

Article 10

Leaves

10.1 General Provisions

- 10.1.1 All paid leaves granted pursuant to the provisions of this Article shall be credited as service for step advancement on the salary schedule, and to the extent permitted by law, shall be credited toward retirement in the same proportion as salary received.
- 10.1.2 The Board of Trustees may extend any leave granted pursuant to this Article.
- 10.1.3 Upon return from a leave granted pursuant to this Article, a bargaining unit member shall be assigned to an equivalent position for which the unit member is qualified. The District shall attempt to return the unit member to the same assignment held at the beginning of the leave if that assignment is available. Each unit member returning from leave may make other arrangements with the District either prior to the leave or prior to returning from the leave.
- 10.1.4 Leaves provided in this section apply to all contract and regular unit members in proportion to the number of teaching units for which they are employed (with the exception of 10.8, which only applies to adjunct faculty). Adjunct members are entitled to the leaves provided in Sections 10.3, 10.4, 10.5, 10.6, 10.7, 10.10, 10.11, and 10.16 in proportion to the number of teaching units for which they are employed, and to the leave in Section 10.2.2, at the rate defined in that section.
- 10.1.5 To the extent permitted by law, unit members on unpaid leaves may continue to participate in District-mandated health and welfare benefits (excluding State Teachers' Retirement System and income protection plans) by arranging with the District to pre-pay appropriate premiums for such health and welfare benefits to the District.

10.2 Personal Illness and Injury Leave

- 10.2.1 Regular and Contract Employees
Full-time regular and contract unit members shall be entitled to ten (10) days leave with full pay for each academic year of service for purposes of personal illness or injury and/or in the event a member of his/her immediate family (as defined in Section 10.4.2 herein), suffers from a catastrophic illness or injury. This includes medical attention for injuries caused by domestic violence, sexual assault, or stalking. Regular and contract unit members who work less than full time shall be entitled to that ratio of the ten (10) days leave as their instructional assignment bears to a full-time assignment.
- 10.2.1.1 Children's Center Teachers
Children's Center Teachers shall be entitled to eleven (11) days leave with full pay for each academic year of service for purposes of personal illness or injury and/or in the event a member of his/her immediate family (as defined in Section 10.4.2 herein), suffers from a catastrophic illness or injury. Children's Center Teachers who work less than full time shall be entitled to that ratio of the eleven (11) days leave as their instructional assignment bears to a full-time assignment.

10.2.2 Adjunct Employees

Adjunct unit members shall be entitled to leave with full pay for purposes of personal injury or illness at the rate of one third (1/3) of a day per unit taught by the unit member per semester. Leave for adjunct unit members is deducted on a prorata basis, just as it is earned, for time missed due to personal illness or injury and/or in the event a member of his/her immediate family (as defined in Section 10.4.2 herein), suffers from a catastrophic illness or injury.

10.2.2.1 The District shall allow adjuncts to use their accumulated adjunct personal illness or injury leave without actually teaching the class if all of the following conditions exist:

1. The adjunct unit member must in fact be sick or ill and the District may confirm this fact by having the unit member examined by a physician of its choice and the leave will be granted only if the District's physician verified the illness.
2. The adjunct unit member's entitlement to such leave is limited to one term.
3. The unit member must have reemployment preference in the discipline for which leave is sought.
4. The adjunct faculty member shall be a faculty member in good standing at the college with satisfactory evaluations.
5. The adjunct faculty member shall submit his/her request for leave in writing on a form satisfactory to the District as soon as he/she is aware of the fact that he/she will require time off.
6. The leave will be considered a work assignment. The amount of leave granted per day will correspond to the assignment that would otherwise have been initiated and completed unless the unit member and the appropriate administrator agree in writing to a smaller load.
7. Donations for catastrophic leave, Article 10.16, are not permitted in this provision, Article 10.2.2.1.

10.2.3 Extended Illness and Injury Leave

Additional non-accumulated extended illness leave shall be available, provided that the provisions of Section 10.2.5 below are met. The total amount of extended leave shall not exceed five (5) months and ten (10) work days, when counting together all accumulated sick leave and extended illness leave. The amount deducted for extended leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute.

10.2.4 Accumulation of Leave

If a unit member does not utilize the full amount of leave as authorized in Section 10.2.1 and 10.2.2 above in any academic year, the amount not utilized shall be accumulated from year to year.

- 10.2.5 Verification of Illness or Injury
Upon request by District management, after six consecutive days of absence or upon evidence giving rise to a reasonable belief of abuse of sick leave, a unit member shall be required to present a certificate signed by an appropriate certified medical authority verifying the illness or injury of the unit member and/or his/her immediate family member.
- 10.2.6 Notification of Absence
To permit the District time to secure substitute service, a unit member shall inform the District of an absence as soon as practicable prior to the start of the unit member's assignment. The absent unit member shall notify the appropriate administrator by contacting the Division office; a message shall be left when no one is available. A unit member notifying the District of an absence after 5 p.m. for a class that evening should also call the Evening Administrator. The unit member shall furnish directions for a substitute.
- 10.2.7 Deduction from Leave
A unit member who misses any scheduled duties due to personal and/or immediate family member illness or injury shall have leave deducted from his/her accumulated leave in increments according to Appendix A, where eight (8) hours deducted leave is equivalent to one day.
- 10.2.8 Notification of Return
A unit member shall make a reasonable attempt to notify the manager or designee of the unit member's intent to return or not to return the following day, prior to the end of the college business day.
- 10.2.9 Completion of Absence Forms
Each unit member shall complete the District absence form (Appendix C.1) and submit it to the appropriate administrator or designee upon return from an absence for illness or personal injury under Section 10.2. Whenever possible, unit members taking personal necessity leave under Section 10.3, or bereavement leave under Section 10.4, shall complete the absence form prior to the absence.
- 10.2.10 The District shall provide each member of the bargaining unit an Annual Statement of Accrued Sick Leave as of the end of an academic year on or before the first day of the next academic year.
- 10.3 Personal Necessity Leave
- 10.3.1 Leave which is credited under Sections 10.2.1 and 10.2.2 of this Article may be used at the unit member's election, for the purposes of personal necessity, provided that use of such personal necessity leave does not exceed six (6) days in any academic year.
- 10.3.2 For purposes of this provision, personal necessity shall be limited to:
- (a) Death or serious illness of a member the unit member's immediate family, as defined in Section 10.4.2 herein;
 - (b) An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family;
 - (c) Illness or accident to the unit member's immediate family, which includes diagnosis, care or treatment of an existing health condition or preventive care;
 - (d) Counseling, legal relief, safety planning, and other services related to domestic violence, stalking, or sexual assault (Labor Code sections 230 and 230.1);

- (e) Appointments for the purpose of conducting personal legal affairs or personal financial transactions that cannot be conducted outside of working hours;
 - (f) The birth or adoption of a child; or
 - (g) Other personal necessities which are approved by the Dean or appropriate administrator, provided that under no circumstances shall leave be available for purposes of extending a holiday or vacation period or a recreational or social activity.
- 10.3.3 Except in cases of emergency, before the utilization of personal necessity leave, a unit member shall obtain prior written approval from the appropriate supervisor, except in cases (a), (b) or (c) in Section 10.3.2. Should the circumstances outlined in (a), (b) or (c) arise, the unit member shall make every effort to comply with District procedures to enable the District to secure substitute service.
- 10.3.4 Deduction from Leave
A unit member who misses any scheduled duties due to personal necessity shall have leave deducted from his/her accumulated leave in increments according to Appendix C.1, where eight (8) hours deducted leave is equivalent to one day.
- 10.3.5 Completion of Absence Forms
Each unit member shall complete the District Absence Form (Appendix C.1) and submit it to the appropriate supervisor or designee upon return from an absence for personal necessity under Section 10.3.
- 10.4 Bereavement Leave
 - 10.4.1 At the request of the employee, s/he will be granted up to five (5) days leave with full pay (according to Appendix C.1) with no deduction from sick leave in the event of the death of any member of the employee's immediate family. Additional sick leave may be granted at the discretion of the appropriate administrator.
 - 10.4.2 For purposes of this provision, an immediate family member shall be limited to biological, adoptive, or foster parent, grandparent, child, son/daughter in-law, or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner, brother or sister of the employee, any relative living in the immediate household of the employee, or any person having a similar close relationship with the employee which the appropriate administrator may accept as qualifying for bereavement leave.
 - 10.4.3 Additional leave with full compensation may be granted by the District in case of demonstrated need.
- 10.5 Individual Responsibility Leave
 - 10.5.1 The District shall grant up to two (2) days Individual Responsibility Leave, without loss of salary or deduction from sick leave for the observance of major religious holidays of the unit member's faith or family responsibilities that cannot be scheduled outside working hours (including the birth or adoption of a child).
 - 10.5.2 Deduction from Leave
A unit member who misses any scheduled duties due to Individual Responsibility Leave shall have leave deducted according to Appendix A where eight (8) hours deducted leave is equivalent to one day.

- 10.5.3 Accumulation of Individual Responsibility Leave
Individual Responsibility Leave shall not accumulate from year to year.
- 10.5.4 Before the utilization of Individual Responsibility Leave, except in cases of emergency, a unit member shall obtain prior written approval from the appropriate supervisor. The unit member shall make every effort to comply with District procedures to enable the District to secure substitute service.
- 10.6 Leave for Pregnancy Disability
- 10.6.1 Unit members are entitled to use sick leave as set forth in Sections 10.2.1, 10.2.2, and 10.2.3 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.
- 10.6.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Sections 10.2.1, 10.2.2 and 10.2.3 has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician.
- 10.7 Leave for New Parents
- 10.7.1 Unit members may use up to twelve (12) workweeks of paid sick leave as set forth in 10.2.1 and 10.2.2, less any leave authorized pursuant to 10.3, per academic year, to care for a new child:
- a) a biological parent may use leave pursuant to this section within the first year of his or her infant's birth.
 - b) a non-biological parent may use leave pursuant to this section within the first year of legally adopting a child.
- 10.7.1.1 When a unit member has exhausted all available sick leave, the unit member shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave.
- 10.8 State Disability Leave: Disability Insurance and Paid Family Leave
- 10.8.1 Adjunct unit members are eligible to file a claim with the Employment Development Department (EDD) for State Disability Insurance (SDI) or Paid Family Leave (PFL). For information about filing a claim, visit EDD's website at www.edd.ca.gov.
- 10.8.2 It is the unit member's responsibility to file a claim with EDD in accordance with filing dates and processes. If a claim is approved, it is the unit member's responsibility to work with the District Payroll department to coordinate paid leave benefits.
- 10.8.3 A unit member may integrate paid SDI leave with other available paid leaves (refer to 10.2 – 10.10 as applicable) to receive up to 100% of compensation (simultaneously combine SDI payments with paid District leave).
- 10.8.3.1 When integrated paid leave is used, the unit member is responsible for ensuring the total amount received from EDD and the District does not exceed 100% of the

- compensation the employee would have otherwise received.
- 10.8.3.2 If the combination of payment from EDD and the District exceeds 100% of the compensation, the Payroll department will automatically make the appropriate pay adjustment.
- 10.9 Leave Without Pay for Child Bearing Preparation and Child Rearing
- 10.9.1 Upon request by the unit member and approval of the Governing Board, leave without pay or other benefits shall be granted to a unit member for preparation for child bearing and for child rearing. Use of child bearing preparation leave shall not preclude subsequent use of pregnancy disability leave.
- 10.9.2 The unit member shall request such leave as soon as practicable, but no less than sixty (60) calendar days prior to the date on which the leave is to begin, except in cases of emergencies. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
- 10.9.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made in consultation with the Superintendent/President or designee, taking into consideration the scheduling and replacement problems of the District and the needs and interests of the unit member.
- 10.9.4 The duration of such leave shall consist of no more than twelve (12) consecutive months. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- 10.9.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child bearing leave or leave for child rearing, unless the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.
- 10.9.6 If a unit member is on leave for child bearing preparation or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District shall assign the unit member to a position as soon as practicable.
- 10.10 Industrial Accident Leave
- 10.10.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury or illness which has qualified for workers' compensation under the provisions of the State Workers' Compensation Insurance Program.
- 10.10.2 In any one fiscal year, allowable leave shall be for not less than 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.
- 10.10.3 Pursuant to the statutory provisions of the state workers' compensation system, the District has the right to have the unit member examined by a physician designated by the District at the District's expense, to assist in determining the length of time the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved.
- 10.10.4 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him or her for the same illness or injury.

- 10.10.5 Allowable leave shall not accumulate from year to year.
- 10.10.6 Industrial accident or illness leave shall commence on the first day of absence.
- 10.10.7 For any days of absence from duty as a result of the same industrial accident, the unit member will receive a check from the appropriate insurance fund which would make the total compensation from both insurance and District sources equal 100% of the amount the unit member would have received as salary had there been no industrial illness or accident.
- 10.11 Judicial Leave
 - 10.11.1 A unit member shall be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written notification to the appropriate supervisor as soon as the unit member is aware of a request for appearance.
 - 10.11.2 The unit member, while serving on jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, exclusive of any mileage reimbursement.
 - 10.11.3 Paid judicial leave shall not be provided for unit members who serve as paid expert witnesses.
- 10.12 Exchange Teaching Leave
 - 10.12.1 An exchange leave is a leave granted to permit an employee to serve as an exchange professional in any foreign country or in any state, territory, or possession of the United States.
 - 10.12.2 Exchange leaves of absence may be granted by the Board of Trustees to unit members who meet the following requirements:
 - (a) The unit member must have regular status in the District on the effective date of the leave; and
 - (b) An exchange agreement must be signed by the employees and the districts concerned.
 - 10.12.3 The exchange is for one (1) year, unless extended for one (1) additional year by consent of the Governing Board and the unit member.
 - 10.12.4 During the exchange leave, the unit member will be paid by the District at the unit member's regular rate of pay, and the other instructor will be paid by their educational institution.
 - 10.12.5 At the completion of any exchange, the unit member shall return to duty in the District and shall serve full time for at least two (2) consecutive years before being eligible for another exchange assignment.
 - 10.12.6 Credit for service on exchange leave counts toward advancement on the salary schedule as if such service were given in the District, provided that the unit member served the same number of days in the exchange position as would have been required to be served at the District.
 - 10.12.7 Service on an exchange leave grants credit toward retirement. If retirement contributions are not deducted from compensation, the unit member must personally arrange for payment of required contributions.
 - 10.12.8 If the unit member wishes to request an extension of the exchange leave, such request shall be made not later than two (2) months prior to the expiration of the leave.
- 10.13 Military Leave
 - 10.13.1 Military leave shall be provided in accordance with statutory provisions.

10.14 Family and Medical Leave Policy

10.14.1 The District shall grant family care leaves in accordance with State and Federal laws and regulations (see Appendix L.3). Family care leave for the principal domestic partner is provided according to the conditions of coverage as established by the Self-Insured Schools of California (SISC).

10.15 Other Leaves Without Pay

10.15.1 Upon recommendation of the Superintendent/President and approval by the Board of Trustees, leave without compensation, salary increment, tenure and professional development (sabbatical) leave credit may be granted to contract and regular unit members for a period of up to one (1) year. Upon approval of the District, such leave may be extended one (1) year. Unpaid leaves may include but are not limited to the following: (a) government or legislative service; (b) recuperation and rest; (c) travel, study, professional or education pursuits; (d) work experience; and (e) any other reason deemed sufficiently important by the District.

10.15.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by the ninth (9th) week of the final semester of the leave as to an intent to return to the employment of the District.

10.15.3 Approved leaves of a semester or less shall not constitute a break in service for the purpose of salary schedule advancement.

10.15.4 Partial Unpaid Leave of Absence

10.15.4.1 Regular unit members may take a partial unpaid leave by accepting less than a full-time assignment. In such leaves regular unit members shall continue to fulfill the appropriate pro rata share of regular full-time duties. Written request for such leave shall be submitted to the Superintendent/President three (3) months in advance. With the mutual consent of the District and the bargaining unit member, this time line may be waived. Partial unpaid leaves may be extended with District approval.

10.15.4.2 Partial Unpaid Leaves of One Year or Less

A unit member on a partial unpaid leave of one (1) year or less may return to a full-time assignment at the beginning of a semester, provided that the District is notified prior to the preparation of the schedule for that semester, in no event less than three (3) months before the semester begins.

10.15.4.3 Partial Unpaid Leaves Exceeding One Year

A unit member who desires a partial leave for longer than one (1) year may pursue one of the following options:

10.15.4.3.1 If the unit member desires a reduced assignment for a specific period of time which exceeds one (1) year, prior to the beginning of the leave, the unit member and the District may mutually agree to the terms of the partial unpaid leave, including the length of the leave and the full-time assignment to which the unit member will return.

- 10.15.4.4 Unit members on partial unpaid leaves shall receive benefits on a pro rata basis of a full-time contract, or may receive full benefits by paying the difference.
- 10.15.4.5 Unit members on partial leave without pay shall receive personal illness, personal necessity, bereavement, and individual responsibility leaves on a pro rata basis of full-time contract.

10.16 Donations for Catastrophic Sick Leave

Definition: Any bargaining unit member may donate, in one (1) hour increments, accumulated and unused sick leave to another District employee when that District employee or a member of his/her family suffers from a catastrophic illness or injury, and that District employee has exhausted all fully paid leaves, as provided in this section.

10.16.1 Eligibility for Using Donated Time

- (a) The employee must have exhausted all accrued sick leave (Section 10.2.4).
- (b) The employee must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill family member, or due to a personal serious health condition. Family and Medical Leave Policy definitions as contained in Appendix L.3 to the Agreement, shall apply to this section only. In addition, principal domestic partners shall qualify as family members for purposes of this section.

10.16.2 Employees donating sick leave must retain a minimum of eighty (80) hours of accrued sick leave. Recipients may neither accept nor use more than the number of hours needed to provide fully paid sick leave for 175 days. Recipient members must work for six (6) continuous months prior to renewed eligibility for further catastrophic illness contributions beyond 175 days.

10.16.3 Procedure for Donation of Hours

- (a) CCFT shall inform District employees on a case-by-case basis when the need for donated time arises.
- (b) CCFT shall be responsible for collecting donated time for CCFT bargaining unit members. Members shall authorize donations in writing, signed and dated.
- (c) CCFT shall compile the list of donated time in order of donations received and submit the list to the District along with supporting written authorizations. (Once the first round list is received by the District, no more donations will be added. In the event more donations are needed, the process shall repeat itself, subject to Section 10.16.2 above.)
- (d) The District will deduct sick leave from donors, according to the list and credit it to the member on leave.
- (e) The total hours donated by each member shall be used before moving to the next donor on the list.
- (f) Donor members on the list whose hours were not used will have their original authorization forms returned to them as a confirmation that their donated hours were not used.
- (g) At the completion of the Catastrophic Leave, the District will return to CCFT the original list indicating which donor members' hours were used.