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 faculty member is entitled to one (1) day sick leave for each month of paid service including sabbatical leave. If the faculty 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 shall be used in accordance to the following provisions:

a) Sick leave may not be used prior to the effective date of employment.

b) Sick leave benefits may be transferred from other public school employment at the written request of the faculty member and credited to the faculty member in accordance with the requirements and procedures of the California Education Code.
c) Sick leave benefits shall be canceled with the District when a faculty 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.

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

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

f) For full-time faculty 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

g) Each faculty member shall be entitled to leave consistent with Education Code Section 87780.1 to care for one’s child after the birth of the child of the employee or the placement of a child with the employee in connection with adoption or foster care. Such leave requires prior notification to the first-level manager and must be used during the 12 months after the birth or placement of a child with the parent through adoption or foster care.

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 non-instructional 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 Each faculty member may use up to six (6) days of accumulated sick leave per year as personal necessity in accordance with the provisions below:

a) 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. Examples of personal necessity include but are not limited to: accident involving the bargaining unit member or property, certain types of medical and dental services, or other compelling personal reasons. Absences for social or recreational activities, departing early or returning late for duty, are not defined as personal necessity.

b) Each full-time faculty member shall be entitled to use each academic year two (2) days of personal necessity leave for the purpose of conducting personal business. Faculty 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.

c) Each faculty member may use up to six (6) days of accumulated sick leave per year to attend to an illness of a child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, or sibling. In the event the faculty member has used personal necessity during the year for purposes other than attending to the illness of an immediate family member, this entitlement shall still apply.

14.5.2 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.

14.5.3 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.

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

14.6 Family Care

Sick leave may be used for family care as identified below and shall not exceed four (4) days in an academic year. The time off will be deducted from accrued sick leave. An extension of absence may be granted at the discretion of the superintendent/president, subject to the approval of the Governing Board.

a) Parental
   A faculty member who becomes the natural (e.g., birth or surrogate) or adoptive parent of a child shall be entitled to Family Care leave immediately after birth or completion of
appropriate adoption papers. Documentation shall be submitted to Human Resources within thirty (30) days of the event.
b) Catastrophic

A faculty member shall be entitled to Family Care leave for catastrophic care of an immediate family member.

14.7 Bereavement Leave

No deduction in salary or sick leave entitlement shall be made for absence due to death in the immediate family. Not more than three (3) days' absence, or five (5) days if out-of-state travel is necessary, shall be allowed under this section. All days must be taken within ninety (90) calendar days following the death of the family member.

Inclusion of any other family members or any extension of the absence may be granted at the discretion of the superintendent/president, upon recommendation of the Chief Instructional Officer.

14.8 Judicial Leave

Judicial leave shall be granted to regular/contract bargaining unit members without loss of pay when the bargaining unit member must respond to a subpoena for jury duty or is officially required to appear on behalf of the District in litigation. Judicial leave shall be granted to part-time bargaining unit members for up to five (5) days without loss of pay when the bargaining unit member must respond to a subpoena for jury duty. Jury fees will be endorsed back to the District, and official court verification indicating the specific days of jury service must be attached to the District absence form. However, once the above noted five (5) days have been exhausted, the part-time faculty member may retain the jury compensation. Due to special circumstances, the part-time faculty member may request an extension of paid judicial leave which may be granted by the appropriate administrator responsible for the Office of Human Resources.

14.9 Legislative Leave

A regular bargaining unit member elected to the Legislature shall be granted an unpaid leave of absence from the duties as an employee of the District. Within six (6) months after the term of office expires, the employee is entitled to return to the position held at the time of election. The bargaining unit member shall notify the District of the intention to return at least four (4) months in advance.

14.10 Sabbatical Leave

Sabbatical leaves will be limited to professional growth activities; i.e., activities which subsequently relate to the person's assignment.

A maximum of two and one-half (2.5) percent of the prior academic year regular full-time bargaining unit members may be permitted sabbatical leaves each academic year. In determining the 2.5 percent, the District shall use the standard rounding rules to the nearest whole number. The Governing Board may, at its sole discretion, approve or disapprove sabbatical leaves.

Faculty who are granted sabbatical leaves will not be eligible to retain any District assignment, unless it’s part of the sabbatical design.

If a regular faculty member receives an overall evaluation of “Needs Improvement” or “Unsatisfactory,” that faculty member will not be eligible for a sabbatical leave unless and until the faculty member’s evaluation has been determined to be satisfactory.
In the event that a sabbatical leave has been approved prior to the receipt of a “Needs Improvement” or “Unsatisfactory” evaluation, said sabbatical shall be revoked until the successful completion of a remedial/development plan and the faculty member’s evaluation has been determined to be satisfactory.

14.10.1 Application for sabbatical leaves will be made in writing using the appropriate form. By October 1 of the preceding academic year, the form will be sent to Human Resources to certify the employee has met the service requirements, is in good standing, and meets other contractual and legal conditions for the requested sabbatical. Upon certification by Human Resources, the form will be forwarded to the appropriate first-level manager who will determine whether the requested leave presents any major difficulties for the ongoing activity of the educational program. Upon recommendation by the first-level manager, the form will be forwarded to Faculty Senate by November 1. Faculty Senate will ensure the application has appropriate content and objectives that are likely to enhance professional development of the applicant and the educational program of the district. After Faculty Senate recommendation, the Chief Instructional Officer, through the superintendent/president, shall make a recommendation based on academic and professional criteria as agreed upon by Faculty Senate and the CIO, to the Governing Board.

14.10.2 The request for a single or multiple term, (not to exceed one (1) academic year) sabbatical leave as provided for in Section 14.10.7 shall be submitted to the Chief Instructional Officer or designee on or before January 15 of the preceding academic year.

14.10.3 If recommended applications exceed two and one-half (2.5) percent, first priority will be greater number of years of consecutive service without a sabbatical; second priority will be lesser number of previous sabbaticals; third priority will be seniority (based on seniority number).

14.10.4 The bargaining unit members' pay will be computed on the bargaining unit members' base salary on the appropriate contract/regular salary schedule.

14.10.5 One hundred (100) percent of the base salary for a single-semester sabbatical or eighty (80) percent of the base salary for a one (1)-year sabbatical will be paid.

14.10.6 The bargaining unit member must submit a detailed report of the activities during the leave. The report must be received by the Faculty Senate no later than Friday of the fourth week of instruction, after the return to regular assignment, as shown on the current Academic Calendar. The report must be received by the Chief Instructional Officer no later than Friday of the eighth week of instruction. Due to special circumstances, a time extension may be granted by the Chief Instructional Officer. Failure to carry out the sabbatical plan as approved by the Governing Board, and/or to file the required report, will result in leave pay repayment to the District.

14.10.7 A sabbatical leave may be granted in separate units rather than for a continuous combined leave, provided it shall be commenced and completed within a three (3) year period. Faculty members applying for sabbatical leave must indicate at the time of application if the sabbatical leave is to be taken in separate units or for a continuous combined leave.

14.10.8 Every bargaining unit member, as a condition of being granted a sabbatical leave of absence, shall agree in writing to render a period of service which is equal to twice the
period of the leave in the employ of the Governing Board of the District after returning from the leave of absence.
14.10.9 The bargaining unit member shall be compensated while on sabbatical leave in the same manner as if the member was on duty in the District. The bargaining unit member shall provide the District with a suitable bond equal to the paid salary, fringe benefits, and retirement contribution. The bond shall indemnify the District against loss in the event the member fails to return to service for a period equal to twice the time on sabbatical leave or fails to comply with the provisions of the approved sabbatical plan. This bond shall be received by the Office of Human Resources no later than sixty (60) calendar days prior to the start of the sabbatical. Otherwise, the sabbatical is denied. Due to special circumstances, a time extension may be granted by the Chief Instructional Officer or designee. Should the faculty member not return to the District, not serve the requisite term after returning, or otherwise fail to fulfill the obligation, that person shall repay the District the full salary received while on sabbatical, plus fringe benefits and retirement contributions, paid by the District. Should the faculty member return for a portion of the required period, the repayment shall be reduced proportionately. The District shall waive repayment in the event that the failure by the faculty member to meet the obligation is caused by a mental or physical disability or by the death of the faculty member.

14.11 Military Leave

A military leave of absence will be granted to contract/regular bargaining unit members pursuant to the California Education Code. A copy of the official orders requiring the bargaining unit member to report to active duty shall be submitted promptly to the Office of Human Resources.

Under declaration of war or a declared presidential emergency, a contract/regular bargaining unit member who is granted military leave will earn service increments the same as if teaching. The contract/regular bargaining unit member shall be paid regular salary at the time the leave is granted for a period of time of up to thirty (30) service days maximum in any fiscal year.

14.12 Miscellaneous

14.12.1 Unless otherwise provided for in this Article, bargaining unit members, while on paid leave of absence, shall be entitled to:

a) Return to the same general classification of position at the end of the leave which was held prior to the granting of the leave.

b) Continued insurance benefits.

c) Receive credit for annual salary increments granted during leave except in cases of sick leave or part-time assignment where service is not rendered for seventy-five (75) percent of the days in the academic calendar.

14.12.2 A bargaining unit member on unpaid leave of absence shall be entitled to:

a) Return to the same general classification of position at the end of the leave which was held prior to the granting of the leave.

b) The option to continue insurance benefits at the bargaining unit member's expense, provided eligibility requirements are met and any voluntary plan permits the continuation. It shall be the employee's responsibility to pay the first and last month’s premium in advance. Thereafter, the appropriate amount is to be received by the District monthly. Failure to abide by the payment provisions will result in termination of the benefits.
14.12.3 Absence of bargaining unit members at the beginning of each new term:

a) Each bargaining unit member has the obligation to attend the first general staff and school/area meetings on convocation day.

b) A bargaining unit member may be excused from these obligations by request through the first-level manager to the appropriate administrator because of illness or conflicting dates for activities that can increase the member's effectiveness in the work at Chaffey College; e.g., a study grant, a summer teaching position, attending summer sessions, employment related to the teaching field.

14.12.4 Approval for an absence to attend a convention, association meeting, or organizational conference is requested through the first-level manager to the appropriate administrator and shall be made well in advance. Attendance at the aforementioned shall not be counted for unit advancement unless it meets the criteria under Section 22.2.2 (Column Advancement).

14.12.5 Leaves without pay not to exceed one (1) academic year may be granted to regular bargaining unit members. Requests are to be made through the first-level manager to the appropriate administrator. Criteria to be used in evaluation of the request include:

a) Impact on the educational program.

b) Appropriateness of the request to the individual bargaining unit member's assignment.

c) Benefit to the District.

14.12.6 Absences other than those specified herein will be at the expense of the individual bargaining unit member.

14.13 Retraining Leave

14.13.1 When in the opinion of the District it is necessary for a regular bargaining unit member to be retrained (e.g., through employment, in-service, internship, or coursework, etc.) during an academic year, such leaves may be granted with the consent of the bargaining unit member subject to the following criteria:

a) On-the-job experience is necessary to maintain recency in the field, improve teaching skills, and/or to keep up with changing technology.

b) Changing community needs require retraining of the regular bargaining unit member for service in an existing or other area.

c) There is a direct relationship to a bargaining unit member's current assignment.

d) There is evidence that no other responsible alternative is available.

14.13.2 Whenever the intensive in-service training provides compensation, District compensation for the leave will be the difference between the current faculty contract and the training compensation. Existing bargaining unit member fringe benefits shall be maintained unless comparable benefits are provided by the in-service employer. Neither degree nor unit advancement credit for in-service training shall be granted.
However, the period of time a bargaining unit member spends in in-service training shall count toward service increments.

14.13.3 In accordance with current and/or anticipated needs of the District, and in an effort to maintain continued employment within the District, the District and the Association acknowledge that the primary responsibility for in-service/retraining resides with the bargaining unit member. In support of this effort, the District will develop a retraining plan and may use reassigned time as appropriate in consultation with the bargaining unit member.

14.13.4 Schools, areas, and the Faculty Senate, acting as a committee of the whole, may make recommendations regarding in-service training projects. Such recommendations shall be presented through the Chief Instructional Officer to the superintendent/president for Governing Board approval.

14.14 Reduced Workload

Regular bargaining unit members with at least ten (10) years of full-time service to the District are eligible for a reduced workload assignment.

14.14.1 The following conditions must be met to be eligible for a reduced workload:

a) The reduction in workload must be administered in accordance with California Education Code, Section 87483.

b) The employee must have reached the age of fifty-five (55) prior to reduction in workload.

c) The employee must have had five (5) years of full-time faculty employment with the District, without a break in service, immediately preceding the reduction. Sabbatical leaves shall not constitute a break in service. Time spent on a sabbatical leave shall not be used in computing the five (5)-year full-time service requirement.

d) The employee must have at least ten (10) years of full-time faculty experience with the District.

e) A request for a reduced workload must be submitted in writing to the appropriate first-level manager on or before February 1 of the preceding academic year. Due to special circumstances, a time extension may be granted by the Chief Instructional Officer or designee.

f) The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee’s contract of employment during his or her final year of service in a full-time position. (The employee must work at least 50.00 FTEF).

Faculty on reduced workloads may apply for continued reduced workload status for up to ten (10) years on a year-to-year basis according to the above procedure.

14.14.2 Once the assignment is granted, the reduced workload assignment may be revoked only with the mutual consent of the employee and employer. The reduction in workload will be effective for up to one (1) academic year’s service upon approval of the Governing Board.