. SABBATICAL AND LOAD-BANKED LEAVES, FACULTY EXCHANGES

### 12A. Sabbatical Leaves

#### 12A.1 Purpose

Sabbatical Leaves (California Education Code 87767) may be granted for purposes of study or travel of a kind and in an amount which will so improve and update capabilities that during future employment the unit member will be of increased value to the District and to the students of the District. Sabbatical Leaves shall be taken for one (1) semester, one (1) full academic year, or as a split Leave for two (2) semesters within a two (2) year period.

#### 12A.2 Funding

**50% Reduction of Funding in 2011-12 and 2012-13.** The District and Faculty Association agree that for fiscal years 2011-12 and 2012-13, the allocation to the Sabbatical Leave Fund, referenced in the paragraph below, shall be reduced to half of one percent (0.5%) of the total District budget for Contract and Regular faculty salaries. Effective 2013-14, the allocation to the Sabbatical Leave Fund shall revert to the one percent (1%) indicated below. It is understood that sabbatical leaves approved for 2011-12 shall not be affected by this reduction in funding.

An amount equal to one percent (1%) of the total District budget for Contract and Regular faculty salaries excluding managerial salaries for the current fiscal year shall be allocated to the cost of Sabbatical Leaves to be taken during the next succeeding fiscal year. The calculations of the one (1) percent is done for each college and then the appropriate dollar amount is transferred from the colleges' Unrestricted General Fund budget to the Sabbatical Leave Fund. Costs for any replacement faculty are paid from the Sabbatical Leave Fund. Compensation to the unit member on Sabbatical Leave shall be paid from the college budget. Any such funds allocated in one (1) year but not spent shall be added to the allocation for the following fiscal year. This fund shall be cumulative from year to year. Individual unit members shall have no vested interest in any funds allocated for Sabbatical Leaves. (See Appendix: [MOU: Sabbatical Leave Funding Adjustments.](#))

One (1) FTE per year may be allowed for retraining purposes. The cost will be paid at 100% of the appropriate salary. Costs for any replacement faculty are paid from the Sabbatical Leave Fund.

In computing the Sabbatical Leave cost, the following guidelines will be followed:

- a. The charge to be made against the Sabbatical Leave Fund shall be calculated as follows:

$$\text{Charge} = \text{Sabbatical Leave Salary} + \text{Substitute Costs} \\ - \text{Unit Member Annual Salary}$$

- b. When a full-time replacement for the person on Sabbatical Leave is not employed, the Sabbatical Leave Fund will be charged only the actual expenses incurred for Part-time (Adjunct) or partial contract Temporary unit members who are employed as a result of the Sabbatical Leave having been granted;
- c. If a member of the faculty has been retained, only for the purpose of replacing a unit member on Sabbatical Leave, the Sabbatical Leave Fund shall be charged the actual salary of the replacement;
- d. The Chief Instructional Officers will advise the Vice Chancellor of Business Services and the Faculty Association annually on or before July 1 as to the extent and nature of the replacements as provided in the above paragraph in order that the Vice Chancellor of Business Services may compute the cost of Sabbatical Leaves. Twice a year, on or before January 15 and July 1, the Vice Chancellor of Business Services will give financial statements including an annual summary of the Sabbatical Leave Funds to the Faculty Association and the Sabbatical Leave Committee;
- e. To the extent possible, a modest deficit may be permitted in the Sabbatical Leave Fund to be paid from funds made available in the ensuing year in those instances in which this would permit one (1) additional person to take a Sabbatical Leave;
- f. The procedure for hiring temporary replacements for unit members on Sabbatical Leave shall follow the same practices used for hiring both Temporary and Part-time (Adjunct) personnel as apply to other Leaves of Absence.

### **12A.3 Eligibility and Priority Ranking**

Any unit member with Regular status and employed half-time or more will be eligible for such Leave upon completion of six (6) full years of bargaining unit service (*California Education Code 87768*).

Eligibility each year for Sabbatical Leave shall be based upon a Priority Ranking determined by the following:

- a. The number of quarters/semesters of service in the bargaining unit from the date of initial employment as a Regular or Contract employee, or from the date of completion of the last Sabbatical Leave, whichever is later;

- b. When two or more applicants have the same number of quarters/semesters of service in the bargaining unit, priority ranking shall be determined by seniority number;
- c. Quarters/Semesters on authorized Leave of Absence without pay and any service outside of the bargaining unit shall not count toward priority ranking nor shall there be any provision for obtaining credit for such service. It is understood that unit members who provide service as Acting or Interim Administrators within the Chabot-Las Positas Community College District shall be considered to be within the bargaining unit for the purpose of this provision. Such unit members shall receive a maximum of two calendar years of service from their Chabot-Las Positas Acting or Interim Administrative position. This service shall be attributed to their Sabbatical eligibility and priority ranking upon their return to faculty status and their application for Sabbatical Leave. This provision shall be applied retroactively;
- d. Quarters/Semesters prior to interruption of bargaining unit service shall be reinstated upon return to bargaining unit service;
- e. Because of potential adverse impact on programs, if two unit members from the same subject discipline and the same college are approved for Sabbatical Leave for the same semester or academic year and in the judgment of the appropriate College President, both taking the Leave would have a disparate impact on the relevant program, and the individuals concerned cannot decide which shall be granted the Sabbatical Leave, then that unit member with greater seniority shall be chosen. The other unit member shall be guaranteed top priority ranking among the next year's Sabbatical applicants, even though new applicants may have greater seniority in the following year;
- f. Because of potential adverse impact on programs, full year Sabbatical Leaves that start in the spring semester, or that are split between two Spring Semesters or two Fall Semesters, must be approved both by the Sabbatical Leave Committee and by the President of the appropriate college;
- g. A unit member on Sabbatical Leave can work for the District while on Sabbatical Leave on a part-time basis. Any work for load shall be approved on a case-by-case basis at the sole discretion of the District, and permitting a member to work during a Sabbatical Leave shall not constitute a past practice creating such an entitlement in any other member. Members on Sabbatical Leave have no entitlement to be offered overload assignments before hiring Part-Time (Adjunct) faculty.

#### **12A.4 Sabbatical Leave Salary**

Salary for Sabbatical Leave shall be paid in the same manner as if the unit member were currently teaching. The salary will be determined as follows:

- a. The Salary Schedule for the year of Leave is used;
- b. Placement on the Schedule will be the same as if the unit member were currently teaching;
- c. For faculty who have had any reduced contracts, an average percentage of full-time bargaining unit service is computed as follows:

The service term is determined from the date of initial employment or from the date of completion of the last Sabbatical Leave. The percentages of contract worked each year of the service term are used to compute an average percentage for the term of service. This average percentage is multiplied by the salary from Section 12A.4b.

- d. Compensation during the year in which the year-long Sabbatical Leave is taken is adjusted beginning with the first paycheck of the fiscal year and continues at the same pay rate for the entire fiscal year. The annual compensation will be prorated over the number of months of the unit member's normal pay period of ten (10) months or twelve (12) months;
- e. If the total approved Sabbatical Leave is for a full academic year, or as a split within a two (2) year period (see ~~Section~~ Article 12A.1), the compensation will be seventy-five percent (75%) of the annual salary from Sections a through c above. If the total Sabbatical is for one (1) semester, the compensation for all faculty except librarians and special assignment will be ninety percent (90%) of the annual salary rate for that semester from paragraphs a through c above. If for one (1) semester, the compensation for librarians and special assignment shall be ninety-five percent (95%) of the annual salary for that semester from Sections a through c;
- f. Time on Sabbatical Leave will count as regular service and will not interrupt the unit member's progress on the Salary Schedule;
- g. **Use of Workload Bank Load to Increase Salary on Sabbatical Leave** ([Appendix: Workload Banking: Augment Sabbatical Salary](#))

Request to use earned banked workload shall be submitted with the original Sabbatical Leave Application to the Vice President of Academic Services by September 15 of each year.

Workload Bank policy outlined in [Section Article 12B.1d](#) remains in effect unless otherwise stated in this Section as it pertains to requests for load bank use to increase salary during Sabbatical Leave.

- (1) A unit member may use ~~fifteen (15)~~ **nine (9) CAH** equivalent units of banked load and be compensated at full salary while on

a full academic year Sabbatical Leave that starts in the Fall Semester and continues through the following Spring Semester. A unit member taking Sabbatical has until the end of the term preceding the Leave to complete the required load banking.

(2) A unit member, other than librarian or special assignment faculty, may use three (3) CAH equivalent units of earned banked load and be compensated at full salary while on a one (1) semester Sabbatical Leave. A librarian or special assignment faculty may use one and a half (1.5) CAH equivalent units of earned banked load and be compensated at full salary while on a one (1) semester Sabbatical Leave.

~~(3) The Sabbatical Leave Fund shall not be charged more than it normally would be were the unit member to take a regular Sabbatical Leave at two thirds of pay for the year Sabbatical.~~

#### **12A.5 Retirement Contributions, Benefits and Sick Leave**

- a. **Retirement.** Time on Sabbatical Leave will count toward retirement, and retirement contributions will be paid for such periods. The District will pay its share of payback to STRS or PERS to enable the unit member to obtain the same retirement credit as would have been received if the unit member were not on Leave provided:
  - (1) the unit member satisfies the conditions of the Sabbatical Leave;
  - (2) the unit member elects to pay his or her share of the retirement contribution.
- b. **Benefits.** The District shall continue to pay all group medical, dental, vision, and life insurance benefits provided in [Article 20](#) while the unit member is on Sabbatical Leave.
- c. **Sick Leave.** For any academic year that includes one or both semesters on Sabbatical Leave, the Sick Leave earned shall be a pro-rata accrual of the normal ten (10) day allotment, in proportion equal to the percentage of the members' 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 ten days.
- d. **Personal Leave.** Regular faculty on Sabbatical shall receive a full day of Personal Leave regardless of the length of the Sabbatical.
- e. **Effect on Pre-Retirement Reduction in Annual Workload.** See [Article 19A.2.a](#) for the implications of Sabbatical Leave vis-a-vis qualifying for Pre-retirement Reduction in Annual Workload.

**12A.6 Committee Letter of Intent**

To inform potential applicants of their Sabbatical priority number, the Sabbatical Leave Committee may implement a required Letter of Intent to apply for a Sabbatical Leave. If implemented, the Letter of Intent must be submitted to the Office of the Chief Instructional Officer of the respective college, on or before 5:00 p.m., April 1 of the academic year preceding the academic year during which the application for Sabbatical Leave is submitted to the Committee. Should this date fall on a holiday, Saturday, or Sunday, the following instructional day shall be the due date. (See Appendix: [Sabbatical Leave Committee Handbook](#).) (Note: This Appendix is only available online.)

**12A.7 Application**

All applications for Sabbatical Leave will be submitted on a form provided by the Sabbatical Leave Committee and will include a full statement of the purpose and plans for use of such Leave. This statement becomes a major part of the unit member's contract with the District. Applications must be reviewed and signed by the applicant's Dean who, after consultation with faculty in the discipline when curriculum is potentially impacted, shall submit the application to the Office of the Chief Instructional Officer of the respective college, on or before 5:00 p.m., September 15, prior to the academic year during which the proposed Leave is to begin. Should this date fall on a holiday, Saturday, or Sunday, the following instructional day shall be the due date. The Committee reserves the right to consult with other persons knowledgeable in the subject area of the objectives stated in the application. Those applications which qualify and are approved will be recommended in order as established in [Section Article 12A.3](#). The applications, together with the Committee's recommendations, will be forwarded through the College Presidents to the Chancellor. The Chancellor shall present the Sabbatical Leave applications with the Committee's recommendations to the Board of Trustees on or before its first meeting in January or as soon thereafter as practicable. Applicants shall be notified no later than March 1. The applicant must include a percentage of the whole to be completed for each objective of the proposed work.

**a. Denied Sabbatical Leave Application and Appeal Process..**

A unit member whose application is denied by the Committee shall be provided with a copy of the policies and procedures regarding an appeal to the Sabbatical Leave Committee's decision contained in the Sabbatical Leave Committee Handbook. Should the denial of the application be appealed, the College President, Chancellor, and the Board of Trustees shall be notified in writing of the denial of the application by the Committee, including the reasons for the Committee's action. The decision of the Appeal's Committee is

binding and shall not be grievable under Article 7 of this Agreement.

**12A.8 Sabbatical Leave Committee**

The Committee shall consist of:

- a. The Chief Instructional Officer, Chabot College, and the Chief Instructional Officer, Las Positas College, one of whom shall serve as Secretary
- b. Six (6) Regular unit members appointed by the Faculty Association for a term of three (3) years each. The composition of these six (6) unit members shall be: four (4) from Chabot College and two (2) from Las Positas College. The Committee Chairperson shall be selected by the Committee from among the unit members of the Committee.

**12A.9 Unit Member Obligations and Procedures for Review and Appeal of Denied Sabbatical Leave Report**

- a. **Acceptance & and Contract.** Upon approval of a Sabbatical Leave by the Board of Trustees, a Contract of Agreement shall be completed stating those services to be performed by the unit member and giving all essential details such as effective beginning and terminating dates, requirements to serve at least twice the period of Leave, salary and method of payment, method of reimbursement should the Agreement be broken, and other pertinent matters. This Contract shall be signed by the unit member taking the Leave and by the Board of Trustees Secretary or designee. In the event the unit member fails to sign and return the Contract for Sabbatical Leave of Absence within ten (10) calendar days after receipt, he or she shall be deemed to have refused said Leave and the offer of Sabbatical Leave of Absence shall be automatically withdrawn. The Board of Trustees may, upon application, extend this period under special circumstances.
- b. **Report.** No later than sixty (60) calendar days after returning to active service in the District, the unit member who has taken a Sabbatical Leave shall file a written Report with the Chairperson of the Sabbatical Leave Committee. This Report shall describe and document the activities and accomplishments of the unit member during the Sabbatical Leave period in conformity with the application for Sabbatical Leave approved by the Board of Trustees. This Report shall be in the prescribed form and shall include the documentation and such other information as the Sabbatical Leave Committee may require to determine if each objective of the Sabbatical has or has not been fully achieved. Objectives cannot be partially achieved.

c. **Standards of review.**

The standards for review shall be whether there is good cause to conclude: (1) that the intent and purpose of the Sabbatical Leave have not been satisfied; (2) that the Report was not submitted within the required time period, or in the form and content prescribed. And if so, what is the appropriate penalty?

d. **Sabbatical Leave Committee Review**

1. The Sabbatical Leave Committee shall review all Reports.
2. Prima facie evidence of non-compliance and notice.

The Committee, should it conclude that there is prima facie evidence that the Sabbatical standards have not been satisfied, shall notify the recipient in writing of: (1) its tentative conclusion; (2) the basis for its conclusion; (3) all documents supporting this conclusion; and (4) what the Committee believes the recipient failed do to satisfy the intent and purpose of the Leave.

3. Meeting.

The Committee shall meet with the recipient to attempt to give the recipient an opportunity to respond to the Committee's concerns and tentative conclusions. The recipient is entitled to representation.

4. Opportunity to Correct Deficiencies.

If, after the meeting, the Committee concludes that there is cause to reject the Report, it will further consider whether the deficiencies are correctable. A deficiency will be considered correctable if the Committee has concluded that the member engaged in the activities articulated in the Sabbatical Agreement, but failed to prepare the required Report. A deficiency will not be considered correctable if the Committee has concluded that the member failed to engage in the activities articulated in the Sabbatical Agreement.

If the Committee determines that some or all of the violations are correctable, the recipient shall be granted sufficient time and opportunity to satisfy the concerns of the Committee and meet the standard.

5. Resubmission. The recipient shall resubmit the Report with evidence s/he has fulfilled the intent and purposes of the Leave within the time frame established by the Committee.
6. Reconsideration. The Committee shall hold a meeting to reconsider. The recipient is entitled to appear in support of his/her resubmission. Thereafter, the Committee shall issue its decision.

7. The Committee shall then forward the Report, or revised Report, to the Chancellor with its decision to approve or disapprove.

e. **Review by the Chancellor**

If the Committee recommendation is to approve the Report, and the Chancellor disagrees with the Committee, the Chancellor shall report the basis of his/her disagreement, and allow the recipient an opportunity to meet and justify his/her Report.

f. **Report to the Board of Trustees**

After reviewing the Report of the unit member and the decision of the Sabbatical Leave Committee, and considering the recipient's position and evidence, the Chancellor shall forward the Report and the recommendation of the Sabbatical Leave Committee, and his/her own recommendation, to the Board of Trustees.

g. **Review by Board of Trustees.**

The Board of Trustees shall accept, reject or institute penalty action regarding the matter as specified herein.

h. **Penalties for Non-Compliance**

If the recipient has not satisfied the standards the available penalties are:

1. Refund, by the recipient, of all or part of the Sabbatical Leave monies. The percent of the refund is determined by the Board of Trustees upon the recommendation of the Sabbatical Leave Committee relative to the percent the recipient satisfied the objectives in the Sabbatical Leave application, and
2. Limitation on eligibility for a Sabbatical for seven (7) years after the conclusion of the repayment schedule.

i. **Complaints by Recipients**

1. **Grievance and Arbitration**

A recipient may appeal the final decision of the Board of Trustees by filing a grievance against the Chancellor on the Chancellor's recommendation to the Board of Trustees in accordance with [Article 7](#). The sole basis on which a recipient may appeal is that the Sabbatical Review procedures set out in this Article have been violated. The recipient is precluded from asserting through a grievance that there is no good cause for the decision and/or that the penalty was too severe. The burden of proof shall rest with the grievant which shall also be required to proceed first with the evidence.

2. **Alternative Hearing Committee.**

If the Faculty Association declines to take the grievance to arbitration, the recipient shall be entitled to proceed to a hearing

before an Administrative Law Judge in accordance with the provisions of Education Code section 87470 et seq. The District shall promptly arrange for such a hearing.

The decision of the Administrative Law Judge shall be final and binding on the parties, subject only to review pursuant to CCP § 1094.5.

**j. Cause for denial of Sabbatical Leave Report.**

The Sabbatical Leave Committee shall, in its discretion, be granted the authority to deny all or part of a Sabbatical Leave Report based on the standards below. The Sabbatical Leave Committee shall be given broad powers to authenticate their findings, and their recommendations shall be provided to all parties in the appeals process above.

- (1) Fraud or misrepresentation related to the Sabbatical on the part of the recipient; or
- (2) Academic dishonesty related to the Sabbatical, including but not limited to plagiarism; or
- (3) Failure to complete all or part of the Sabbatical objectives; or
- (4) Failure to meet the academic standards and provide appropriate documentation of the Sabbatical Report.

**k. Recoupment of Monies.**

The District and recipient shall attempt to agree upon a schedule for repayment of any penalty. Absent agreement, the District may implement a wage deduction at the garnishment rate permitted under the wage garnishment law of the State of California, without initiating statutory wage garnishment proceedings. Rather, the Sabbatical Leave Contract shall state that upon completion of all administrative due process afforded under this Agreement, should the Board of Trustees determine a recoupment is required, the employee consents to such wage deduction.

Absent mitigating circumstances, the repayment schedule shall ordinarily provide for repayment within three (3) years of return from the Sabbatical Leave when the Sabbatical Leave was for one (1) year, and within three (3) semesters of return from the Sabbatical Leave when the Sabbatical Leave was for one (1) semester.

**l. Discipline.**

The unit member's failure to repay such salary may also be grounds for disciplinary action.

**m. Credit to Fund.**

The Sabbatical Leave Fund shall be credited with any such amount so recovered.

n. **Interrupted Leaves.**

In case the approved Sabbatical Leave activity, as agreed upon in the Sabbatical Leave Contract with the District, is interrupted by serious accident or illness during such Leave, and the accident or illness is properly verified by a qualified physician, and such interruption does not extend over a period of time that would cause the purposes of the Sabbatical Leave to be abandoned, such interruption shall not constitute a violation of the contract nor prejudice the unit member against receiving the rights and benefits provided for under terms of the Sabbatical Leave.

In cases where interruption due to accident or illness would preclude satisfactory completion of the Sabbatical Leave purposes, the Sabbatical Leave shall be terminated, and a Sick Leave shall be substituted by mutual agreement between the District and the unit member. If a Sabbatical Leave is terminated due to extended illness or serious accident, the Sabbatical Leave salary shall also be terminated, and the expenses drawn against the Sabbatical Leave Fund shall be terminated.

In all cases of serious accident or illness of a unit member on Sabbatical Leave, the Chancellor shall be promptly notified by registered letter after occurrence or medical diagnosis, and the Chancellor shall so notify the Sabbatical Leave Committee. While on Sabbatical Leave, if any material changes occur beyond the control of the unit member which may affect the contractual obligations of the unit member on Sabbatical Leave, he or she shall notify the Chancellor and a revised contract may be written with the unit member if necessary, and the Chancellor shall so notify the Sabbatical Leave Committee.

o. **Modified Sabbatical Leave Purpose**

A recipient is permitted to modify the approved Sabbatical Leave activity only in case of serious and unforeseen circumstances, and only after approval by the Sabbatical Leave Committee. The unilateral alteration of a Sabbatical Leave activity by a recipient, without obtaining prior approval by the Committee shall, in and of itself constitute a basis to disapprove the Sabbatical Leave Report or a particular objective therein.

In case the Sabbatical Leave activity, as approved by the Board of Trustees, or agreed upon in the Sabbatical Leave Contract with the District, must be changed due to unexpected undue hardship and/or other unusual or unforeseen circumstances, the unit member taking the Leave (or an agent representing the unit member if he/she is unable to communicate) shall promptly notify the Office of the Chief Instructional Officer of his or her respective college, who shall so notify the Sabbatical Leave Committee. This notification shall be

made by certified or registered letter, shall state completely the reason(s) for the change, and include a complete description of any alternative plan (alternative objective(s), method(s) for achieving objective(s) and documentation). The Sabbatical Leave Committee reserves the right to require verification of the circumstances causing the change.

The Sabbatical Leave Committee shall recommend its approval or disapproval of the requested change to the Chancellor for final approval in consultation with the appropriate College President. The Chancellor shall inform the Sabbatical Leave Committee, in writing, of his/her decision as soon as possible. A revised Contract may be written with the unit member if necessary. Should the need for approval of a change in the Sabbatical Leave activity occur at a time when the Committee Chairperson or the Committee is not available and a delay in receiving a response from the appropriate Vice President would cause undue hardship for the unit member taking the Leave, the appropriate Vice President is empowered to act upon the request for change in Sabbatical Leave activity without the Committee's recommendation. The appropriate Vice President shall inform the Committee, in writing, of his/her action in such cases.

p. **Postponed Sabbatical Leaves.**

A unit member who has had a Sabbatical Leave approved shall be entitled to postpone it under the following conditions:

- (1) The Sabbatical Leave Committee and the unit member agree; or
- (2) The Chancellor or his/her designee grants the postponement.

## **12B. Workload Banking Policy**

### **12B.1 Maximum Leave**

Regular unit members may earn a maximum of one semester Leave of Absence without loss of salary or benefits.

- a. ~~Up to fifteen (15) Sixteen (16) Calculated A Hours (CAH) Faculty Hour A (or equivalent Faculty Hour B, C, D, E, or F) must have been banked, in order to take workload banking leave in any proposed semester. (For purposes of implementation of this policy, any overload earned after July 1, 1990, qualifies for workload banking.) Faculty cannot workload bank any hours over forty scheduled hours per week. Scheduled assignments are as follows:~~
  - ~~(1) A full-time instructor (100% contract) has a scheduled assignment comprising fifteen (15) Faculty A Hours (or equivalent) plus five (5) office hours and two (2) college hours.~~
  - ~~(2) Full-time (100% contract) Counselors have 30 hours assigned per week.~~

~~(3) Full-time (100% contract) Librarians and Instructors on Special Assignment are assigned 37½ hours per week.~~

For counseling, librarian, and special assignment faculty participating in Workload Banking, CAH equivalents for non-instructional service shall be computed according to ~~Section~~ Article 10D.12. In such cases, the District shall maintain load sheets according to ~~Section~~ Article 10D.9.

- b. Unit members must request in writing if the overload earned is for banking at the time of acceptance of overload. The appropriate form to request overload is in the Appendix. Only overload that is properly requested on the official form shall go into the unit member's Workload Banking Account. See Appendix: [Workload Banking: Request Form](#)
- c. A maximum of six (6) ~~Faculty A Hours~~ CAH may be banked in any one semester.
  - (1) These hours may be earned at any time during the faculty member's 175 day contract, or during the summer.
  - (2) A faculty member with an underload is not eligible to workload bank any hours until the underload is satisfied.

(3) Any class taught for load during summer or inter-session, whether units are banked or not, shall incur an obligation to serve office hours in accordance with ~~section~~ Article 17E.2.

- d. Unit members who intend to take a Semester Leave must submit their workload Leave requests to their immediate supervisor, and the appropriate Vice President by March 15 for the following Fall Semester and by September 15 for the following Spring Semester. ~~Fifteen (15) Faculty A Hours~~ Sixteen (16) CAH or the equivalent must be completed by the term preceding the intended Leave, including Summer Session. Failure to accrue the mandatory Faculty A Hours (or the equivalent) by the term preceding the intended Leave will result in either cancellation or postponement of the Leave. Approval or disapproval of the Leave request will be based on the impact of the Leave on the integrity of the instructional program. Notification of approval or disapproval will be given to the unit member by ~~February 15~~ April 15 for Fall Leaves or ~~September 15~~ October 15 for Spring Leaves.
- e. In the event the Leave request is denied, an ad hoc committee consisting of the following members will be convened by the Chief Instructional Officer or the Chief Student Services Officer to re-assess the potential program impact.

Members of the ad hoc committee include:

- (1) The Chief Instructional Officer or Chief Student Services Officer's designee,
- (2) The unit member planning the Semester Leave,
- (3) One unit member not planning a Semester Leave, mutually agreed to by the Chief Instructional Officer or Chief Student Services Officer and the unit member planning the Semester Leave.

This ad hoc committee will make a written recommendation to the Chief Instructional Officer or the Chief Student Services Officer who will review the recommendation of the committee and make a recommendation to the College President. The final decision will rest with the President. The decision and its rationale will be sent in writing to each member of the ad hoc committee.

- f. Limit on Load Bank. No unit member may bank more than ~~sixteen (16)~~ twenty (20) CAH Faculty A Hours (or equivalent). (See also [Section Article 10D.11](#) of this Agreement)

- g. Any approved banked leave requested by faculty and approved by the appropriate College Administrator under the provisions of previous contract agreements, which required the approval of Fifteen (15) CAH for Workload Banking will be honored as requested through the 2013-14 academic year. Commencing with the Fall 2014 semester, the requirement for Sixteen (16) CAH will be required for all requested Workload Banking.

#### **12B.2 Cancellation or Extension by Faculty Member**

A cancellation or one-year extension may be requested from the Chief Instructional Officer or the Chief Student Services Officer a minimum of one semester in advance of the planned Leave (April 1 for Fall semester, October 1 for Spring Semester).

#### **12B.3 Frequency of Leaves**

Banked Leave may be taken once in a three-year period.

#### **12B.4 Restrictions on Taking Workload Banking Leaves**

Workload Banking Leaves shall not be granted during the Summer Session nor during the semester immediately before or after a Sabbatical Leave.

#### **12B.5 Conversion of Banked Load**

- a. At the time a unit member workload banks load hours in lieu of receiving overload pay, this money must be set aside in a specially identified fund for use by the college where the unit member is employed. These reserves must be accounted for semiannually.
- b. Accumulated workload banked units may be converted to load.

### **12B.6 Cashing Out Banked Load**

After July 1, 2005 a unit member shall not be entitled to cash out banked overload except under one of the following circumstances:

- a. exigent circumstances as decided by the District beyond the unit member's control; or
- b. retirement; or
- c. permanent movement from the unit position to another permanent position in the District; or
- d. resignation from a permanent unit position but continuation as a part-time unit member; or
- e. termination from District employment; or
- f. death of the unit member.

Cashing out will occur under the following guidelines:

- a. The workload banked units shall be paid at the unit member's current prevailing part time hourly rate for the corresponding counselor/librarian, laboratory or lecture hours performed according to the prevailing Schedule of Part-time (Adjunct) Service Rates, at the CAH rate indicated for instructional assignments, at the highest step shown that is not greater than the unit member's current step on the full-time salary schedule. Because banked load commingles load from both instructional and non-instructional service, it is understood that non-instructional pay rates cannot be applied when cashing out banked load.
- b. A written request for cash-out must be made at least thirty (30) calendar days before cash-out is desired.
- c. A unit member wishing to cash out must submit a written request to the appropriate Vice President stating the reason for the request according to the above guidelines and circumstances. Thereafter, the request shall be forwarded to the Office of Human Resources Services.
- d. When a full-time unit member leaves the employment of the District, and unused banked overload shall be paid as described herein.

### **12B.7 Load Sheet**

Effective Fall 2012, unit member load sheets shall delineate banked vs. non-banked overages in accordance with ~~Section~~ Article 10D.9.

### **12B.8 Working While on Load Banked Leave**

Unit members on Load Banked Leave shall be deemed eligible to perform overloads, for compensation on the Schedule of Part-time (Adjunct) Service Rates.

## **12C. Faculty Exchanges**

Leaves of Absence may be granted during the academic year of full-time (100% contract) Regular unit members who are approved to participate in a personnel exchange program for a period not to exceed one (1) academic year under the provisions of Section 87422 of the Education Code, Temporary Exchange of Academic Employees. Such Leaves of Absence shall be mutually agreed upon and determined on the basis of the following factors:

### **12C.1 *Impact Effect of Faculty Exchange***

There shall be no interference with the normal operations of the College or District, the educational program, proper instruction, or the provision of services to students.

### **12C.2 *Costs***

No additional cost to the District shall necessarily be incurred as a result of the exchange. However, the Board of Trustees may appropriate funds to encourage the program. Such funds may be allocated to the unit member for such actual and necessary expenses as are appropriate and specifically designated.

### **12C.3 *Requirements***

All exchanges shall be on a one-for-one basis, and visiting personnel shall meet District requirements for employees in their classification of instructor, counselor, librarians, or faculty on special assignment, as appropriate. The District's employee shall continue to receive salary, seniority, increments, and other benefits during the Leave of Absence. Salary, benefits, and other expenses of visiting exchange personnel shall not be the responsibility of this District.

### **12C.4 *Reinstatement into Position***

The employee, upon expiration of the Leave, unless otherwise agreed, shall be reinstated in the position held at the time of the granting of the Leave of Absence.

## **12D. Unpaid Sabbaticals.**

Unit members may be granted Unpaid Sabbaticals according to the terms of Article 11K.2.

Unit members are advised to refer to [Articles 20B.2a](#) and [20C.3d](#) for impact issues regarding Unpaid Sabbaticals and retirement.