

ARTICLE 11 - PAID LEAVES

The following tentative agreement regarding Article 11 language changes is agreed.

For the El Camino College Federation of Teachers

For the El Camino College District

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Date: 1/3/2023

The District shall grant paid leaves of absence to Full-Time Faculty Members for (a) bereavement, (b) sickness, (c) industrial accident and illness, (d) judicial and official appearances, (e) quarantine, (f) personal necessity, (g) jury duty, and (h) the exchange of Faculty Members, subject to the conditions set forth in this Article.

The District shall grant paid leaves of absence to Part-Time Faculty Members for (a) bereavement, (b) sickness, (c) industrial accident and illness, (d) personal necessity, and (e) quarantine, subject to the conditions set forth in this Article.

Section 1. General Conditions

A Faculty Member who has cause to request a paid leave of absence shall make written application for such leave to the Dean of the Division as far in advance as possible. For

(a) bereavement; (b) sickness; (c) industrial accident or illness; (d) personal necessity subsections (1), (2), (4), (5), and (6) as defined in Section 7 of this Article, the Faculty Member shall inform the Dean of the absence as soon as practicable. The application for leave shall state the leave category requested, the reason(s) necessitating the employee's absence, and the estimated duration of the absence. Approval of the leave shall be in writing signed by the Dean of the Faculty Member's Division. If denied, the Faculty member will be provided with a statement in writing giving the reason(s) for such denial.

Section 2. Bereavement Leave

(a) A Full-Time or Part-Time Faculty member may be absent from duty without loss of pay not to exceed three (3) duty days, or if travel beyond 200 miles one way is required, not to exceed five (5) duty days, to attend funeral or memorial services or to attend to the affairs of the decedent as the result of the death of a member of the Faculty Member's immediate family.

(b) If an additional period of absence from duty is required for this purpose, a Faculty Member may be granted additional bereavement leave, which additional leave shall be charged as personal necessity leave to the extent such leave is available to the Faculty Member as provided in Section 7 of this Article.

(c) "Immediate family" is defined as the mother, father, grandmother, grandfather, or grandchild of the Faculty Member or of the spouse of the Faculty Member; or the spouse, domestic partner, **child, step-child, child-in-law, sibling, sibling-in-law** ~~son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law~~ of the Faculty Member, or any other person living in the immediate household of the Faculty Member. Persons other than those noted above, such as an aunt or an uncle, who have been reared by or with the Faculty Member will be considered members of the Family Member's immediate family for the purposes of bereavement leave as well as any person who is or has been in a guardian-type relationship with the Faculty Member.

Section 3. Sickness

(a) Full-Time Faculty Members.

A Full-Time Faculty Member shall be entitled to one day leave of absence for each month of contract service in a year for illness or injury without loss of pay, except that no Faculty Member shall be entitled to sick leave for any day for which there is no requirement to render service to the District. Accrued sick leave will be converted from days to hours based on an eight hour day.

(1) A contract or regular Faculty Member working less than full-time shall be entitled to earn days of leave of absence for illness or injury in the same proportion (%) as the Faculty Member's load is to a full load (i.e., a Faculty Member with a sixty-seven percent (67%) load as shown on the

employment contract would earn sixty-seven percent (67%) of a day for each month worked.)

(2) A Faculty Member who does not have a teaching assignment but has regularly scheduled hours each week shall earn days of leave of absence for illness or injury based on the proportion of the hours assigned to 40 hours (*i.e.*, twenty-four (24) hours equal sixty percent (60%); equals sixty percent (60%) of a day per month).

(3) Such leave of absence may be taken during the Faculty Member's contract year of service. A Faculty Member is eligible for sick leave occurring during the summer session assignment so long as the illness or injury necessitating such leave did not begin before the start of the summer session. A Faculty Member who terminates services with the District prior to completing the full contract year or contracted semester shall be required to reimburse the District for the amount of any sick leave paid which was not fully earned at the time of termination.

(4) If such Full-Time Faculty Member does not utilize the full amount of sick leave provided by subsection (a) of this Section, the amount not taken shall be accumulated from year to year. The accumulated sick leave may be used in subsequent years after full utilization of the current year's accrual.

(5) A Full-Time Faculty Member who is absent from assigned duties because of an accident or illness, beyond the Faculty Member's entitlement to sick leave under subsection

(a) of this Section, for a period of one hundred (100) work days (school calendar days) or less shall have deducted from the salary due the Faculty Member for that portion of the one hundred (100) day period not covered by sick leave accumulated from prior years of service, the salary paid to a substitute employed to fill the Faculty Member's position during the Faculty Member's absence, or, if no substitute was employed, the minimum salary which would have been paid to the substitute had a substitute been employed. Any portion of a day is to be considered one (1)

day. In no event shall a Faculty Member receive less than 50 percent of their regular salary during the period of such absence up to a maximum of 100 days.

(6) Faculty members shall be allotted 80 hours of sick leave per calendar year. Accrued sick leave will be converted from days to hours based on an eight hour day.

- (a) **One hour shall be deducted for every missed scheduled:**
- i. **student contact hour,**
 - ii. **office hours,**
 - iii. **department/division meetings (scheduled with as much advance notice as possible),**
 - iv. **college meetings where attendance is mandatory,**
 - v. **scheduled non-student contact hours for non-instructional faculty.**

- (b) **For sick leaves lasting 3 consecutive work days or more and where all student contact times within a week are missed, 40 hours for each week this occurs shall be deducted from a faculty member's hourly sick leave bank. (NOTE: By way of example, a faculty member who has all of their contact hours scheduled over 3 days and misses 3 scheduled contact days, 40 hours will be deducted. A faculty member who has all of their contact hours scheduled over 4 days, but has only been absent for 3 days, has not missed all student contact times within a week. Therefore, the 40 hours don't apply and sub-paragraph 6(a) does apply.)**

Sick leave deduction shall be calculated on the number of contact hours missed divided by the total number of weekly contact hours scheduled in a given semester and then multiplied by 40, which will equal the number of sick time hours charged to the faculty member.

Number of Contact Hours Missed in a Day x 40 Hours = Charged Sick Time Hours Total Number of Weekly Contact Hours

~~(c) — The Faculty Member’s weekly schedule will be used to determine the amount of sick leave used.~~

~~(d) — The number of contact hours missed in a day refers to any day in which the Faculty Member is absent from work. If a Faculty Member works a partial day, then the Faculty Member will be charged only for those contact hours missed on that day.~~

~~(e) — For instructional faculty, the number of “contact hours” refers to the student contact hours as provided on both the regular and overload contracts and scheduled office hours.~~

~~(f) — For non-instructional faculty, the “contact hours” refers to the scheduled “hours” as specified in Article 8 of the Agreement.~~

~~(g) — “Contact hours” also includes scheduled Department/Division meetings.~~

~~(h) — The number of “sick time hours” charged per day shall be rounded to the nearest whole number.~~

EXAMPLE (No overload):

Four (4) hours missed in a day divided by 20.1 weekly contact hours times 40 hours equals eight (8) hours charged to sick time. This is based on 15.1 student contact hours and 5 office hours.

$$\frac{4 \times 40 \text{ Hours} = 8 \text{ Charged Sick Time Hours}}{20.1}$$

EXAMPLE (Includes overload):

4.94 hours missed in a day divided by 29.02 weekly contact hours times 40 hours equals seven (7) hours charged to sick time. This is based on 26.02 student contact hours and 3 office hours.

~~4.94 Hours Missed x 40 = Seven (7) Hours Charged Sick Time Hours~~

29.02 Weekly Contact Hours

(b) Part-Time Faculty Members

Each semester, Part-Time Faculty Members shall be entitled to sick leave for illness or injury, credited in hours, as follows:

Semester Teaching Load	Hours
10.0% or less	1
10.1 to 14	2
14.1 to 25	3
25.1 to 30	4
30.1 to 40	6
40.1 to 50	7
50.1 to 55	8
55.1 to 67	9

For non-teaching assignments, the number of regular weekly hours assigned shall be confirmed in writing to the Payroll Department by the Dean of the Part-Time Faculty Member's division at the beginning of each semester. This shall not apply to on-call assignments. Unless otherwise provided by law, all such earned and accumulated leave will be carried forward from semester to semester **providing that the Part-Time Faculty Member does not have a break in service of more than three consecutive semesters.**

(c) Winter or Summer Session

Each Full-Time and Part-Time Faculty Member shall be entitled to one (1) day of sickness leave for a four (4) week session, one and a half (1.5) days for a five (5) or six (6) week session, and two (2) days for each seven (7) or eight (8) week session, to be accumulated as provided in section (a)(4) of this Section upon completion of a full summer session assignment.

(d) Extended Leave or Reduced Work Load

It is understood that Full or Part-Time faculty on extended leave or reduced work load shall not be assigned to campus committees.

Section 4. Pregnancy, Family and Infant Care

NOTE: Some of the leaves of absence available under this Section 4 are unpaid. See Article 12.

(a) For general regulations on granting of leaves of absence for pregnancy and childbirth refer to Section 87766 of the Education Code.

(b) **Optional Unpaid Portion:** The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant employee prior to the period of actual disability.

(c) **Utilization of Sick Leave:** During which time the faculty member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be permitted to utilize her accrued sick leave pursuant to Section 3(a)(4). This provision, which permits a paid leave to be taken while on an unpaid leave, is an exception to the general rule.

(d) **Physician Certifications:** A pregnant faculty member who elects not to apply for an unpaid pre-childbirth leave pursuant to Section 4(b) shall be permitted to continue during pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which sick leave is claimed, and a release form from the physician to return to work.

(e) **Infant Care:** After the period of disability, the employee shall, upon written request be placed on an unpaid status for purposes of infant care for the remainder of the academic year in which the childbirth occurred and may, at the discretion of the District be extended as much as two school years. Comparable unpaid leave for the purpose of infant care shall be made available to a faculty member who is the parent of a newly-born child.

(f) The faculty member will retain her/his seniority rank and eligibility for step advancement for the period of the infant care leave.

(g) All such leaves shall run concurrently with family leave pursuant to federal and state law.

Section 5. Industrial Accident And Illness

(a) A Full-Time or Part-Time Faculty Member, or someone else on the Faculty Member's behalf, shall report any accident or illness of a Faculty Member arising out of employment with the District as soon as possible, but at least within twenty-four (24) hours to the Dean of the Division or other designated official in the absence of the Dean.

(b) A Full-Time or Part-Time Faculty Member who **is hurt or injured on the job becomes disabled as the result of such accident or illness** shall be granted an industrial accident/illness leave without loss of pay during the period of time the Faculty Member is unable to render service to the District. Such leave for each such disability shall be **in accordance with Education Code requirements (currently** limited to a period of sixty (60) school days during a fiscal year). In the event any one such accident or illness overlaps into the next fiscal year, the Faculty Member shall be limited in such subsequent year only to the amount of unused days from the prior year.

(c) ~~A~~ Full-Time or Part-Time Faculty **Member may be eligible to who** receives a temporary disability award **while recovering from an for such** accident or illness **that qualifies** under Workers' Compensation. ~~shall remit such payment for any period of time while on industrial accident/illness leave to the District.~~

(d) The number of days of industrial accident/illness leave to which the Full-Time or Part-Time Faculty Member is entitled as provided by subsection (b) of this Section shall be reduced by one day for each day of absence regardless of a temporary disability award under Workers' Compensation.

(e) A Faculty Member receiving benefits under this Section shall remain within the State of California, unless the District approves otherwise.

(f) Upon exhausting benefits provided under this Section, a Faculty Member who continues to be disabled shall be entitled to sickness benefits under the provisions of Section 3 of this Article, provided that sickness benefits paid shall not, when combined with any temporary disability award under Workers' Compensation, exceed one hundred percent (100%) of the Faculty Member's salary continuance.

Section 6. Judicial And Official Appearances

The District will grant a leave of absence to a Full-Time or Part-Time Faculty Member for a judicial or other official appearance in a proceeding in which the District is a party so long as the Full-Time or Part-Time Faculty Member's appearance in such proceeding is determined by the District to be in support of the District's position in that proceeding.

Section 7. Quarantine

A Full-Time or Part-Time Faculty Member shall receive full salary during the period in which that Faculty Member is quarantined by duly constituted governmental authority.

Section 8. Personal Necessity Leave

(a) A Full-Time or Part-Time Faculty Member may be absent from duty without loss of pay for duty days not to exceed ~~seven (7)~~ **nine (9)** days during any year and have the absence charged to the Faculty Member's available sick leave account.

(b) For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason which required the Faculty Member's absence from duty, which cannot be attended to outside of duty hours, and which shall be limited to one of the following reasons:

- (1) Death of a member of the Faculty Member's immediate family (as defined in Section 2(c) of this Article) when the number of days of the required absence exceeds the limit provided in Section 2 of this Article.

- (2) An accident involving the Faculty Member's person, property, or the person or property of a Faculty Member's immediate Family (as defined in Section 2(c) of this Article) not otherwise chargeable to any other paid leave of absence for which the Faculty Member qualifies.
- (3) The required appearance of the Faculty Member brought about as a result of a legal notice to appear as a witness before a government or judicial agency or court of law and not covered by Section 6 of this Article, or the Faculty Member's appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and collected by the Faculty Member and remitted to the District up to the Faculty Member's prorated pay for such absence.
- (4) The illness of a member of the Faculty Member's immediate family (as defined in Section 2(c) of this Article) or the birth of a child to the spouse of the Faculty Member. See also Section 12 of this Article.
- (5) An imminent danger as the result of flooding or fire or similar natural catastrophe to the personal residence of a Faculty Member.
- (6) The observance by the Faculty Member of a holiday of the Faculty Member's religion. (See also Article 12, Section 3.)
- (7) Other reasons which the Faculty Member cannot reasonably be expected to disregard and which have been submitted in writing and approved by the Dean.

Section 9. Jury Duty

- (a) A Full-Time Faculty Member may be absent from duty without loss of pay as the result of having been called for and appearing for jury duty, excluding a grand jury.
- (b) In order to be eligible for the paid leave, the Full-Time Faculty Member is required to notify the Dean of the Division as soon as the Faculty Member receives the first notification and any subsequent notifications that the Faculty Member may be called for jury service.

(c) The District reserves the right to require that the Full-time Faculty Member seek exemption from jury service or apply for postponement of jury service to a later period outside of the Faculty Member's contract of employment.

(d) The District may refuse to grant paid leave for jury duty to Full-Time Faculty Members at any time when two percent (2%) of the total number of employees of the District, including Full-Time Faculty Members, are on paid jury duty leave.

(e) The Faculty Member serving on jury duty, who receives pay from the District during such absence, shall be required to collect jury duty fees and remit such fees to the District.

(f) A Full-Time Faculty Member shall be required to perform the assigned services to the District during the remainder of the work day if the Full-Time Faculty Member is released at or before 2:00 p.m. from jury service, provided that a reasonable period of time shall be allowed for necessary travel. A Full-Time Faculty Member who serves a full day of jury duty shall not be required to perform assigned services for that day. A Full-Time Instructor serving jury duty shall be required to return to assigned duties unless, due to the assignment of a substitute or in the best interests of the instructional program, the Dean of the Division approves otherwise.

Section 10. Exchange Of Faculty Members

A regular Faculty Member may make written application to the President to participate in a qualified exchange program, as defined in Section 87422 of the California Education Code. 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 the request for an exchange is not granted, the President or the President's designee will inform the Faculty Member in writing of the reasons for the denial. 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 California Education Code concerning such leaves. The leave may

not exceed one year, except by the mutual consent of the Faculty Member and the District the leave may be extended to two years. The Faculty Member must provide the District with two full years of service after returning from such a leave before the Faculty Member is eligible for another such leave or a one-way foreign assignment as provided in Article 12, Section 4.

Section 11. Temporary Instructor Reassignment

Temporary instructor reassignment provides a Faculty Member with the opportunity to miss contracted class assignments for reasons other than those provided under "Personal Necessity Leave." Such reassignments are for one or two classes or no more than one day and are for the purpose of attending a meeting, activity, program, religious holiday, or performance of education or instructional benefit. The Faculty Member agreeing to perform the assigned duties of the contracted Faculty Member's class(es) must be a current, qualified certificated employee of the District and must have prior approval of such arrangement by the Dean of the Division. The "Request for Temporary Assignment" form must be submitted to the Dean at least five (5) days prior to the date of the absence except in the case of an emergency.

Section 12. Family Care And Medical Leave

The District is covered by the provisions of the federal Family and Medical and Leave Act (FMLA) and the California Family Rights Act (CFRA). Eligible Faculty Members may apply for family care and medical leave pursuant to the District's policy adopted in accordance with such Acts. Inquiries should be directed to Human Resources.

FMLA and CFRA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons. The District shall follow current provisions of FMLA and CFRA including employee eligibility requirements, qualifying uses, definitions of immediate family members, and increments of leave time. Employees may choose to use accrued sick leave or vacation days in lieu of an unpaid leave. Such leave of absence will not affect the Employee's rights under this agreement.

Section 13. Catastrophic Illness/Injury Leave Plan

(a) The Catastrophic Illness/Injury Leave Plan is available to eligible Faculty Members. The purpose of this plan is to permit Faculty Members to solicit individual donations of vacation and sick leave from fellow employees and/or from the Leave Bank when he/she or a family member suffers from a catastrophic illness or injury.

(b) A catastrophic illness or injury is one that is expected to incapacitate the Faculty Member or a member of the Faculty Member's family for an extended period of time and taking extended time off work creates a financial hardship for the Faculty Member because the Faculty Member has exhausted all sick leave and other paid time off.

(c) The terms and conditions of this plan are included in Appendix H.

(d) The administration of the Catastrophic Illness/Injury Plan is not grievable.

(e) This plan was jointly developed as an institutional program by the exclusive bargaining representatives for classified, faculty and police employees, confidential employees, and management. Changes to this institutional plan cannot be made without the agreement of all constituent groups.

Section 14. Expanded Use of Sick Leave

(a) In accordance with Section 233 of the California Labor Code, Faculty Members may use accrued sick leave during any calendar year, up to six (6) days per year, to attend to an illness of a child, parent or spouse.

(b) These absences will be charged to the Faculty Member's accrued sick leave account.

(c) This section does not extend the maximum period of leave to which a Faculty Member is entitled under the Federal Family and Medical Leave Act or the California Family Rights Act, and it does not apply to the use of differential leave pursuant to Section 87780 of the California Education Code.

(d) The use of accrued sick leave for purposes of this section is in addition to any accrued sick leave used for personal necessity pursuant to Section 8 of this Article.