

ARTICLE 12 – UNPAID LEAVES

The following tentative agreement regarding Article 12 language changes is agreed.

For the El Camino College Federation of Teachers

For the El Camino College District

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The District shall grant unpaid leaves of absence to regular Faculty Members for (a) extended disability, (b) religious holidays, **(c) personal leave and (e) (d)** one-way foreign assignment, subject to the conditions set forth in this Article. The District shall grant unpaid leaves of absence to Full-Time Temporary, Part-Time, and contract Faculty Members for religious holidays, subject to the conditions set forth in this Article. The District shall grant unpaid leaves to contract Faculty Members for extended disabilities subject to the conditions set forth in this Article. The District may grant unpaid leaves of absence to regular Faculty Members for (a) professional study, research, or travel, and (b) service to education, subject to the conditions set forth in this Article. The District may grant unpaid leaves of absence for other reasons to any Faculty Member.

Section 1. General Conditions

(a) A Faculty Member who has cause to request an unpaid leave of absence, as provided in Sections 2, 3, **4, 5, and 6, and 7** of this Article, shall make written application for such leave to **the their** Dean, **Associate Dean, or Director of the Division** as far in advance as possible. The application for leave shall state the leave category requested, the reason or reasons necessitating the Faculty Member's absence and the estimated duration of the absence. A Section 5 or 6 leave request will be referred promptly by the Dean with a recommendation to the Vice President - Academic Affairs. If the leave is granted, the Faculty Member shall be notified in a timely manner, and if denied, the Faculty Member shall be provided with a statement in writing giving the reason(s) for such denial.

(b) The District may require a Faculty Member to submit evidence to justify the Faculty Member's request for leave.

(c) A Faculty Member shall not be entitled to the paid leave benefits specified in Article 11 during any period of unpaid leave. The Faculty Member shall, however, be entitled to salary step advancement if the Faculty Member meets the requirements of Article 10, Section 4. Such period of unpaid leave will be counted toward the Faculty Member's sabbatical leave eligibility, subject to the requirements of Article 10, Section 4, and Article 13, Section 2. The Faculty Member shall not accrue any other benefits during the period of such unpaid leave, except as provided in this Article.

(d) A Faculty Member who fails to return to duty upon completion of the unpaid leave of absence may be dismissed by the District unless such Faculty Member was unable, due to causes beyond his/her control, to return to duty, in which event the Faculty Member must report the circumstances as soon as able to do so.

Section 2. Extended Disability

(a) If the contract or regular Faculty Member suffers an extended disability and is thereby unable to perform the assigned duties, the Faculty Member shall, upon exhaustion of paid sickness leave status as provided by Article 11, Section 3, be granted an unpaid extended disability leave.

(b) The Faculty Member's request for such unpaid leave shall be accompanied by a physician's statement as to the necessity of such leave and the estimated duration of the disability. The District may at its expense require that the Faculty Member be examined by a physician selected by the District. In the event of a conflict in the findings of the two physicians, a third physician, mutually acceptable to the Faculty Member and the District shall be chosen and an opinion solicited. The cost of such examination by a third physician shall be paid by the District.

(c) The period of such leave shall be determined by the medical condition of the Faculty Member and the needs of the instructional program. Any such extended disability leave shall not exceed a period of twelve (12) calendar months provided that such leave for a contract Faculty Member shall not exceed the end of the semester in which the disability occurs. The District may grant an extension or extensions beyond the period herein specified. Any such extension or extensions is subject to the requirements of subsection (b) of this Section.

Section 3. Religious Holidays

The District shall grant a leave of absence from assigned duties to a Faculty Member, upon request, on a holiday of the Faculty Member's religion. The leave shall be without pay, unless the Faculty Member elects either (1) to use Personal Necessity Leave, as provided in Article 11, Section 8, or (2) to arrange for performance of the assigned duties by another Faculty Member, subject to the approval of the Dean of the Division as set forth in Section 11 of Article 11.

Section 4. Personal Leave

Upon request from a full-time employee, the District may grant a full-time employee an unpaid personal leave of absence for such periods of time as the District determines appropriate. Such periods shall not exceed six (6) calendar months provided that the District may, upon written notice to the Faculty Member's Dean, Associate Dean, or Director and in consultation with the appropriate Area Vice President, extend the leave for an additional period of up to six (6) months and provided that no leave of absence so granted shall exceed a total of eighteen (18) calendar months. Personal leaves may not be used to secure employment elsewhere.

Section 4 5. One-Way Foreign Assignment

A regular Faculty Member will be granted an unpaid leave of absence for a one-way foreign assignment for a period not to exceed an academic or fiscal year. The District may, however, at its discretion, extend the leave for an additional year in an exceptional case. The Faculty Member shall submit a written request specifying the length of the leave and outlining the advantage to be accrued to the Faculty Member by the granting of such leave. To such request shall be attached a certification from the foreign entity of the Faculty Member's employment on such assignment. The initial request for such leave shall be submitted to the President no later than October 1 of the year preceding that for which the leave will be granted and shall be completed by December 1. The District shall grant no more than three (3) such leaves a year with no more than one such leave in any division. The Faculty Member must provide the District with two (2) full years of service after returning from such a leave before the Faculty Member is eligible for another such leave or an exchange of Faculty Member's leave as provided by Article 11, Section 10. The Faculty Member granted such leave shall have the time served in the one-way foreign assignment counted as time served in the service of the District in salary placement.

Section 5 6. Professional Research, Study and/or Travel

The District may grant a regular Faculty Member an unpaid leave of absence for professional research, study, and/or travel. The criteria for such leaves shall be the same as for sabbatical leaves of absence as provided in Article 13, Section 5. Such leave may be approved in one (1) semester/six (6) calendar month periods not to exceed one (1) school/fiscal year as the case may be.

Section 6 7. Service To Education

The District may grant a regular Faculty Member an unpaid leave of absence to work for an organization at the local, state, or national level provided such employment is deemed beneficial to the Faculty Member and the District. Such leave may be approved in one (1) semester/six (6) calendar month periods not to exceed one (1) school/fiscal year as the case may be.

Section 7. 8. Continuation Of Benefits While On Unpaid Leave Of Absence

(a) The District shall continue to provide medical, dental, vision and/or life insurance benefits, at District expense, for any Faculty Member who is on an unpaid leave of absence commencing after the beginning of the Academic Year, on the same basis as such benefits were provided while the Faculty Member was in paid status, through the last day of the calendar month following the calendar month in which the Faculty Member was last in paid status. An eligible Faculty Member shall be deemed to be in 'paid status' during any summer and/or winter session so long as the Faculty Member is scheduled to return to paid status at the end of the summer and/or winter sessions.

(b) If the Faculty Member chooses to continue such benefits after the last day of the calendar month following the calendar month in which the Faculty Member was last in paid status, or if the Faculty Member commences ~~his or her~~ **their** unpaid leave at the beginning of the Academic Year, the Faculty Member may continue coverage for such benefits at ~~his or her~~ **their** own expense, at the premium contracted by the District. **For medical insurance benefits, The** Faculty Member must ~~file application~~ **apply** for such continuation of **medical** enrollment with **the PERS** (Public Employees Retirement Service) no later than the last day of the month following the month in which the unpaid leave commenced, or in the case of an unpaid leave of absence, commencing at the beginning of the Academic Year, no later than July 31 preceding the

commencement of the unpaid leave. **For dental, vision, and life insurance benefits, the Faculty Member must notify Human Resources prior to commencement of the unpaid leave to request a continuation of benefits during the unpaid leave.** The Faculty Member is responsible for payment of any dependent or other coverage as if in paid status. The district shall provide COBRA notices at the termination of benefits, as provided by law.

(c) Payments for ~~such~~ **medical** coverage must be made **directly to the PERS medical provider. For dental, vision, and life insurance benefits, the Faculty Member will be direct-billed by check or money order made payable to the District and may be made** in monthly installments. Should a Faculty Member fail to make a payment required by this section, coverage shall terminate at the end of the month for which the last payment was received. Should the District terminate a Faculty Member's coverage in error, it shall reinstate the Faculty Member's coverage as soon as the error is confirmed.

(d) Under Article 14, Section 2, vacation shall not be accrued for any unpaid leave which exceeds one-half of the working days in any month.

(e) During the period of any unpaid leave of absence, the Faculty Member shall not accrue sick leave as provided in Article 11, Section 3(a); however, the Faculty Member's sick leave accrued as of the commencement of such leave shall not be reduced.

Section 8 9. Pay Reduction

A Full-Time Faculty Member's yearly contract will be reduced pro rata for each day of unpaid leave. The proration shall be based on the number of working days in the Faculty Member's assignment.

Section 9 10. Pregnancy Family & Infant Care

NOTE: Some of the leaves of absence described in Article 11, Section 4 of this Agreement are unpaid leaves of absence.