

Federation proposal 1

Date: 05/02/25

Red = Federation new language

Red underline = Previously proposed District language

Underline = mutually agreeable language

ARTICLE 11 PAID LEAVES

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, **(e) jury duty**, and quarantine, subject to the conditions set forth in this Article.

Section 11.1. 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 **11.7** 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 11.2. 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 **out of state or** 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. **Faculty members who receive three (3) days of paid bereavement leave may also use accrued paid time off (e.g., personal leave or accrued and available sick leave that is otherwise available to the employee) or unpaid leave for a total of five (5) days for bereavement.**
- (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 **11.7** of this Article.
- (c) **Use of this leave shall be taken within three (3) months from the date of the death of the family member, and need not be taken consecutively.**
- (d)** "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 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.

Additionally, unit members may designate one person per twelve (12) month period who is not listed above as an immediate family member upon the need to take a leave.

- (e) **The leave described in Section 11.2 above shall be available to unit members that experience a reproductive loss (as defined in Govt. Code § 12945.6, including but not limited to miscarriage, stillbirth, failed surrogacy, unsuccessful assisted reproduction, or a failed adoption by the unit member or partner). The District shall maintain the confidentiality of the request and purpose of the leave, except as necessary to affect the purpose of the leave.**

Section-11.3. 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 **11.3(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 ~~11.3(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.)

- (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	44
10.1 to 14	26
14.1 to 25	310
25.1 to 30	412
30.1 to 40	616
40.1 to 50	720

50.1 to 55	822
55.1 to 67	927

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.

(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 11.4. Pregnancy, Family and Infant Care

NOTE: Some of the leaves of absence available under this Section 11.4 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 11.3(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) **Child-Related Activities Leave**

Labor Code section 230.8 provides for an employee to take off up to forty (40) hours per year for "child-related" activities if the employee is a parent of one or more children of the age to attend kindergarten, grades 1 to 12, or a licensed child care provider. The District and Federation stipulate that if this labor code changes during the effective term of this agreement, reopener negotiations on this section (11.4(d)) will commence immediately. Child-related activities are defined as follows:

1. To find, enroll, or reenroll employee's child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of employee's child, if the employee, prior to taking the

time off, gives reasonable notice to the employer of the planned absence of the employee. Time off pursuant to this Article shall not exceed eight hours in any calendar month of the year.

2. To address a child care provider or school emergency, if the employee gives notice to the employer. Emergency for the purposes of this Article is defined as the school or child care provider having requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider:

- a. Behavioral or discipline problems;
- b. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; and
- c. A natural disaster, including, but not limited to, fire, earthquake, or flood.

3. If more than one parent of a child is employed by the District at the same worksite, the entitlement under Article 23.5.G of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the employer, such that another parent may take a planned absence simultaneously as to that same child under the conditions described in Articles 18-A.3.6.1 and 18-A.3.6.2 only if employee obtains the employer's approval for the requested time off.

4. "Parent" is defined to include a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

5. Except for the need to address a child care provider or school emergency, the use of such leave is limited to eight (8) hours per month.

6. Unit members may use Personal Necessity Leave as defined in Article 22A.5 or unpaid leave for Child- Related Activities Leave.

7. Unit members must provide reasonable notice to District of the need for such child-related activities leave. Additionally, if requested by the District, the unit member shall provide documentation from the school or licensed child care provider as proof that he or she engaged in permitted child-related activities on a specific date and at a particular time. For purposes of this Article subdivision, "documentation" means whatever written verification of parental participation the school or licensed child care provider deems appropriate and reasonable.

(e) Physician Certifications: A pregnant faculty member who elects not to apply for an unpaid pre-childbirth leave pursuant to Section 11.4(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.

- (fe) 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.
- (gf) The faculty member will retain her/his seniority rank and eligibility for step advancement for the period of the infant care leave.
- (hg) All such leaves shall run concurrently with family leave pursuant to federal and state law.

Section 11.5. 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 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) Full-Time or Part-Time Faculty may be eligible to receive a temporary disability award while recovering from an accident or illness that qualifies under Workers' Compensation.
- (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 **11.5(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 **11.3** 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 11.6. 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-11.7. 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-11.8. 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 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 **11.2(c)** of this Article) when the number of days of the required absence exceeds the limit provided in Section **11.2** 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 **11.2(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 **11.6** 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 **11.2(c)** of this Article) or the birth of a child to the spouse of the Faculty Member. See also Section **11.12** 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-11.9. 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 11.10. 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 11.11. 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 11.12. Family Care And Medical Leave

11.12.1 The District is covered by the provisions of the federal Family and Medical 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.

11.12.2 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.

11.12.3 Advance Notice of Leave and Medical Certification

Employees will provide (1) advance written notice of the leave request and (2) medical certification(s) whenever a serious health condition is involved.

- a. If the need for the leave is foreseeable, employees will provide 30 days advance written notice. If the need for the leave is unforeseen, notice is required to be given as soon as practicable.**
- b. If the leave is to care for a child, dependent, spouse or parent with a serious health condition or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:**
 - 1. Date of commencement of the serious health condition;**
 - 2. Probable duration of the condition;**
 - 3. Estimated amount of time the health care provider will provide care; and**
 - 4. Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform employee's job functions.**
- c. If the leave is for the employee's own serious health condition, the District may require a second and third medical opinion at the District's expense.**
- d. If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.**

Section 11.13. 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 11.14. 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 **11.8** of this Article.

11.15 Military Leave

- (a) Unit members will be granted military leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans Code.**
- (b) Part-time faculty are eligible for military leave as provided by law, but the amount of leave may be pro-rated in accordance with relevant law.**

ARTICLE 12 UNPAID LEAVES

The District shall grant unpaid leaves of absence to regular Faculty Members for (a) extended disability, (b) religious holidays, (c) personal leave and (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 12.1. General Conditions

- (a) A Faculty Member who has cause to request an unpaid leave of absence, as provided in Sections 12.2, 12.3, 12.4, 12.6, and 12.7 of this Article, shall make written application for such leave to their Dean, Associate Dean, or Director 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 12.5 or 12.6 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 12.2. 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 12.2(b) of this Section.

Section 12.3. 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, 11.

Section 12.4. 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 12.5. 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 12.6. 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-12.7. 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-12.8. 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 their unpaid leave at the beginning of the Academic Year, the Faculty Member may continue coverage for such benefits at their own expense, at the premium contracted by the District. For medical insurance benefits, the Faculty Member must apply for such continuation of medical enrollment with 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 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 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-12.9. 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-12.10. 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.

ARTICLE 13 SABBATICAL LEAVES

Section-13.1. Purpose

The District shall provide sabbatical leaves of absence for Full-Time Faculty Members for the purpose of professional development.

Section-13.2. Eligibility

In order to apply for a sabbatical leave, the Faculty Member must have rendered full-time service requiring certification in the District for at least six (6) consecutive years immediately preceding the sabbatical leave. An approved leave of absence does not constitute a break in service but such period of time on such leave will not be counted as service rendered, except for service under a nationally recognized fellowship, or service for a foundation approved by the Board of Governors, as provided in Education Code Section 87768.

Section-13.3. Limitation On Leaves Granted

No more than twelve Full-Time Faculty Members may be granted traditional sabbatical leaves in any one fiscal year. Such sabbatical leaves are described in Section 13.4 of this Article.

Section-13.4. Duration And Compensation

- (a) Faculty Members employed on an academic-year basis granted sabbatical leave for one semester shall be paid one-half of the yearly contract salary during such semester leave. Faculty Members employed on a fiscal-year basis who are granted a one (1) semester sabbatical will continue to receive full contract salary during the period of such leave. Overload will not be calculated in the faculty member's contract year salary.
- (b) Faculty Members granted sabbatical leaves for a period of one (1) academic year shall be paid one-half yearly contract salary for the academic year in which the sabbatical leave is taken. Faculty Members granted sabbatical leaves may, where it is appropriate for their programs of study, elect an academic-year sabbatical involving a fifty percent (50%) reduced load of service in the District. Faculty Members who choose this option shall continue to receive full-contract salary during the period of such leave.

- (c) The District and Faculty Member on an academic year, half-pay sabbatical, may, at the Faculty Member's option, agree to make contributions to the State Teachers' Retirement System equal to the amount that would have been contributed if the Faculty Member had remained in full-time employment. The Faculty Member on the program shall authorize the District in writing to deduct from the Faculty Member's pay such amounts as necessary to pay the Faculty Member's 100% retirement.
- (d) For Faculty Members employed on a fiscal-year basis, a one (1) semester sabbatical leave shall be for twenty (20) weeks, a one (1) academic year sabbatical leave shall be for forty (40) weeks.
- (e) A Faculty Member who is granted a sabbatical leave of absence shall receive, when sabbatical leave salary is computed, such automatic changes in salary rating as would have been received had the Faculty Member remained in active service.
- (f) Faculty Members on sabbatical leave will be paid at the same intervals as they would for their normal pay period. The Faculty Member is responsible for making arrangements to receive the payments.
- (g) Faculty Members on a full paid sabbatical whose leave includes working for another employer during the leave period will have the amount of any such compensation deducted from the Faculty Member's pay from the District, except for educational expense stipends and the continuation of pre-existing, part-time employment income.
- (h) Faculty members on sabbatical leave will not be compensated for additional service to the District. Exceptions may be granted under special circumstances at the request of the faculty member and upon prior approval of the appropriate Vice President.
- (i) The Sabbatical Leave Committee shall develop and make available information regarding specific rights and responsibilities for unit members as provided in this contract and other applicable law.

Section 13.5. Criteria and Priority

Sabbatical leaves shall be granted only for study. A one (1) semester or, one (1) year sabbatical leave granted for the purpose of study shall meet one or more of the following conditions:

- (a) Formal class work in pursuance of a degree in the applicant's discipline or to increase the applicant's proficiency in the applicant's teaching field to be six (6) graduate semester units or twelve (12) undergraduate semester units or an equivalent measured in quarter units.
- (b) A foreign language Instructor's extended visit to the country in which the language the Instructor normally teaches, or will soon teach, is universally used; or an ESL Instructor's extended visit to a country in which the dominant language is also the native language of a substantial number of students in the College's ESL program.
- (c) The writing of a textbook or other academic publication for which there is a commitment to publish extended by a District recognized publisher.

- (d) The writing of code for computer software for instructional use. A description of the proposed software and its intended use shall be submitted in writing.
- (e) Formal class work in pursuance of proficiency in a discipline other than the Faculty Member's instructional discipline, provided that the Vice President - Academic Affairs determines in advance that there is need of such supplemental study and approves the study program submitted by a Faculty Member.
- (f) A program of independent study in the applicant's teaching field other than formal class work as described in subsection **13.5(a)**. Such program shall be arranged through an educational or research foundation, government agency, an accredited institution of higher education, or a technical or business entity. It shall be submitted in writing and shall be evaluated on the basis that it is designed to increase the applicant's proficiencies in the applicant's field.
- (g) A program of independent study for Instructors, which shall be submitted in writing and shall be evaluated by the Sabbatical Leave Committee on the basis that it is designed to increase the applicant's proficiencies in the applicant's field.
- (h) Priority: If the number of applications exceeds the limitation of leaves to be granted as provided by Section **13.3**, length of service with the District, or length of service since the Faculty Member's last sabbatical leave, as the case may be, will govern. If there is an equal period of service, preference will first be given to applicants who have received no sabbatical leaves from the District. Any further selection will be made by drawing names.

Section 13.6. Service

Service with the District shall be defined as starting with the first-day-of-pay-service as a full-time certificated employee of the District. Service with the District for those who have been on sabbatical leave from the District shall start again with the first-day-of-pay-service upon returning from sabbatical leave. If two or more Faculty Members have equal service with the District and if one has reached the last-possible time to take a sabbatical leave as provided in Section **13.7** of this Article, the Faculty Member shall be given preference.

Section 13.7. Return To Service

- (a) A Faculty Member, as a condition of being granted a sabbatical leave, shall agree in writing to render a period of service equal to two (2) academic years for an academic year sabbatical, two (2) semesters for one (1) semester sabbatical to the District after returning from the leave, unless released in writing by the District.
- (b) The last-possible time for a Faculty Member to take a sabbatical leave will be such that the Faculty Member shall have the period set forth in subsection **13.7(a)** remaining to serve the District as a regular (permanent) Faculty Member.
- (c) Upon returning to service, the Faculty Member shall, unless an alternate agreement is made, be reinstated in a position equivalent in duties to that held by the Faculty Member at the time of granting of the leave.

Section 13.8. Payment Of Compensation

Compensation for the sabbatical leave shall be paid upon the return of the Faculty Member, as provided in Section **13.7**, and submission of the Sabbatical Leave report, as provided in Section **13.10**, unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event that the Faculty Member fails to render the agreed-upon period of service to the District after returning from the leave. A bond will be required, unless the District approves a leave of absence agreement in lieu of such bond. Failure to render the required service upon return from the sabbatical leave will render a payment to the District by the Faculty Member from the sum received proportionate to the time of failure to meet the service obligation to the District as provided in Section **13.7**. For purposes of this Section, failure to receive credit for course work taken under Section **13.5(a)** or **5(e)** shall be considered "failure to render required service."

Section 13.9. Accident Or Illness

A serious accident or illness which interrupts the program of study, travel, or other approved purposes upon which a sabbatical leave has been granted, shall not jeopardize the fulfillment of such sabbatical nor affect the amount of compensation to be paid such Faculty Member under the terms of such sabbatical leave, provided evidence of such accident or illness satisfactory to the District is furnished by a registered letter mailed within fifteen (15) days after the accident or illness, unless prevented by extenuating circumstances.

If a unit member is unable to complete their Sabbatical Leave Agreement for any reason other than illness or injury, they must notify the District in writing as soon as possible. The Sabbatical Leave Committee will recommend an appropriate course of action, by majority vote, to the Superintendent/President.

Section 13.10. Applications

- (a) A request for sabbatical must include well defined goals and deliverables that explain how the sabbatical leave will promote innovative practices, positively impact historically minoritized students, or serve the broader community.
- (b) Appropriate deadlines for application shall be set by the Sabbatical Leave Committee and announced to Faculty Members as soon as possible after the beginning of each fall semester. The Faculty Member shall submit a copy of the Faculty Member's application for sabbatical leave to the Faculty Member's appropriate Dean, as notice of the applicant's intention, for signature prior to submission to Academic Affairs.
- (c) Should an applicant be denied for lack of a suitable plan, the applicant will be given an opportunity to improve the plan and resubmit the application within a period of one week from the date of notification that the plan is not acceptable.
- (d) After the committee has awarded its sabbaticals each year, the committee will create and rank a list of faculty alternates from the applicant pool based on the provisions laid out in Section **13.5(h)** of this article. These alternate applicants, whenever possible, will be awarded sabbaticals upon the approval of the Vice President of Academic Affairs in the event that a sabbatical awardee(s) cannot take their sabbatical.

Section-13.11. Report On Sabbatical

Each Faculty Member returning from sabbatical leave shall file a written report with the Sabbatical Leave Committee within six (6) weeks after the beginning of the subsequent semester, exclusive of the summer session and participate in a faculty forum on their sabbatical. The form of the report shall be planned in consultation with the Sabbatical Leave Committee before the leave is taken. The written report will explain how the sabbatical will promote innovative practices, positively impact historically minoritized students, or serve the broader community. When formal college credit has been earned during the sabbatical leave, an official transcript will also be required. Three (3) copies of the report shall be provided. The report must be typewritten and must consist of a minimum of three (3) pages, discussing in sufficient detail the sabbatical activities which will be presented to the Board of Trustees at a regular Board meeting. Failure to file the report by the due date will result in subsequent pay warrants being withheld until the report is received by the Sabbatical Leave Committee. Extension of the report due date may be granted at the discretion of the Sabbatical Leave Committee.

Section-13.12. Sabbatical Leave Committee

The District will establish a Sabbatical Leave Committee composed of six (6) members, including three (3) Faculty Members appointed by the Federation, and will establish rules for tenure on the committee in order to provide for continuing of membership. The Committee will set and announce deadlines, receive applications, evaluate the plans submitted, recommend to the Vice President - Academic Affairs, prior to the close of the calendar year, those who may be granted leaves, establish a list of alternates, and receive written sabbatical reports, all as specified herein. The Committee may rely on the advice of consultants.

Section-13.13. Maintenance Of Instructional Program

In the event that the number of applicants from a Division is large enough to cause a curtailment of the instructional program within that Division, then upon recommendation of the Division Dean, the District shall delay for one (1) year the sabbatical leave(s) of the (those) applicant(s) deemed necessary. The Faculty member(s) to be delayed shall be determined on the basis of the least service with the District and such delayed Faculty Member(s) shall have first priority in the subsequent year. The total number of sabbatical leaves so denied shall be replaced by an equal number of applicants on the list of alternates.

Section-13.14. Withdrawal From Leave

A Faculty Member who has been granted a sabbatical leave may withdraw from the leave and be assigned regular duties no later than the earlier of the following:

- a. Thirty (30) calendar days prior to the beginning of the semester or year of leave; or
- b. The day before a temporary replacement employee has signed a contract to render services in excess of sixty-seven percent (67%) of a full-time load for the semester or the year, provided that the Faculty Member is given notice at least five (5) calendar days prior to the signing of the temporary replacement's contract.

Signed and entered into this _____ day of _____, 2025.

FOR THE DISTRICT

FOR THE FEDERATION
