

ARTICLE V: LEAVES

- 5.1 The leaves provided for all full-time Unit Members under contract in this Agreement are: (a) bereavement; (b) exchange; (c) family; (d) illness; (e) industrial accident; (f) in-service; (g) judicial; (h) legislative; (i) military; (j) unpaid personal; (k) personal necessity; (l) elected public official; (m) reduction in service; (n) sabbatical; and, (m) District-paid leave. Each type of leave is subject to the conditions set forth in this Article.
- 5.2 The leaves provided in this Agreement to full-time Unit Members with overload and part-time Unit Members are: (a) bereavement; (b) illness; (c) industrial accident; (d) in-service; (e) judicial; (f) unpaid personal; (g) personal necessity; (h) elected public official; and, (i) District-paid leave. Each type of leave is subject to the conditions set forth in this Article.
- 5.3 Separate forms of leave are provided for each type of service (full-time, overload, part-time) and may only be used in case of absence from the type of service in which the leave was accrued. For leaves requiring District approval, the District shall notify the employee of the granting or denying of the leave two working days prior to the effective date of the requested leave if the employee applies for the leave at least five (5) working days prior to the effective date of the leave. The notification can be made through the District's internal mail system.
- 5.4 **BEREAVEMENT LEAVE**
- 5.4.1 A Unit Member shall be entitled to a maximum of (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family. Any bereavement leave for Unit Members will not be charged against accumulated sick leave.
- 5.4.2 For purposes of this provision, an immediate family member shall be limited to mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, registered domestic partner, or any person for whom the faculty member has been designated as legal guardian or any relative living in the immediate household of the Unit Member.
- 5.5 **EXCHANGE LEAVE:** A full-time Unit Member may make written application to the Superintendent/President to participate in a qualified exchange program, as defined in Section 87422 of the Education Code of the State of California. Such application shall be submitted during the fall semester of the year preceding that for which the exchange is to take place. The application shall set forth the advantages to be accrued to the District and to the faculty member by participation in such an exchange program. If granted by the District, the leave will be dependent upon the execution of an agreement between the District and the exchange institution which will be in compliance with the regulations of Sections 87422, 87423 and 87424 of the Education Code of the State of California concerning such leaves. The leave may not exceed one (1) year, except by the mutual consent of the Unit Member and the District, the leave may be extended to two (2) years. The faculty member must provide the District with two (2) full years of service after returning from such a leave before he/she is eligible for another such leave. The compensation and benefits provided to a Unit Member participating in an exchange will be determined by the exchange agreement and requires the approval of the Governing Board of the District.
- 5.6 **FAMILY LEAVE:** Unit Members who are eligible to receive Family Leave pursuant to the Family and Medical Leave Act (FMLA), and/or the California Family Rights Act (CFRA), shall be granted up to twelve (12) weeks of unpaid leave per fiscal year for those reasons covered by (FMLA/CFRA). A Unit Member granted Family Leave for his or her own serious health condition shall use his or her accrued sick leave concurrently with the Family Leave, consistent with federal and state law.

Unit Members granted Family Leave, for any other Family Leave purposes, may elect to use accrued sick leave or take unpaid leave, consistent with and, so long as it is permissible by federal and state law. For purposes of this contract, Family Leave may be used to care for an immediate family member as defined in section 5.4.2.

5.7 **ILLNESS LEAVE**

- 5.7.1 Full-time Unit Members on ten (10), eleven (11), or twelve (12) month contracts shall be entitled to ten (10), eleven (11), or twelve (12) days leave, respectively, with full pay for each School year for (a) illness, accident, quarantine, injury, (b) diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, or (c) if they are victims of domestic violence, sexual assault, or stalking which precludes the Unit Member from performing his/her assigned duties. Part-time Unit Members under contract who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duties relates to the number of hours for a full-time faculty member in a comparable position. Unit Members not utilizing the full ten (10) days of sick leave in any one (1) year shall have the amount not utilized accumulated from year to year.
- 5.7.2 If the total amount of accumulated sick leave is less than one hundred ten (110) days, the Unit Member will be granted additional non-accumulated sick leave at reduced salary. The number of days of reduced sick leave benefits granted will be computed by subtracting the number of accumulated sick leave days from one hundred ten (110) days. The amount of reduced salary will be computed in the following manner: The Unit Member's daily salary will be reduced by an amount equal to the cost of a substitute employed to fill the position during the leave, or fifty percent (50%) of the Unit Member's daily rate, whichever amount is larger. These reductions and compensations will be assessed on a daily basis.
- 5.7.3 Contract Unit Members teaching overload or summer session classes and Unit Members employed on the Part-time Salary Schedule are eligible for illness leave benefits at the rate of one (1) hour for each eighteen (18) hours of teaching after the time at which they have commenced service in each of the terms or semester of the assignment. Sick leave days will be credited to the Unit Member at the beginning of the term or session. Unused sick leave shall be accumulated from year to year so long as the Unit Member is in continuous service to the District. Continuous service shall be defined as having been employed at least one (1) semester or summer session of the previous calendar year. Substitution does not qualify as continuous service to the District.
- 5.7.4 Notice by Employee. Upon request by the Vice President for Human Resources, any Unit Member who proposes to be on illness leave for five (5) or more days shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. A Unit Member must contact the office of his/her Dean as soon as the need to be absent is known. District procedures identify the methods of notification.
- 5.7.5 Statutory Paid Sick Leave and Kin Care Leave.
- 5.7.5.1 Article 5 is intended to meet the sick leave and kin care leave requirements set forth in the California Labor Code.
- 5.7.5.2 For purposes of illness leave granted under Article 5.7.1, the term "family member" shall mean (per Lab. Code 245.5(c)(2):
- a. The employee's child (biological, adopted, or foster),

stepchild, legal ward, or a child to whom the employee stands in loco parentis.

- b. The parent (biological, adoptive, or foster), stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis for the employee or the employee's spouse or registered domestic partner when the employee, his/her spouse, or his/her registered domestic partner was a minor child.
- c. The employee's spouse or registered domestic partner.
- d. The employee's grandparent or grandchild.
- e. The employee's sibling.

5.7.6 A full-time Unit Member who is absent for one-quarter (1/4) day or less shall be deducted one-quarter (1/4) day from the accumulated leave. Absences extending beyond one-quarter (1/4) day shall be assessed in quarter-day increments. A day shall be defined as the number of hours that a Unit Member is required to be on campus as identified in Article IV of this Agreement. Unit Members who have an on-campus scheduled duty assignment of thirty-five (35) hours per week or more shall have their absences recorded on an hourly basis.

5.7.7 Accumulated sick leave granted for contract service will be transferred in accordance with the Education Code if the Unit Member terminates from the District and is employed by another California School district. Each Unit Member shall be notified of the accumulated leave by no later than two (2) months after the beginning of each School year.

5.8 **INDUSTRIAL ACCIDENT LEAVE**

5.8.1 Unit Members will be entitled to industrial accident leave according to the provision in Education Code Section 87787 for personal injury which has qualified for Worker's Compensation under the provisions of the State Compensation Insurance Fund.

5.8.2 A Unit Member who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the employer deems necessary. The Unit Member shall not be considered absent from duty during the time required for such examination.

5.8.3 The District has the right to have the Unit Member examined by a physician designated by the District, unless the Unit Member has pre-designated a personal physician, 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.

5.8.4 All medical examinations required by the District shall be at no cost to the Unit Member.

5.8.5 A Unit Member who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits:

5.8.5.1 Such leave shall not exceed sixty (60) days during which the District is 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.

5.8.5.2 During any period of disability for which payment is not provided under the California Workmen's Compensation, Insurance and Safety Act, (C.W.C.I.A.), the Unit Member shall be placed on disability leave with pay to the extent of any leave with pay that the Unit Member has accrued. Such disability leave with pay shall be charged against the Unit Member's accrued leave with pay.

5.8.5.3 During any period of disability for which payment is provided under C.W.C.I.A., the Unit Member may elect to receive District disability leave with pay to the extent such leave time as accrued, providing, the C.W.C.I.A. received by the Unit Member are endorsed to the District. Under such circumstances, the Accrued Leave with pay shall be reduced proportionate to C.W.C.I.A. reimbursement for each full day of absence for which temporary C.W.C.I.A. benefits are endorsed to the District.

5.8.6 All disability leave provisions of this section shall terminate on the date of the Unit Member's recovery from disability, receipt of permanent disability under C.W.C.I.A., retirement, termination from District employment, or death.

5.9 **IN-SERVICE LEAVE**

5.9.1 A Unit Member may be granted an in-service leave subject to the approval of the Superintendent/President or designee, and the Governing Board of the District. In-service leaves may be granted for purposes of attending conferences, workshops, clinics, meetings or off-campus visitations.

5.9.2 For the application for in-service leave to be considered for approval, the Unit Member shall propose a class coverage arrangement that will incur no cost to the District.

5.9.3 Requests for in-service leave will be filed with the Unit Member's immediate supervisor on forms provided by the District. The leave may not commence until the Unit Member has received a written approval signed by the Superintendent/President or designee. If the in-service leave is denied by the immediate supervisor, the applicant may appeal the decision to the Superintendent/President or designee. If the request for an in-service leave is denied, the applicant will be informed in writing of the reason.

5.10 **JUDICIAL LEAVE**

5.10.1 A Unit Member may be absent from duty without loss of salary as a result of having been called for and appearing for jury duty excluding voluntary grand jury duty.

5.10.2 The Unit Member serving on jury duty who receives pay from the District during absence from assigned duties shall be required to collect jury duty fees, except mileage reimbursement, and remit such fees to the District.

5.10.3 A Unit Member shall be required to perform his/her assigned service to the District during any day or fraction thereof that he/she is released from jury service, provided that a reasonable period of time shall be allowed for necessary travel.

5.10.4 A Unit Member serving on jury duty will be required to notify the Dean prior to the commencement of service, and will provide the Director of Human Resources with an official record of the dates and time of service. The Dean shall be responsible

for determining work coverage arrangements for Unit Members absent on judicial leave. The Unit Member may be requested to assist the Dean in arranging work coverage. Substitutes shall be compensated at the established substitute rate.

5.10.5 A Unit Member shall be granted leave without loss of compensation when subpoenaed to appear as a witness. The Unit Member will be required to notify the Dean prior to the leave, and will provide the Director of Human Resources with an official record of the dates and time of service. The Dean shall be responsible for determining work coverage arrangements for Unit Members absent on judicial leave. The Unit Member may be requested to assist the Dean in arranging work coverage. Substitutes shall be compensated at the established substitute rate.

5.11 **LEGISLATIVE LEAVE** - A full-time Unit Member will be granted legislative leave in accordance with the laws of the State of California.

5.12 **MILITARY LEAVE** - A full-time Unit Member will be granted military leave in accordance with the laws of the State of California.

5.13 **UNPAID PERSONAL LEAVE**

5.13.1 Short-term leave, twenty-five (25) calendar days or less, may be granted to a Unit Member upon the approval of the Superintendent/President or designee, and will be evaluated on an individual basis. Short-term personal leave includes but is not limited to the following: religious purpose, for appearance in legal proceedings, professional development, in-service training, child rearing or health. A request for a short-term personal leave must be in writing and carry the recommendation of the immediate supervisor and either the Vice President for Academic Affairs or the Vice President for Student Affairs. Short-term personal leave will be granted without pay, but the District will continue all other employee benefits.

5.13.2 Upon recommendation of the Superintendent/President and approval of the Governing Board of the District, a full-time Unit Member requesting short-term personal leave for five (5) days or less will be granted the following salary compensation: The Unit Member will receive his/her contract salary minus a deduction for the salary paid to substitutes or fifty percent (50%) of the Unit Member's daily rate of pay, whichever amount is larger. The daily rate to be computed by dividing the Unit Member's annual salary by the number of contract days that the Unit Member is required to be on duty for the year. The sole discretion to determine whether such compensation will be granted lies with the Governing Board.

5.13.3 Long-term personal leave, in excess of twenty-five (25) calendar days, may be granted upon the approval of the Governing Board. Long-term personal leave includes but is not limited to the following: religious purpose, for appearance in legal proceedings, professional development, in-service training, child rearing or health. Requests for long-term leave shall be submitted in writing to the Superintendent/President. Normally, this leave will commence with the beginning of a semester, and may not exceed two (2) semesters in length. The Governing Board may extend the leave upon receipt of a written request from the Unit Member on leave. The Governing Board shall establish the date of the Unit Member's return to duty that may extend the leave time to the beginning of a new semester or a new fiscal year. Long-term personal leave is granted without pay or any other benefits.

5.13.4 Short or long-term personal leave shall be granted to any female Unit Member who desires to absent herself from her duties because of pregnancy or convalescence

following childbirth. Such personal leave shall not deprive any female Unit Member from using sick leave for absences due to illness or injury resulting from pregnancy. When personal leave is granted for pregnancy reasons, the District will continue to provide financial support for the District-supported health and welfare benefit plan for a period of ninety (90) calendar days.

5.13.5 A Unit Member is not eligible for any of the leaves specified in Article V of this Agreement during the time in which he/she is on an approved personal leave.

5.14 **PERSONAL NECESSITY LEAVE**

5.14.1 Leave which is credited under 5.7.1 of this Article may be used, at the contract Unit Member's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed six (6) days in any School year.

5.14.2 All part-time Unit Members will be granted personal necessity leave during any regular semester or summer session in an amount equal to the amount of sick leave benefits granted during the regular semester or summer session in which the leave is granted.

5.14.3 If a part-time Unit Member requests personal necessity leave for a death in the Unit Member's immediate family, such leave will be granted without loss of pay in the event that the Unit Member's accrued illness leave is not adequate to cover the personal necessity leave.

5.14.4 For purposes of this provision, personal necessity shall be limited to:

5.14.4.1 Death or serious illness of a member of the Unit Member's immediate family.

5.14.4.2 An accident which is unforeseen involving the Unit Member's person or property, or the person or property of a Unit Member's immediate family.

5.14.4.3 Personal matters that cannot be taken care of outside the Unit Member's working hours.

5.14.4.4 Other personal necessities which are allowed at the discretion of the Superintendent/President or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.

5.14.5 The immediate family is defined as mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, or any person for whom the faculty member has been designated as a legal guardian or any relative living in the immediate household of the Unit Member, close personal friend, or registered domestic partner.

5.14.6 Before the utilization of personal necessity leave, a Unit Member must make every effort to obtain prior approval from his/her immediate supervisor the Unit Member shall make every effort to comply with District procedures for notification in case of absence to enable the District to secure a substitute.

5.14.7 Under all circumstances a Unit Member shall certify in writing that the personal necessity leave was used for purposes consistent with this Article by completing the Academic Staff Personal Necessity Leave form.

5.14.8 An academic employee may take up to 30 days of leave in a school year, less than any days of leave authorized pursuant to Sections 87781.5 and 87784, in either of the following circumstances: (1) A biological parent may use leave pursuant to this section within the first year of his or her infant's birth; or (2) A non-biological parent may use leave pursuant to this section within the first year of legally adopting a child. Leave days authorized under this provision may be taken from an employee's existing sick leave and shall run concurrently with leaves authorized under the FMLA/CFRA.

5.15 **ELECTED PUBLIC OFFICIAL LEAVE:** Unit Members elected to public office shall be granted up to five (5) days leave annually for business related to the office held. Leave taken under this sub-section shall be deducted from the Unit Member's accumulated sick days.

5.16 **REDUCTION IN SERVICE LEAVE**

5.16.1 A regular full-time Unit Member may request to be granted a reduction in service leave. The Unit Member may request a maximum contract employment reduction of fifty percent (50%) of the total contract days of assignment in effect during the college year in which the leave is taken or a fifty percent (50%) reduction in the contract load and duties required of a full-time Unit Member.

5.16.2 The reduction in service leave request may be filed at any time, but the commencement of the leave must coincide with the beginning of a new semester. The Unit Member will file the request with his/her Dean. The granting of a reduction in service leave is permissive and requires the recommendation of the Superintendent/President and the approval of the Governing Board of the District.

5.16.3 A reduction in service is an unpaid leave. The Unit Member's salary compensation and benefits will be reduced in proportion to the approved reduction in service.

5.16.4 Step advancement on the salary schedule for Unit Members on reduction of service leave shall be granted in accordance with sub-section 7.3.2.1, Salary Schedule Step Advancement, of this Agreement.

5.17 **PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE**

5.17.1 The District shall grant Professional Development/Sabbatical Leaves that will benefit the College and the students of the District. It is the intent of the District to grant these Sabbatical Leaves if eligibility criteria and financing criteria, as specified in sub-section 5.17.11.2.7 of this Agreement, are met. The purposes for which Professional Development/Sabbatical Leave shall be granted are as follows:

5.17.1.1 Scholarly or creative endeavors.

5.17.1.2 Improvement of skills in the discipline being taught.

5.17.1.3 Retraining in a new discipline. (This purpose shall receive highest priority when a program/discipline downsizing/ reduction is planned).

- 5.17.1.4 Improvement of teaching skills.
- 5.17.1.5 Development of programs and curriculum.
- 5.17.1.6 Sabbatical leaves may be invoked for retraining by mutual consent of the District and the Association.
- 5.17.2 **Criteria:** The proposed plan must significantly relate to the college mission, the full-time bargaining Unit Member's assignment and/or should improve professional competence.
 - 5.17.2.1 **Eligibility List:** - The eligibility list shall be certified and distributed to the faculty prior to March 30 each year and each Unit Member shall be included on the list with an eligibility number. The Sabbatical Leave Review Committee shall meet no later than May 15 to select a Chairperson for the following year.
- 5.17.3 **Professional Development Categories**
 - 5.17.3.1 Study in residence at an accredited university or college. Proposed course work shall be planned to achieve specific objectives.
 - 5.17.3.2 A special project or research problem planned with specific objectives.
 - 5.17.3.3 Work experience program to study in Schools maintained by a business or industry for craftspeople or technical workers to obtain work experience in the vocational field in which the employee works. Ideally, the specific School or job offer shall be submitted with the proposal program but may be submitted before the beginning of the leave.
 - 5.17.3.4 **Travel:** Employees on Professional Development/Sabbatical Leave for travel shall remain in travel status for the majority of the days of each semester of leave granted. Applicants shall submit a detailed statement of the proposed itinerary demonstrating specific objectives related to the area of the institutional assignment.
 - 5.17.3.5 **Curriculum Planning:** A Professional Development/Sabbatical Leave for curriculum planning may be granted after the applicant has submitted a proposal demonstrating the need for revision of existing courses or development of new courses. Leaves granted in connection with curriculum planning may include non-paid part-time teaching if that teaching is integral to the proposed curriculum development.
 - 5.17.3.6 **Other:** A program may be designed to meet multiple objectives such as study, research or special project, work experience, travel and/or curriculum planning. An applicant shall submit specific objectives and relationship with the institutional assignment.
- 5.17.4 **Eligibility**
 - 5.17.4.1 Preceding the granting of the leave, the applicant must have completed twelve (12) semesters of continuous faculty service in

the District. A year of service is defined as a contract for more than sixty percent (60%) of the academic semester requirement.

5.17.4.2 The continuous twelve (12) semester requirement contained in 5.17.4.1 may be waived, by mutual consent of the District and the Association, where reduction/downsizing is imminent, and the need for immediate retraining exists. Unit Members under this section will be compensated at Step 8.

5.17.4.3 Leave of absence for other purposes shall not be deemed a break in the continuity of service, nor shall the period of such absence count toward the years of service requirement.

5.17.4.4 Service under a nationally recognized fellowship or foundation approved by the State Board of Education, or a teacher exchange, for a period of not more than one year, for research, teaching, or lecturing, shall not be deemed a break in the continuity of service, and the period of absence shall be included in computing the years of service required.

5.17.5 **Length of Professional Development/Sabbatical Leave:** Professional Development/Sabbatical Leave may be granted for a full academic year or for one semester. After consultation with and approval from the appropriate administrator and the cognizant Vice President, a full year's leave may be taken in two consecutive semesters of two (2) different academic years if the applicant can show a need for such an arrangement and the affected School concur. Such approval must be granted prior to the submission of the proposal to the Sabbatical Leave Review Committee pursuant to Section 5.17.10.1.1.

5.17.6 **Funding**

5.17.6.1 **Contributions**

5.17.6.1.1 Bargaining Unit Members going on leave will contribute to the cost of their replacements through reductions in salary and benefits during the time that they are on leave.

5.17.6.1.2 The Unit Member's contribution shall be the difference between his/her regular salary and benefits and his/ her sabbatical salary and benefits.

5.17.6.1.3 These reductions will be distributed over the whole year in the case of half-year leaves. The schedule of these reductions appears in Section 5.17.7.4.

5.17.6.2 Replacement costs of Unit Members going on leave shall be based on information from the Instruction Office as to the type of replacement necessary for maintenance of programs in the Schools and departments affected.

5.17.7 **Compensation**

5.17.7.1 Bargaining Unit Members on Professional Development/Sabbatical Leave shall not be compensated for any work they may perform for the District during the term of their Professional

Development/Sabbatical Leave.

- 5.17.7.2 If the bargaining Unit Member has been on less than a full-time contract for the previous academic year, the Professional Development/Sabbatical Leave salary shall be calculated on the basis of the applicant's contract for the majority of the five (5) years prior to sabbatical.
- 5.17.7.3 The method of payment shall follow the regular payroll procedure with compensation based on the salary schedule in effect during the period of the leave. Compensation shall be calculated on the individual bargaining Unit Member's placement on the Academic Salary Schedule for the year the leave is taken (range and class) and doctoral stipend, if any.
- 5.17.7.4 Bargaining Unit Members on Professional Development/Sabbatical Leave shall be compensated according to the following schedule: The percentages shown indicate the percentage of the full year's salary and benefits that shall be paid to the applicant during the leave year, whether the leave is for a full year or for one semester.
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| After six years of service: | Full year 60% |
| | Half year 80% |
| After seven years of service: | Full year 65% |
| | Half year 85% |
| After eight years of service: | Full year 70% |
| | Half year 90% |
- 5.17.7.5 Any hours banked after January 1, 1998 may be used to defray the Unit Member's contribution to the cost of sabbatical leaves. Use Request for Utilizing Banked Overload Hours Form E (Appendix F).

5.17.8 **Service After Professional Development/Sabbatical Leave**

- 5.17.8.1 The District requires service amounting to twice the term of the leave, immediately following the leave, except under certain conditions provided by the Education Code. A leave of absence agreement must be executed as a condition of the leave. Sabbatical Leave of Absence Agreement, Form B (Appendix F).
- 5.17.8.2 At the expiration of the Professional Development/Sabbatical Leave, the bargaining Unit Member shall, unless otherwise agreed to, be placed in a position equivalent to that held prior to the leave. However, under no circumstances shall the returnee be entitled to seniority status or rights greater than had the employee been in regular service.

5.17.9 **District Requirements:** The maximum number of full-time bargaining Unit Members absent for the Professional Development/Sabbatical Leave in a semester shall not exceed ten percent (10%) of faculty.

5.17.10 **Application Procedure:** A Forms Packet can be obtained from the Office of Academic Affairs.

5.17.10.1 **Notice of Intention:** Eligible bargaining Unit Members shall submit to the Vice President for Academic Affairs and the appropriate administrator a Notice of Intention Form A (Appendix F) which can be obtained from the Office of Academic Affairs to apply for Professional Development/Sabbatical Leave prior to October 1 of the academic year prior to the year for which leave is requested.

5.17.10.1.1 A proposed plan for the Professional Development/Sabbatical Leave shall be submitted in writing to the Vice President for Academic Affairs and the appropriate administrator no later than November 15 of the academic year prior to the year for which the leave is requested. The plan shall provide sufficient information for the evaluation pursuant to Section 5.17.1 (Purpose), 5.17.2 (Criteria), and 5.17.3 (Professional Development Categories). Professional Development/Sabbatical Application, Form C (Appendix F).

5.17.10.1.2 At least twenty (20) calendar days prior to the November 15 deadline, the applicant must meet with the Dean or appropriate administrator to discuss the proposal. The Dean or appropriate administrator must attach to the proposal the written approval or disapproval that must state how the proposal meets, or fails to meet, the criteria listed in 5.17.2 herein.

5.17.11 **Sabbatical Leave Review Committee**

5.17.11.1 **Composition:** The Sabbatical Leave Review Committee shall consist of the Academic Senate President, one (1) bargaining Unit Member named by the Academic Senate, two (2) bargaining Unit Members named by the Association, and four (4) Administrators, one of whom shall be the Vice President for Academic Affairs. No recipient from the prior year or the current applicant shall be a Member of the committee.

5.17.11.2 **Committee Procedures**

5.17.11.2.1 The Committee's first meeting shall be held before November 1 of each year. At least one (1) week prior to the Committee's first meeting, the Committee shall receive from the Academic Affairs Office a statement as to the costs and effect on programs of each application. The purpose of the first meeting shall be:

- a. To review leave reports from the previous year, including any recommendations from the Superintendent/President concerning those reports.
- b. To review Professional Development/ Sabbatical Leave policy, as well as the Committee's procedures.
- c. To establish the Committee's schedule.

- 5.17.11.2.2 The purpose of the second meeting shall be:
- a. To review the eligibility list
 - b. To determine whether any of the District's requirements defined in 5.17.9.1 are applicable (10% rule), and if so, to notify concerned Schools of the need for adjustment.
 - c. To approve the applications as to form, content, adherence to Purpose (Section 5.17.1); Criteria (Section 5.17.2); Professional Development Categories (Section 5.17.3); and, District Requirements (Section 5.17.9).
- 5.17.11.2.3 If the application is not approved for reasons specified under 5.17.11.2.2, the Committee shall return it to the applicant with specific directions. Applications must be resubmitted within two (2) weeks. Failure to resubmit an application shall be grounds for denial of leave.
- 5.17.11.2.4 A third committee meeting shall be held within two weeks of the second meeting. The purpose of the third meeting shall be:
- (a) To consider leave projects that have been resubmitted.
 - (b) To review matters related to District requirements and to act on any of these matters left unresolved after consultation with the affected Schools or departments.
 - (c) To draft memos to inform concerned persons of the disposition of matters in (a) and (b) above.
- 5.17.11.2.5 Before the close of the fall semester, the Chairperson of the Sabbatical Leave Review Committee shall convene a fourth meeting of the Chairperson, the Academic Senate President, an Association representative, and the Vice President for Academic Affairs. They will certify the final leave list and notify all applicants. Should the financing formula in sub-section 5.17.11.2.7 of this Agreement or the District's requirements, outlined above, require any leave postponements, those persons with lowest priority will be chosen according to first, leave seniority; second, college seniority; and finally, by lot. The Chairperson will notify those persons of such postponements. Should leave withdrawals or other circumstances later affect the status of applicants whose leaves have been postponed on account of the restriction outlined in this Article, the Vice President for Academic Affairs will notify them at the earliest possible time.
- 5.17.11.2.6 **Administrative Review:** The Vice President for Academic Affairs shall submit the Committee's recommendations to the Superintendent/President. He/She shall review the recommendations. If the recommendations of the

Superintendent/President differ from those of the Sabbatical Leave Review Committee, the Superintendent/President shall meet with the Chair of the Sabbatical Leave Review Committee prior to the February Governing Board meeting. The Superintendent/President shall forward the applications to the Governing Board.

5.17.11.2.7 **Approval by Governing Board:** The Governing Board shall act on the recommendations at the February Board meeting. The number of sabbatical leaves approved by the Board shall be determined as follows:

5.17.11.2.7.1 If the actual ending balance as reported in the most recent CCFS-311 formula exceeds ten (10) percent of that year's actual unrestricted expenditures, the Board shall grant all leaves recommended by the Sabbatical Leave Review Committee, not to exceed ten (10) percent of all full-time faculty members.

5.17.11.2.7.2 If the actual ending balance as reported in the most recent CCFS-311 form is between eight (8) percent and ten (10%) percent of that year's actual unrestricted expenditures, the Board shall grant all leaves recommended by the Sabbatical Leave Review Committee, not to exceed five (5) percent of all full-time faculty members.

5.17.11.2.7.3 If the actual ending balance as reported in the most recent CCFS-311 form is less than eight (8%) percent of that year's actual unrestricted expenditures, the approval of any sabbatical leaves is at the sole discretion of the Governing Board.

5.17.11.2.8 **Notification:** The Superintendent/President shall notify the applicant in writing as soon as the Governing Board has acted on the proposal. If the Governing Board rejects the applicant's request, the applicant shall be informed in writing and shall be informed of the reasons for rejection of the application.

5.17.12 **Withdrawal, Postponement and Passing Leaves**

5.17.12.1 In the event that a leave is postponed for administrative reasons such as those described in 5.17.11.2.5, or for any other reason beyond the practical control of the applicant, the leave entitlement will advance normally for the following year, unless the applicant is at the highest step. The applicant will remain at that step until the leave is granted, or until the applicant passes and returns to the regular cycle. Postponements must be approved by the cognizant administrator and the Sabbatical Leave Review Committee.

- 5.17.12.2 Unit Members who have had their sabbatical leave plan approved and had their leave postponed for administrative reasons (5.17.11.2.5), shall submit the proposal or an updated proposal for the following year. Approval by the Committee of the Unit Member's postponed plan shall be automatic. Any revisions to the plan will be processed as in 5.17.13.
- 5.17.12.3 A Bargaining Unit Member who reaches the eighth (8) year leave step and passes the leave shall revert to the sixth (6) year stipend schedule, and shall rise again through the steps, continuing to rise and fall until the leave is finally taken.
- 5.17.12.4 Special circumstances may entitle a bargaining Unit Member to retain highest stipend rank until a leave to be a participant at such an event is taken. However, such events will not entitle an applicant to higher standing on the stipend schedule if the applicant is not yet on the eighth (8) step. Applications for such postponement of entitlement should be made during the year of eligibility, specifying the date of the intended leave in the project proposal. The Sabbatical Leave Review Committee, by full vote, will determine eligibility for such postponements. This subsection and agreements created hereunder will expire on June 30, 2008.
- 5.17.13 **Revisions of Approved Professional Development Leave:** The approval of the Vice President for Academic Affairs and approval of the Sabbatical Leave Review Committee is required for any revision of an approved Professional Development/Sabbatical Leave.
- 5.17.14 **Reports:** Upon completion of a Professional Development/Sabbatical Leave, a bargaining Unit Member shall submit a written report to the Vice President for Academic Affairs prior to October 1 of the year of return from leave. The report shall include the original proposal with any approved changes and shall be signed by the Unit Member's Dean or appropriate administrator. If the purpose of the leave was academic study, official transcripts shall be included. On recommendation of the Vice President for Academic Affairs, the Sabbatical Leave Review Committee shall review and evaluate Professional Development/Sabbatical Leave reports. In the event that a report is found to be unsatisfactory, it will be returned for revisions. If the revision does not satisfy the Committee's objections, it may deny or defer eligibility for future leaves. Guidelines for completing Sabbatical Leave reports, Form D, (Appendix F).
- 5.17.15 **Effect Upon Salary, Benefits and Retirement**
- 5.17.15.1 Professional Development/Sabbatical Leave shall constitute a year's service for salary increment purposes.
- 5.17.15.2 Sick leave will neither accumulate nor be charged against the Unit Member.
- 5.17.15.3 While on Professional Development/Sabbatical Leave, Unit Members will be eligible to receive health and welfare benefits. The District's contributions will be prorated in accordance with Section 5.17.7.4 of this Article.
- 5.17.15.4 A Unit Member who has had Professional Development/ Sabbatical Leave may, at the Unit Member's option, pay into the State

Teachers' Retirement System (S.T.R.S.) the amount required by S.T.R.S. to receive full-time credit.

5.17.16 **Failure to Fulfill Professional Development/Sabbatical Leave Obligation**

- 5.17.16.1 In the event that the Unit Member fails to satisfactorily complete the leave program approved by the Governing Board, as determined by the District, the Unit Member shall be required to reimburse the District the cost of the leave.
- 5.17.16.2 In the event that the Unit Member fails to render service amounting to twice the term of the leave following his/her return from Professional Development/Sabbatical Leave, the Unit Member shall reimburse the District the same proportion of the total sabbatical compensation received as the proportion of the amount of time which was not served bears to the total amount of time agreed upon.
- 5.17.16.3 Failure of a Unit Member to return and render service or to complete the scheduled leave program shall not result in reimbursement to the District if such failure is due to the Unit Member's death or it is certified by a physician designated by or satisfactory to the District that failure was due to the Unit Member's bonafide physical or mental disability.

5.18 **DISTRICT-PAID LEAVE**

The District shall grant all Unit Members one day of District-paid leave per fiscal year. This day is in addition to any/all illness days and/or personal days listed in Article 5. This day is credited to the Unit Member as of their first day of paid status with the District during the fiscal year.

- 5.18.1 This additional District-paid leave day may be used as either an illness (sick) day or as a personal necessity day as described in this Article but is not subject to the same restrictions as personal necessity leave.
- 5.18.2 Unlike typical personal necessity leave days described in Article 5.14, this District-paid leave day will not be drawn from the Unit Member's accumulated sick leave or illness days. Use of this District-paid leave day does not deplete any accumulated illness days.
- 5.18.3 The District-paid leave day shall be used prior to deducting any days from a Unit Member's leave account unless the Unit Member notifies the supervisor not to do so.
- 5.18.4 The District-Paid Leave day does not accumulate from year to year. It is a "use it or lose it" benefit and will be lost at the end of each fiscal year. It may not be transferred to another District or used for STRS service credit upon retirement.

5.19 **CATASTROPHIC LEAVE PROGRAM**

The Catastrophic Leave Bank (C.L.B.) is a "bank" of donated sick leave days which may be requested for use by Unit Members who are suffering from a catastrophic illness or injury, once they have exhausted all full-paid leaves.

- 5.19.1 A Unit Member is eligible to use Catastrophic Leave when the following conditions are met:

- a) The Unit Member requesting use of the leave has donated leave to the program pursuant to the minimum contribution (see 5 below) requirements set forth in this procedure prior to requesting leave;
- b) The Unit Member has submitted a written request that includes a physician's verification of a severe or incapacitating illness or injury that is expected to continue for an extended period of time and prevents the Bargaining Unit Member from performing his/her duties;
- c) The Unit Member will not receive payment for the time absent due to illness or injury from Workers' Compensation (C.W.C.I.A.);
- d) The Unit Member has exhausted all balances in all full-paid leave categories;
- e) The Unit Member has not withdrawn more than forty (40) days of sick leave per catastrophic illness or injury;
- f) There is sufficient leave in the C.L.B.

5.19.2

Enrollment in Catastrophic Leave Bank

- a) Current Unit Members: An annual open enrollment period will occur each March; however nothing precludes any C.L.B. member from donating to the bank at any time.
- b) New Hires: Newly hired Unit Members may donate one day of sick leave of the C.L.B. immediately upon hire. After the initial enrollment, the Unit Member must maintain the required balance in order to donate.

5.19.3

Required Balance: After the initial enrollment in the C.L.B., a Unit Member may not donate to the C.L.B. if the balance in the Member's sick leave account will fall below ten (10) days. When the number of days in the C.L.B. drops below fifty (50), a request for donations to the bank will be sent to all Unit Members.

15.19.4

Minimum Contribution: The minimum contribution to the C.L.B. by any full-time Unit Member will be one (1) day. The minimum contribution to the C.L.B. by any part-time Unit Member will be four (4) hours. Full-time Unit Members may use their available overload sick leave balance for the contribution. For faculty on 35-hour per week contracts, seven (7) hours shall be equivalent to one (1) day.

5.19.5

Maximum Contribution: The maximum a Unit Member may donate per academic year is five (5) days. The donation will be irrevocable.

5.19.6

Donations: The Unit Member must complete the form authorizing the District to debit the Unit Member's accrued sick leave and credit the C.L.B. with the number of days specified on the enrollment/donation form. All donations of sick leave are general donations and may not be designated to any specific recipient. Days contributed to the bank by the Unit Members cannot be withdrawn for any use other than Catastrophic Leave.

5.19.7

Withdrawals: Once a Unit Member who is suffering from a catastrophic illness or injury has exhausted all full-paid leaves (including all full-salary sick leave), the Unit Member may apply to withdraw up to twenty (20) days of full-salary sick leave from the bank. At the end of the 20-day period, an additional twenty (2) days of full-salary sick leave may be requested. Unit Members may request a maximum of forty (40) days of sick leave from the bank per catastrophic illness or injury. The Unit Member should complete an application for withdrawal of days from the bank. If the Unit Member is not able to request/complete the form due to the seriousness of his/her illness or injury, then a family member with the legal authority to act on behalf of the Unit Members may request/complete the

application. All complete applications must be accompanied by written verification (prepared and signed by a licensed physician of the State of California) stating the nature of the catastrophic illness or injury and the anticipated number of days the Unit Member will be absent from work. Requests for an application for withdrawal of sick leave days are to be submitted to the Director of Human Resources. All applications must be approved by the C.L.B. Committee. Any unused days will be returned to the C.L.B.

- 5.19.8 Eligibility: To be eligible for the benefit of withdrawals from the C.L.B., a faculty Member shall contribute to the bank prior to requesting leave.
- 5.19.9 Catastrophic Leave Bank Committee: the Catastrophic Leave Bank Committee Will be composed of two (2) members appointed by the District and two (2) members appointed by the Association.
- 5.19.10 Committee Decision: It requires the affirmative vote of three (3) or more committee Members to approve the use of days from the bank. The decision of the C.L.B. Committee regarding withdrawal of days from the bank will be final and binding.
- 5.19.11 Annual Balance Report: Payroll will provide an annual report of the number of days in the bank to the Association President at the beginning of each semester. The actual report will be generated and maintained by the Payroll office.
- 5.19.12 Faculty who have donated time to the Catastrophic Leave Bank will have this information indicated in their WebAdvisor account.