

ARTICLE 14 LEAVE PROVISIONS

Any bargaining unit member with justifiable reason, upon request, may be granted a leave of absence by the Governing Board beyond that provided herein or otherwise provided by law.

No leave of absence may extend beyond the close of the current school year except by renewal by the Governing Board. A bargaining unit member who has been on leave for one (1) year will not be eligible for a renewal, except as recommended by the superintendent/president and approved by the Governing Board. The member's salary is computed upon a per diem basis. Per diem salary for bargaining unit members will be computed by dividing the bargaining unit member's total annual service days into the annual salary.

Unless otherwise specified by the District, each bargaining unit member on leave must notify the Office of Human Resources in writing by February 15 as to whether he or she will return to employment for the following year. The notification will be binding on the District and the bargaining unit member, and failure to notify the District on or before February 15, or failure to subsequently fulfill the commitment made on February 15, will be considered a voluntary resignation unless unusual circumstances warrant reconsideration by the Governing Board.

To receive credit for absence under these leave policies, the bargaining unit member shall complete and submit to the first-level manager the District's absence report form, identifying all service days missed, within seven (7) calendar days of the date the bargaining unit member returns to work.

If there is reason to believe that there has been a misuse of leave, the appropriate administrator may require the bargaining unit member to provide verification for an absence of any duration.

14.1 Definition of Immediate Family

For the purposes of this agreement, "immediate family" is defined as follows: child (including biological, foster, adopted, stepchild, legal ward, or a child of a person standing *in loco parentis*); parent (including biological, foster, adopted, stepparent, or legal guardian), grandparent, or grandchild of the bargaining unit member or of the spouse of the bargaining unit member; and the spouse or domestic partner (as defined in the California Codes Family Code, Section 297), son-in-law, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member.

Requests for leaves for persons other than immediate family may be granted at the discretion of the superintendent/president or designee.

14.2 Sick Leave

14.2.1 Each full-time bargaining unit member is entitled to one (1) day sick leave for each month of paid service including sabbatical leave. If the bargaining unit member's assignment is less than 100 FTEF, the member shall earn the proportionate fraction thereof. Sick leave shall be allocated at the beginning of the academic year or contract period (if less than an academic year). Sick leave may not be used prior to the effective date of employment.

Sick leave benefits may be transferred from other public school employment at the written request of the employee and credited to the bargaining unit member in accordance with the requirements and procedures of the California Education Code.

Sick leave benefits shall be canceled with the District when a bargaining unit member severs official employment with the District. Sick leave benefits may be transferred to other public school employment, pursuant to the provisions of the California Education Code.

When absent due to illness, the bargaining unit member will be paid as though working until the accumulated sick leave has been used. For full-time bargaining unit members, absences shall be recorded in quarter-day increments.

When sick leave has expired, a bargaining unit member will be paid for a period not to exceed five (5) months the difference between one's salary and that paid to a substitute pursuant to the provisions of the California Education Code.

For full-time bargaining unit members, absences of five (5) consecutive service days or more require that a certificate of illness or injury and authorization to return to work from a health care provider, as defined in the Family Medical Leave Act, be presented to the first-level manager.

For part-time bargaining unit members, a certificate of illness or injury and authorization to return to work shall be required under the following conditions:

- One (1) assignment day per week after the 2nd consecutive absence
- Two (2) assignment days per week after the 3rd consecutive absence
- Three (3) assignment days per week after the 4th consecutive absence
- Four (4) assignment days or more per week after the 5th consecutive absence

14.2.2 For hourly assignments, bargaining unit members earn sick leave benefits on the basis of total contact hours multiplied by a factor of 0.0834 for each assigned section or noninstructional service provided per semester. For hourly assignments, absences shall be recorded in half-hour increments.

14.2.3 Catastrophic Illness/Injury Program

The purpose of the program, consistent with Education Code 87045, is to permit faculty individual donations of sick leave from fellow faculty when managing a catastrophic illness or injury.

14.2.3.1 General Provisions for All Faculty

- a) A faculty member with a catastrophic illness or injury that incapacitates the faculty member for a period of three (3) months or more may participate in this leave program
- b) The faculty member must provide to Human Resources written verification of the catastrophic illness or injury from a licensed health care provider (MD, DO, Physician's Assistant, or Nurse Practitioner).
- c) The faculty recipient has exhausted all sick leave before donated leave can be used.
- d) All faculty participation in the program is voluntary.
- e) Faculty participants must have achieved contract year 4 or regular status.
- f) Both the donor and recipient must be actively employed by the District at the time of the donation and/or request.
- g) Faculty who wish to request donations must do so through Human Resources by submitting in writing their medical documentation, anticipated duration of the leave, and formal request for donation.

- h) Human Resources will announce a call for donations via email and will accept donations for a period of ten (10) services days.
- i) Recipients and donors must acknowledge in writing at the time of donation that the donation cannot be revoked.
- j) The identity of donors shall not be disclosed to the recipients.
- k) Donations will be accepted up to the maximum number of days allowed in order of receipt.
- l) Once the District is officially notified in writing of a full-time faculty member's retirement or separation, that faculty member may not donate, request, or accept donations.
- m) The administration and participation in the Catastrophic Illness/Injury Program is not grievable.
- n) The program is managed by the Chaffey College Human Resources Department.

14.2.3.2 Provisions for Full-Time Faculty

(a) Donations

- 1. Full-time faculty donating sick leave must retain a minimum of ten (10) days of accrued sick leave in their leave balances after donation.
- 2. Donations must be made in days and shall be used only to cover base contract load. A one (1) day minimum donation is required for full-time faculty who wish to donate.
- 3. Leave allocated to full-time faculty as a result of their full contract load may only donate to other full-time faculty who are contract year 4 and Regular.

(b) Recipients

- 1. Full-time faculty recipients may not accept more than an equivalent of a contract year and must use it within a maximum period of 12 consecutive months.
- 2. Faculty receiving donations shall receive day per day credit as paid status for sick leave donated by other faculty and shall only be used to cover base contract load.
- 3. Prior to requesting subsequent catastrophic leave donations, faculty recipients must work a full contract year of service.

14.2.3.3 Provisions for Part-Time Faculty

(a) Donations

- 1. Part-time faculty donating sick leave must retain a minimum of twenty (20) hours of accrued sick leave in their leave balances after donation.
- 2. Donations must be made in hours. A minimum four (4) hour donation is required for part-time faculty who wish to donate.
- 3. Leave allocated to part-time faculty may only be donated to other part-time faculty who are actively employed at the time of the donation.
- 4. Full-time faculty may donate to part-time faculty in minimally four (4) hour increments from sick leave accrued from hourly assignments.

(b) Recipients

- 1. Part-time faculty recipients may neither accept nor use more than the number of hours needed for the paid support of the remainder of the primary term in which the catastrophic injury/illness occurred.

2. Part-time faculty receiving donations shall receive hour per hour credit as paid status for sick leave donated by other faculty.
3. Part-time faculty recipients must work for two (2) continuous primary terms prior to requesting catastrophic leave.
4. Full-time faculty may not request donations from part-time faculty to cover an hourly assignment.

14.3 Pregnancy Disability Leave

14.3.1 Bargaining unit members are entitled to use sick leave for disabilities caused by or attributed to pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions that govern leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or nonmedical preparation for child bearing, but shall be limited to those disabilities set forth above. The length of the pregnancy disability leave, including the date on which the leave shall commence and the date on which duties are to be resumed, shall be determined by the bargaining unit member and the bargaining unit member's physician.

14.3.2 Contract/regular bargaining unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from once sick leave provisions have been exhausted. The date on which the bargaining unit member shall resume duties shall be the day after the disability is ended as determined by the bargaining unit member on leave and the bargaining unit member's physician. The leave shall not exceed twelve (12) months per occurrence. The first-level manager shall inform the appropriate administrator with reasonable advance notice of the bargaining unit member's anticipated date of return.

14.4 Occupational Injury/Illness Leave

14.4.1 A bargaining unit member who is absent from duty because of illness or injury resulting from an accident or condition which qualifies under Occupational and Workers' Compensation Insurance shall be granted an occupational leave not to exceed sixty (60) days for the same accident in any one (1) fiscal year. Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received from the District Workers' Compensation Insurance Administrator. When the leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due to him or her for the same illness or injury.

14.4.2 Only absences which are supported by a doctor's certificate and have been verified by the District Workers' Compensation Insurance Administrator to be the result of a work-connected injury or illness can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the bargaining unit member's personal illness leave or other appropriate leave.

14.4.3 Should the bargaining unit member's absence due to an occupational injury or illness extend beyond sixty (60) days, the bargaining unit member shall be entitled to use accrued personal illness leave until temporary disability benefits cease, until he or she returns to duty, or until personal illness credits have been used up, whichever is sooner.

14.4.4 During any period a bargaining unit member is receiving only a regular salary from the District, the bargaining unit member is required to endorse over to the District all temporary disability benefits received from the District Workers' Compensation Insurance Administrator. Charges to the bargaining unit member's leave balances shall be as follows:

- a) Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the District Workers' Compensation Insurance Administrator.
- b) Personal illness leave shall be reduced only by that amount necessary to provide a full day's salary when added to temporary disability benefits.

14.4.5 A bargaining unit member who is absent because of a work-connected injury or illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed one's full salary during the period of absence.

14.4.6 A bargaining unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

14.4.7 When all available leaves of absence, paid or unpaid, have been exhausted, and if the bargaining unit member is not medically able to assume the duties of his or her position, he or she may be placed on unpaid leave of absence, at which time he or she shall be granted paid health insurance benefits in the same manner as though he or she were an active regular bargaining unit member of the District.

14.5 Personal Necessity

14.5.1 A bargaining unit member may use up to six (6) days of accumulated sick leave per year as personal necessity.

14.5.2 A personal necessity is defined as an activity which is serious in nature, cannot be reasonably disregarded, can only be performed during the normal school day, and cannot be performed before or after regular school hours. Paternity leave, death in the family, accident involving the bargaining unit member or property, certain types of medical and dental services, or other compelling personal reasons are included as personal necessity leave. Absences for social or recreational activities, departing early or returning late for duty, are not defined as personal necessity.

Each full-time bargaining unit member shall be entitled to use each academic year two (2) days of personal necessity leave for the purpose of conducting personal business. Bargaining unit members with hourly assignments shall be entitled to use this provision for two (2) assignment days per academic year. In order to minimize disruptions to the educational process, at least 48 hour written notification to the first-level manager is required.

To further minimize disruptions to the educational process, faculty members will be present during the first instructional week of the term and the final exam period of each term. Use of personal business days during this time may be approved by the first-level manager under extenuating circumstances. Proper documentation must accompany these requests.

14.5.3 Under no circumstances shall personal necessity leave be used by the bargaining unit member to participate in Association activities or a concerted job action as outlined in Article 8.

14.5.4 The use of this leave due to a death in the immediate family would be in addition to bereavement leave set forth in Section 14.7 below.

14.5.5 The bargaining unit member may be required to submit a written statement to substantiate the personal necessity leave.