

**TENTATIVE AGREEMENT
BETWEEN
THE PASADENA AREA COMMUNITY COLLEGE
AND THE
PASADENA AREA COMMUNITY COLLEGE FACULTY ASSOCIATION**

**ARTICLE 6
SICK LEAVE AND HEALTH EXAMINATIONS**

6.1 HEALTH EXAMINATIONS

Upon initial employment in contracted status, all unit members must have a health examination as required by Education Code 87408. The examination form will be provided by the District and, when completed, returned to the Office of Human Resources.

6.2 All examinations shall be made by a regularly licensed physician and the report submitted to the Office of Human Resources within two (2) months of initial employment as evidenced by the date of the unit member's signing the "Offer of Employment."

6.3 Unit members shall provide a medical clearance at their own expense and before returning to work following an illness of more than five (5) days, prior to returning to work from any medical emergency occurring during working hours, or at any time, absent or not, when the need for such medical clearance through examination is requested by the District.

6.4 If the question of a unit member's health is an issue with reference to continued employment, the medical opinion of the District physician shall be the final and determining judgment.

6.5 Every four (4) years, unit members must file with the Office of Human Resources acceptable evidence indicating freedom from active tuberculosis.

6.5.1 Each new unit member must satisfy this requirement as a condition of employment within five (5) work days of initial assignment. Upon hire, the employee will fill out the TB Risk Assessment paperwork.

6.5.2 If necessary, the District will defray the cost of a chest x-ray or Mantoux test in satisfaction of this requirement when obtained at facilities designated by the District.

6.6 SICK LEAVE

6.6.1 In any fiscal year, a full-time employee shall earn paid sick leave time at the rate of one (1) day for each month of paid service on an unlimited accumulated basis.

6.6.2 Employees who have earned sick leave hours on an hourly/daily assignment with the District and who become regular or contract employees shall have their hourly/daily sick leave converted to days at the rate of one day for each four (4) hours of sick leave already earned if credit employees, or one (1) day for each five (5) hours of sick leave already earned if noncredit employees.

6.6.3 When a full-time academic employee is absent from duties because of illness or injury, pay is determined in the following manner:

- a. Full salary for such absence if the period of absence does not exceed the unused portion of current and accumulated sick leave benefits.
- b. Upon exhaustion of accumulated sick leave, difference between the employee's salary and the amount paid a temporary employee employed to fill their position, or if no temporary employee was employed, the amount that would have been paid to the temporary employee had he or she been employed, for up to five school months less the number of days of current and accumulated sick leave previously used in that school year. (Education Code § 87780.)

6.6.4 Sick leave will be charged at the rate of one (1) day for each day of absence.

6.7 CONVERSION OF SICK LEAVE

6.7.1 Hourly sick leave to daily sick leave: Contract and regular employees who have earned hourly sick leave with the District may convert this hourly sick leave to daily sick leave under the following conditions:

- a. The rate of conversion shall be one (1) day for each four (4) hours of sick leave earned by credit employees, or one (1) day for each five (5) hours of sick leave earned by noncredit employees; and
- b. Such conversion shall occur only when all daily sick leave is exhausted and only for serious illness or injury.

6.7.2 Daily sick leave to hourly sick leave: Contract and regular employees who have earned daily sick leave with the District may convert this daily sick leave to hourly sick leave under the following conditions:

- a. The rate of conversion shall be one (1) day for each four (4) hours of sick leave earned by credit employees, or one (1) day for each five (5) hours of sick leave earned by noncredit employees; and
- b. These conversions must be utilized in whole or half-day units and will not require the District to maintain records based on hours or portions of days other than whole or half-day units; and
- c. No salary conversions will be authorized for overload sections that are canceled for low enrollment or other reasons or for overload sections that may be necessary to complete a contract assignment; and
- d. Such conversions shall occur only when all hourly sick leave is exhausted and only for serious illness or injury.

6.8 CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PLAN

- 6.8.1 The Catastrophic Illness/Injury committee will include a member appointed by the PCCFA.
- 6.8.2 The Identity of donors to the Plan will be kept confidential.
- 6.8.3 Part-Time Faculty - Full-time faculty may donate leave to part-time faculty (for the duration of the part-time faculty member's illness/injury, not to exceed the length of the contracted employment period), in accordance with the other provisions of the Catastrophic Leave Donation Plan.

6.9 GENERAL CONDITIONS

- 6.9.1 Employees filing claims under the provisions of this section shall file, or cause to be filed, written evidence satisfactory to and approved by a District physician that illness, injury or incapacity is of such character as to require absence from duty during the period of sick leave claim.
- 6.9.2 A regular employee assigned part-time only, or able to work part-time only, shall earn sick leave time and be paid sick leave benefits in an amount proportional to the percent of full- time employment.
- 6.9.3 The District reserves the right to demand proof of illness on a form provided by the District from the attending physician and may refer any claim for sick leave benefits to a District physician whose decision as to the eligibility of the academic employee for said benefits shall be final. Failure to provide proof of illness when requested automatically waives the right to the sick leave benefits for that claimed absence. Any statement or claim related to sick leave shall be made by the employee under penalty of perjury.

6.10 PERSONAL NECESSITY CHARGED TO SICK LEAVE

- 6.10.1 All academic employees entitled to sick leave benefits have the right to elect personal necessity leave to be charged against their unused sick leave.
- 6.10.2 Personal necessity leave may be used for the following reasons
 - 6.10.2.1 The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in Article 6.14, Bereavement Leave. "Member of the employee's immediate family" as used in this policy means the husband, wife, domestic partner, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather or grandmother of the employee or of the spouse of the employee, or any relative living in the immediate household of the employee, or any other person for whom the employee is legally responsible.
 - 6.10.2.2 An accident involving the employee's person, not otherwise chargeable to an illness or injury leave. Such accident must (a) be serious in nature, (b) involve circumstances the employee cannot reasonably be expected to disregard, (c) require the attention of the

employee during assigned hours of service, and (d) cannot be attended to during non-duty hours.

- 6.10.2.3 An accident involving the employee's property or the person or property of a "member of the employee's immediate family" as defined in 6.10.2.1. Such accident must (a) be serious in nature, (b) involve circumstance the employee cannot reasonably be expected to disregard, (c) require the attention of the employee during assigned hours of service, and (d) cannot be attended to during non-duty hours.
- 6.10.2.4 An appearance of the employee in court as a litigant, party, or as a witness under an official order. The employee must return to work in cases where it is not necessary to be absent the entire day.
- 6.10.2.5 The birth of a child making it necessary for an employee who is the parent of the child to be absent from their position during their assigned hours of service.
- 6.10.2.6 Imminent danger to the home of an employee occasioned by a factor such as flood or fire, serious in nature, which under the circumstance the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during assigned hours of service.
- 6.10.2.7 Personal necessity of a nature that cannot be transacted outside of assigned work hours and where there is no alternative as to person, time or place for its transaction. The nature of such business must not involve payment for the employee's services.

6.10.3 Personal necessity leave shall be subject to the following limits and conditions:

- 6.10.3.1 The total number of days allowed in one fiscal year for such leave or leaves shall not exceed six (6) days.
- 6.10.3.2 The days allowed shall be deducted from and may not exceed the number of full- pay days of sick leave to which the employee is entitled.
- 6.10.3.3 The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
- 6.10.3.4 Academic employees on an assignment of forty (40) hours a week on duty at the college may choose to take a minimum of a half day of personal necessity leave. For those on assignments other than the above, the one-half day absence shall be at the discretion of the supervisor.
- 6.10.3.5 Personal necessity leave may not be used for participation in work stoppage, nor any activity contrary to law.

- 6.10.3.6 Payment for personal necessity absence shall be made only upon certification by the faculty member that the absence was due to a situation designated as a personal necessity within the limits described above. If the District reasonably suspects abuse, it may require verification.

6.11 INDUSTRIAL ACCIDENT LEAVE (WORKERS' COMPENSATION)

- 6.11.1 A contract or regular employee who suffers an industrial accident, illness or injury incurred within the course and scope of employment shall be entitled to a leave of absence with pay, as specified in this Article. A "Report of Employee Injury" must be prepared at once, the form for which is available in the Office of Business Services.
- 6.11.2 An employee who has sustained a job-related injury shall immediately report the injury to their immediate, or an appropriate, administrator within one (1) work day of knowledge that the illness is the result of an alleged industrial accident.

6.11.3 Provisions

- 6.11.3.1 Allowable leave in any one fiscal year for the same illness or accident may be for up to sixty (60) days during which the College is required to be in session or when the employee would otherwise have been performing work for the District.
- 6.11.3.2 Allowable leave shall not be accumulated from year to year.
- 6.11.3.3 Industrial accident or illness leave shall commence on the first day of verified industrial illness or accident absence.
- 6.11.3.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 6.11.3.5 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- 6.11.3.6 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the state of California unless the Board of Trustees authorizes travel outside the state.
- 6.11.3.7 During any industrial paid leave of absence, workers' compensation checks are mailed directly to the District and must be endorsed by the employee over to the District. The District, in turn shall issue the employee appropriate salary warrants for the payment of the employee's salary and shall deduct normal retirement and other authorized contributions. Upon conclusion of this industrial paid leave, an employee may elect to utilize any available sick leave benefits, providing that any sick leave utilization when combined

with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation.

6.11.3.8 Requests for additional leave, if provided by Board regulation, shall be submitted through the Office of Human Resources. District approval or denial of additional leave of absence for industrial accident or illness shall not be subject to the Dispute or Grievance Procedures Articles of this Agreement (Articles 10 and 11).

6.11.4 An employee shall be permitted to return to service after an industrial accident or illness leave involving a temporary disability award only upon presentation of a release from a District-authorized physician certifying the employee's ability to return to their position classification with or without a reasonable accommodation, or without detriment to the employee's physical or emotional-well being.

6.12 ABSENCE WITHOUT LOSS OF SALARY

6.12.1 The Superintendent-President or their designee may permit an employee to leave assigned duties for a fraction of a day up to one (1) day without loss of salary provided no paid substitute is required and provided that the absence does not come under one of the other leave policies.

6.12.2 Paid leaves of absence beyond one day must have approval of the Board of Trustees prior to the absence. Requests for such absence must be filed in the office designated by the Superintendent-President no later than (10) working days prior to the next scheduled regular Board of Trustees meeting that is before the absence.

6.12.3 Where the applicant can demonstrate to the manager responsible for this function that the timeline could not be met due to the late notice or similar condition beyond the applicant's control, the manager may, at their sole discretion, waive the timeline.

6.13 ABSENCES FOR RELIGIOUS HOLIDAYS

An employee may arrange in advance to take personal leave without pay for religious holidays that are not Board-declared holidays. Employees who have accrued vacation may use vacation time with the approval of their supervisor. Requests for absence must be submitted to the employee's immediate supervisor at least five (5) work days in advance of the absence.

6.14 BEREAVEMENT LEAVE

6.14.1 All unit members shall be allowed up to five (5) days of paid leave of absence for death of an immediate family member. "Immediate family" shall be defined as husband, wife, domestic partner, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather or grandmother of the employee or of the spouse/domestic partner of the employee, or any relative living in the immediate household of the employee, or any other person for whom the employee is legally responsible.

Bereavement leave is not applicable when an employee is on unpaid leave of absence or during unscheduled work days for employees on less than 12-month assignments.

- 6.14.2 Up to one (1) day's leave with pay may be granted if it is necessary for an employee to make funeral arrangements or to attend the funeral of close relatives not living in the immediate household. Up to one-half day with pay may be granted to attend the funeral of a distant relative or a close friend provided no substitution is needed.

6.15 SUBPOENA LEAVE OR JURY DUTY

- 6.15.1 When a regular or contract employee is absent because of a mandatory court appearance except as a litigant, the employee shall suffer no monetary loss by reason of this service.

6.15.1.1 Fees, exclusive of mileage paid by the court of party requiring an employee's appearance, shall be paid to the District unless the fees are greater than the employee's salary in which case the employee may retain the fees and be listed as absent due to personal business.

6.15.1.2 A copy of the subpoena or a certificate of the clerk of the court must be filed with the absence report.

6.15.1.3 Absence of an employee for a legal action in which the employee is a litigant may be charged to sick leave under the provisions for personal necessity leave if the individual so elects.

- 6.15.2 While on paid jury duty leave, an employee shall return to the District service on any days or portions thereof on which their service as a juror is not required and they would otherwise be in service to the District.

- 6.15.3 Subpoena and Jury Duty Leave will be granted to a part-time faculty member when he/she is absent because of a mandatory court appearance, except when he/she is a litigant. A part-time faculty member who is entitled to this paid leave will suffer no monetary loss by reason of this service.

6.15.3.1 Fees, exclusive of mileage paid by the court or party requiring a part-time faculty member's appearance, shall be paid to the District unless the fees are greater than the part-time faculty member's salary in which case he or she may retain the fees and be listed as absent due to personal business.

6.15.3.2 A copy of the subpoena or certificate of the clerk of the court must be filed with the part-time faculty member's absence report.

6.15.3.3 An absence due to appearance for a legal action in which the part-time faculty member is a litigant may be charged to sick leave under the CBA's provisions for personal necessity leave if the part-time faculty member so elects.

- 6.15.3.4 While on paid jury duty leave, a part-time faculty member shall return to the District service on any days or portions thereof on which their service as a juror is not required and he/she would otherwise be in service to the District.

6.16 SABBATICAL LEAVE

- 6.16.1 Subject to the availability of funds, the number of full-term sabbatical leave equivalents available for each year shall be up to four percent (4%) of the full-time regular or contract positions in the unit. Sabbatical leaves shall be funded and provided for at least two percent (2%) of the full-time equivalent faculty in the unit if that percentage of faculty members have sabbatical leaves approved.

- 6.16.2 Sabbatical leaves of absence for one or two semesters may be granted as provided for herein, for professional study, research and/or approved travel, to any regular or contract unit member who has been employed full-time by the Pasadena Area Community College District for not less than six (6) total years under regular credential since initial employment or the last sabbatical leave granted, and whose latest evaluation is satisfactory. Sabbatical leave for one academic year is for the period of the Fall and Spring semesters. Sabbatical leaves for one (1) semester shall be for the full period of the designated semester. An additional year may be requested as personal leave. Leave time (one year or half year) shall be deducted from the number of consecutive years accumulated toward sabbatical leave.

- 6.16.2.1 **Sabbatical Leave Advisory Committee.** The Committee shall be composed of five (5) members, two (2) to be elected by the Academic Senate Board, one (1) selected by the Faculty Association and two (2) designated by the District from the Administration with the Vice President of Human Resources, or designee, as chair. The primary purpose of this Committee shall be to rank and recommend to the Superintendent/President of the College the names of the staff members submitting acceptable plans for such leave and therefore eligible for consideration by the District.

- 6.16.2.2 The Sabbatical Leave Advisory Committee shall act as an advisory board to the Superintendent-President of the District to help adjust emergency sabbatical leave considerations identified by the Superintendent-President and which are not provided for or covered by established sabbatical leave policies.

- 6.16.2.3 **Professional Study.** Applicants who apply for professional leave under this section shall agree to undertake a full load of upper division undergraduate study, graduate work or independent research per semester as defined by the institution being attended. The applicant shall submit evidence that the proposed professional study shall be designed to enlarge the applicant's understanding of educational psychology, to improve facility in teaching techniques, and/or to broaden experience in special fields directly related to the current assignment.

Evidence of the successful completion of this work shall be certified by the approved institution.

6.16.2.4 **Research.** Applicants for sabbatical leave under this provision wishing to undertake such research without enrolling in an accredited institution of higher education must provide documentation acceptable to the Sabbatical Leave Advisory Committee. Such documentation must include substantial independent written evidence from such an institution that the research will be done under supervision at said institution, or is equivalent to research done in an approved course of study.

6.16.2.5 **Approved Travel.** Applicants for sabbatical leave under this provision shall submit a detailed statement of the proposed itinerary. Said itinerary must be so planned as to evidence specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular educational field in which the employee is engaged. A report shall be submitted on completion of the trip attesting to the satisfactory fulfillment of this requirement.

6.16.2.6 Professional Study, Research and Approved Travel proposals will be given equal weight in determining priority. Approved proposals shall be ranked in the following order:

- a. Total years employed since last sabbatical or date of employment, whichever is less.
- b. Seniority in the District.

6.16.2.7 Finally, in cases where the above guidelines prove insufficient to determine priority, the Sabbatical Leave Advisory Committee will have the authority to make recommendations for the selection.

6.16.3 Applicants for sabbatical leave must file the sabbatical leave form, in the Office of Human Resources prior to November 1, for consideration for the following college year. All requests will be considered without regard to date of application provided the deadline has been met, and provided the Division Dean or the appropriate supervisor has been notified of the application.

6.16.4 Successful applicants shall enter into a contract for the leave within ten (10) work days following approval of the leave by the Board of Trustees. Once a leave is contracted, it may be rescinded only by mutual agreement of the unit member and the District.

6.16.5 If a leave has been refused or rescinded by March 1st, the applicant next on the waiting list will be offered the leave.

6.16.6 Any changes in travel or study plans occurring after the sabbatical leave has been granted must be approved by the Superintendent-President of the College. If the proposed changes are not approved, the unit member shall (a) return to the

contracted sabbatical plan; (b) return to services at the College if proposed changes were requested prior to March 1st of the year preceding the planned sabbatical; or (c) take unpaid leave.

6.16.7 Prior to entering upon a sabbatical leave the employee may choose one or two methods of compensation. Under Option I the employee must file a suitable bond indemnifying the District for any salary paid the employee during the period of sabbatical leave in the event said employee fails to return and to render two (2) full years of service in the District following the completion of the sabbatical leave.

6.16.8 Under Option II the employee may enter into a written agreement with the District to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set for in Option I. Such an agreement form is available in the Office of Human Resources.

6.16.9 Compensation for all academic employees while on sabbatical leave shall be determined by the following formula: (Base ten-month salary) x 0.75.

~~For a sabbatical leave of one semester: (Base ten-month salary) x 1.0~~

~~For a sabbatical leave of two semesters (Base ten-month salary) x 0.75~~

6.16.10 Faculty members on sabbatical leave may teach during either or both of the Intersessions that occur during the period of their leave.

6.16.11 Faculty members on sabbatical leave shall not be given additional employment by the District during the sabbatical period. Cases in which exceptions may be made shall be in the interest of the instructional needs of the District as determined by the Superintendent- President. Neither paid sick leave nor vacation time is earned during this period. Health and welfare benefits will be continued on the same terms as provided to full-time unit members.

6.16.12 A comprehensive report of sabbatical activity should be filed in the Office of Human Resources within the semester following the individual's return to service. For leaves granted under "Professional Study," a transcript showing successful completion of all units attempted, with a passing grade, shall be sufficient for this purpose.

6.17 PARENTAL LEAVE

6.17.1 Disabilities associated with pregnancy, childbirth or related medical conditions shall be treated as any other temporary disability. In addition, unit members shall be entitled to use other accrued leaves for such disabilities.

6.17.2 The District shall provide eligible unit members with paid Parental Leave pursuant to Education Code section 87780.1.

6.17.2.1 Purpose: A unit member may use his or her accrued sick leave, or when exhausted, any available differential paid leave, for leave taken for the reason of the birth of a child of the unit member or the placement of a child

with an employee in connection with the adoption or foster care of the child by the employee for up to twelve (12) workweeks.

6.17.2.2 Eligibility. Faculty members whose initial date of hire is at least twelve (12) months prior to taking parental leave. Faculty members are not required to have worked a minimum of 1,250 hours in the twelve (12) months prior to the leave in order to be eligible for paid parental leave.

6.17.2.3 Compensation: Unit members are entitled to utilize all accumulated sick leave for the purposes of parental leave. Thereafter, when a unit member has exhausted all available sick leave and continues to be absent from duty under this section, they shall receive the greater of the following: (1) fifty percent 50% of their regular salary during the twelve (12) week period of absence; or (2) the difference between what the employee would have received during the period of absence, and the amount that was actually received by a substitute employee during his or her absence or, if no substitute is employed, the amount that would have been paid to a substitute employee according to the District salary schedule for part-time and temporary employees for the remaining portion of the twelve (12) workweek period of parental leave.

No faculty shall be paid in excess of one-hundred percent (100%) of their salary during the period of parental leave.

6.17.2.4 Use. Paid parental leave must be taken within twelve (12) months of the date of birth or placement of the child with the faculty member. The twelve (12) workweeks do not have to be taken consecutively. Where both parents of the child for whom leave is taken are employed by the district, any amount of parental leave taken by one parent shall not diminish the twelve (12) workweeks of parental leave to which the parent may be entitled.

6.17.2.5 Maximum Duration: Parental leave shall run concurrently with any Family Medical Leave taken for the same purpose. A unit member shall not be entitled to more than twelve (12) workweeks of parental leave in any twelve (12) month period, paid or unpaid.

6.17.3 Additional Parental Leave. Upon written request, a faculty member may request additional leave. Parental leave may be granted as paid or unpaid.

6.18 PERSONAL LEAVE WITHOUT PAY

6.18.1 Only a regular, permanent employee may be granted a leave of absence for reasons of health, home responsibilities, personal business, study or travel. Such leaves shall be approved only when it is considered to be in the best interest of the District.

6.18.2 Any arrangement for leaving early in any semester is subject to the procedure for personal leave without pay. Except in an emergency, the teaching faculty will not take personal leave during the first three (3) weeks or the last three (3) weeks of a semester.

6.18.3 A leave of absence will not be granted for more than one (1) school year at a time. Such leave may be granted for a second year in accordance with the provisions of Article 6.18.1.

6.18.4 Time under personal leave without pay is not credited for retirement service no matter how short the length of leave.

6.18.5 Leaves may be granted for the following purposes:

6.18.5.1 Health. An application for leave of absence for reasons of personal health in excess of time for which sick leave benefits are due must be supported by the written recommendations of a licensed physician or health practitioner.

6.18.5.2 Home Responsibilities. A leave for this purpose may be granted to care for an employee's preschool child or immediate family member whose health requires temporary, full-time attention.

6.18.5.3 Personal Business. A leave of absence limited to a maximum of one (1) school year may be granted to conclude essential legal actions, or may be granted for broadening professional experiences, such as research, writing, teaching, government services, professional organization services and foundation grants. Any arrangement for leaving early in any semester is subject to the procedure for special personal leave without pay.

6.18.6 Special Personal Leave without Pay

6.18.6.1 A faculty member otherwise eligible to apply for personal leave without pay for personal business may apply for such a leave, to explore alternate employment opportunities, under the following conditions:

6.18.6.2 The faculty member must be at Step 10 or higher on the salary schedule.

6.18.6.3 The duration of any such leave shall be one (1) year. Such leave may be extended for an additional year in accordance with the provisions of Article 6.18.6.6.

6.18.6.4 The granting of any such leave shall not imply any requirement to provide a temporary replacement for the faculty member.

6.18.6.5 The faculty member on such a leave shall notify the District by March 1st of the academic year in which the leave occurred to advise whether he/she intends to return to the employ of the District the following academic year. Failure to meet said deadline shall constitute abandonment of position.

6.18.6.6 The Board of Trustees shall have final discretion as to the granting or denial of any such leave.

6.18.7 Study. An applicant for leave of absence for professional study shall be supported by a written statement indicating what and where study is to be undertaken.

6.18.8 Health Coverage While on Unpaid Leave

6.18.8.1 An otherwise eligible unit member on approved unpaid sick leave may continue health and insurance coverage at the unit member's cost. Payment by the unit member for this coverage must be made in a timely manner to the Human Resources Benefits Office. Failure to tender payment will terminate coverage until the next open enrollment period or return to employment.

6.18.8.2 An otherwise eligible unit member on any other approved unpaid leave of absence may continue health and insurance coverage for a period not to exceed twelve (12) continuous calendar months at the unit member's cost. The payment conditions and restrictions contained in 6.18.8.1 apply to this section.

6.19 VACATIONS

6.19.1 Unit members who are on twelve-month assignments are eligible for twenty-two (22) work days of vacation per year without loss of salary, such vacation time to be earned at the rate of one and five-sixths days per month of service. If a legal holiday occurs during the period of such vacation, the legal holiday is not charged against the vacation accrued.

6.19.2 Each eligible employee will take the earned vacation not later than the fiscal year following the time such vacation is earned. It is expected that the employee will use the vacation annually so that not more than ten (10) days will be carried over.

6.19.3 Employees who have accrued vacation due at time of reassignment, retirement or resignation shall receive payment for such time not to exceed thirty-two (32) work days for any one (1) fiscal year.

6.19.4 Employees accruing vacation time in excess of thirty-two (32) days as of June 30th in any year will be paid at the appropriate daily rate for the excess. The Superintendent- President may waive this rule under limited circumstances.

6.19.5 The Superintendent-President has the right to require the use of up to twenty-two (22) days of vacation in any fiscal year.

6.20 BANKED LEAVE

6.20.1 When a full-time unit member works beyond his/her regular contract, he/she can choose either to bank the extra FTE or to be paid at the current overload salary rate. Depending on the number of hours banked, the time off could be one class or an entire academic year. The ratio of banked time to leave time is 6:5 1:1. For example eighteen (18) lecture hours must be banked to take leave from a regular semester load of fifteen (15) lecture hours.

6.20.2 There are no restrictions on the use of leave time; it may be used for professional or personal reasons. A faculty member on banked leave shall be paid and earn fringe benefits as though he/she were working his/her regular contract assignment. The time on leave shall count toward retirement and as service to the District for

purposes of advancement on the salary schedule. The time on leave shall not represent a break in service.

- 6.20.3 Each semester, an instructor wishing to bank an overload class must submit a request for approval no later than the end of the second week of classes to the Division Dean and then to the Vice President for Instruction. If the instructor decides not to bank leave, they will be paid at the overload rate.
- 6.20.4 A written request to use banked FTE must be approved by the Division Dean and the Vice President for Instruction or appropriate Dean. The request must indicate at least one (1) semester's advance notification of plans to use banked time. An exception is that when banked time is to be used to fill out a sabbatical salary, notice must be given at the time the sabbatical application is approved.
- 6.20.5 No more than the equivalent of two semesters of banked time can be accumulated - for example, an instructor with an annual load of thirty (30) lecture hours cannot bank more than thirty-six (36) lecture hours. If the limit of the annual load is exceeded, the instructor will be paid for the excess FTE at the regular overload salary rate.
- 6.20.6 Banked FTE may not be accumulated for more than three (3) years. After those years, the instructor must submit a revised plan to the District indicating either that he/she wishes to be paid for the time or when the time will be taken.
- 6.20.7 If the instructor decides not to take the leave, he/she will be paid for banked time at the overload rate in effect at the time the FTE were worked.
- 6.20.8 In order for an instructor to take time off, the Division Dean and the Vice President for Instruction or appropriate Dean must certify that:
- a. The program will not be jeopardized by the absence of the instructor; and
 - b. Competent part-time staff are available to teach the classes vacated by the regular instructor.
- 6.20.9 In the event the banked leave plan is not completed at the end of employment, the money earned by the instructor will be paid to the instructor or his/her estate at the overload rate in effect at the time the FTE were worked.

6.21 FAMILY AND MEDICAL LEAVE

As required by State and Federal law, the District will provide family and medical leave for eligible employees. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA"), Government Code Section 12945.2.

- 6.21.1 **Members Eligible for Leave.** A member is eligible for leave if the member:

- a. Has been employed for at least twelve (12) months; and
- b. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

6.21.2 Reasons for Leave. Leave is only permitted for the following reasons:

- a. The birth of a child or to care for a newborn of a member;
- b. The placement of a child with a member in connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent or a spouse who has a serious health condition;
- d. Leave because of a serious health condition that makes the member unable to perform the functions of his/her position;
- e. Leave for a qualifying exigency arising out of the fact that the member's spouse, son, daughter or parent is a covered military member on active duty; or
- f. Leave to care for a covered service member with a serious injury or illness if the member is the spouse, son, daughter, parent, or next of kin of the service member.

6.21.3 Definitions

6.21.3.1 A "serious health condition" includes an illness, injury impairment, or physical or mental condition that involves:

- a. Inpatient care in a hospital, hospice or residential medical care facility;
- b. Continuing treatment or continuing supervision by a health care provider;
- c. Any period of incapacity due to pregnancy or for prenatal care.

6.21.3.2 Leave due to a "qualifying exigency" includes; (1) short-notice deployment; (2) military leave events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) other events which arise out of the covered military member's active duty or call to active duty status provided that the employer and employee agree that such leave shall qualify as an exigency, and to both the timing and duration of the leave.

6.21.4 Amount of Leave

6.21.4.1 Eligible members are entitled to a total of twelve (12) workweeks (or twenty- six (26) weeks to care for a covered service member) of leave during any 12- month period.

6.21.4.2 The 12-month period for calculating leave entitlement will be a “rolling period” measured backwards from the date leave is taken and continues with each additional leave taken. Thus, whenever a member requests leave, the District will look back over the previous 12-month period to determine how much leave has been used in determining how much leave a member is entitled to.

6.21.5 Member Benefits While on Leave

6.21.5.1 Leave under this article is unpaid. In addition, while on leave, members will continue to be covered by the District’s medical insurance. However, members will not continue to be covered under the District’s non-health benefit plans unless members make the appropriate contributions for continued coverage.

6.21.5.2 If a member fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the member does not return because of the continuation, recurrence, or onset of a serious health condition of the member or his/her family member which would entitle the member to leave, or because of circumstances beyond the member’s control. The District shall have the right to recover premiums through deduction from any sums due the District (e.g., unpaid wages, vacation pay, etc.)

6.21.6 Use of Other Accrued Leaves While on Leave

6.21.6.1 A member must exhaust his/her accrued paid leaves (e.g., vacation, sick, compensatory time) concurrently with FMLA/CFRA leave to the same extent members have the right to use their accrued paid leaves concurrently with FMLA/CFRA leave.

6.21.6.2 If a member takes a leave of absence for any reason which is FMLA/CFRA- qualifying, the District will designate that non-FMLA/CFRA leave as running concurrently with the member’s 12 (or 26) week FMLA/CFRA leave entitlement.

6.21.7 Medical Certification

6.21.7.1 Members who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care. If the leave is requested because of the member’s own serious health condition, the certification must include a statement that the member is unable to perform the essential functions of his/her position.

6.21.7.2 A member who requests leave to care for a covered service member who is a child, spouse, parent, or next of kin of the member must provide written

certification of a health care provider regarding the injured service member's injury or illness.

6.21.7.3 The first time a member requests leave because of a qualifying exigency, the member must provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on covered active duty or called to active duty status in a foreign country, and the dates of the covered military member's active duty service. A copy of new active duty orders or similar documentation shall be provided to the employer if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or different covered military member.

6.21.7.4 If a member provides an incomplete medical certification, the member will be given a reasonable opportunity to cure any such deficiency. However, if a member fails to provide a medical certification within the time frame set forth in this Agreement, the District may delay the taking of leave until the required certification is provided.

6.21.7.5 If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the member, but paid for by the District. The opinion of the third provider will be binding.

6.21.7.6 If a member requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the member must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

6.21.8 Member Notice of Leave. Although the District recognizes that emergencies arise which may require members to request immediate leave, members are required to give as much notice as possible of their need for leave. Except for qualifying exigency leave, if leave is foreseeable, members are required to give at least thirty (30) days' notice. In addition, if a member knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the member shall inform his/her supervisor as soon as possible that such leave will be needed. If the District determines that a member's notice is inadequate or the member knew about the requested leave in advance of the request, the District may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

6.21.9 Reinstatement Upon Return from Leave

6.21.9.1 Upon expiration of leave, a member is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent or comparable position.

6.21.9.2 As a condition of restoration of a member whose leave was due to the member's own serious health condition, which made the member unable to perform his/her job, the member shall obtain and present a fitness-for-duty certification from the health care provider that the member is able to resume work. Failure to provide such certification will result in denial of restoration.

6.21.10 Required Forms. Members must fill out the following applicable forms in connection with leave under this article:

- a. "Request for Family and Medical Leave Form" prepared by the District to be eligible for leave;
- b. Medical certification – either for the member's own serious health condition or the serious health condition of a child, parent or spouse;
- c. Authorization for payroll deductions for benefit plan coverage continuation; and
- d. Fitness-for-duty certification to return from leave.

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

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

