

**TENTATIVE AGREEMENT**  
**ARTICLE 11: LEAVES**

**Section 11.1.** Illness Leave. Each Faculty Member shall be credited illness leave at the beginning of each academic year. Unused illness leave may be accumulated indefinitely. This annual credit for illness leave need not be accrued prior to taking leave by the employee. Illness leave will be earned annually on the basis of days of service for full-time Faculty Members as follows:

<u>Days of Service</u>	<u>Days of Illness Leave Earned</u>
170-190	10
191-210	11
211-230	12

**Section 11.1.1** Accumulated illness leave may be used in any semester or session (Fall Semester, Spring Semester, Summer Session, and Winter Intersession) in which the unit member has an assignment.

**Section 11.1.2** Computation of Sick Leave Deduction during Fall and Spring:

Instructional Unit Members: Each workday is considered eight hours, even if the time worked is less or more. Usage is in half day (four hour) and full day (eight hour) increments. The leave deducted will be in proportion to the amount of the day missed. An absence of a full week equals 40 hours, regardless of the number of days scheduled during the week.

Example: A unit member is scheduled to teach four classes over ten hours. They are absent for the full day. The deduction is eight hours. The same unit member is absent for two classes on the same day the following week. The deduction is four hours.

Non-Instructional Unit Members: Each workday is considered eight hours. Leave deductions are taken on an hour by hour basis up to eight hours. An absence of a full week equals 40 hours. Teaching overload is deducted in the same manner as 11.1.3.3.

**Section 11.1.3** Sick Leave related to summer/intersession

**11.1.3.1** Accumulation of Sick Leave. Unit members will earn sick leave for summer/intersession at the same rate as Adjunct Faculty. This leave will accumulate indefinitely.

**11.1.3.2** Use of Sick Leave. Leave accumulated during summer or intersession may be used at any time the unit member has an assignment.

**11.1.3.3 Computation of Sick Leave Deduction.** A member's absence from a summer or intersession assignment shall be charged against the member's sick leave accumulation. The actual amount of sick leave charged shall be based on the same rate at which sick leave is accrued.

**Section 11.2.** In any academic year, pursuant to California Labor Code Section 233, each Faculty Member may use one-half of the member's accrued and available leave, up to a maximum of one-half of the member's current year's annual accrual of illness leave provided for by this section for illness or injury of a parent, child, spouse, or domestic partner.

**Section 11.3.** Faculty Members who are absent from their duties for a period of five months or less on account of illness or accident, and who have exhausted the sick leave provided in **Section 11.1**, shall be compensated in accordance with the provisions of Education Code Section 87780 or 87786, whichever provides the higher salary for the Faculty member on leave.

**Section 11.3.1.** Faculty Members who are absent from their duties for a period of five months or less on account of illness or accident, must exhaust sick leave before accepting compensation in accordance with the provisions of Education Code Section 87780.

**Section 11.4. Personal Necessity Leave.**

- (a) A Faculty Member may be absent from duty without loss of pay for duty days, not to exceed seven (7) days in any academic year, for reasons of personal necessity, with such leave charged against earned sick leave.
- (b) Available days may be used for purposes deemed by the Faculty Member to be of a compelling nature, the nature of which cannot be attended to outside of regularly scheduled duty days. Before utilization of personal necessity leave, when the leave is foreseeable, a Faculty Member shall arrange leave at a time which is mutually acceptable to the Faculty Member and his/her supervisor and obtain prior approval from the appropriate management/supervisory person.
- (c) Purposes for which personal necessity leave may be used to include:
  - 1. Death of a person significant to the Faculty Member;
  - 2. An accident or emergency illness involving the Faculty Member's person or property or the person or property of the Faculty Member's immediate family (as defined in **Section 3.15 of ARTICLE 3**), or designated person.
  - 3. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any other order made with jurisdiction;
  - 4. Urgent personal business which requires presence at or in a time frame which falls within the Unit Member's regular work day, and which cannot be arranged outside of the Unit Member's normal work day.

**Section 11.5. Family Care Leave.** In accordance with the provisions of Government Code Section 12945.2 (CFRA) and the Federal Family and Medical Leave Act (FMLA) of 1993, each Faculty Member shall be eligible for an unpaid leave of absence, not to exceed twelve (12) working weeks (60 working days) (26 weeks for military caregiver leave) in a twelve (12) month period for

the following purposes and under the enumerated conditions:

- (a) Leave because of: (1) the birth of a child of the Faculty Member, within one year of the child's birth; (2) to enable the faculty member to care for a child within one year of the child's adoption or receipt into foster care; (3) the serious health condition of a child, parent, spouse or domestic partner of the Faculty Member; (4) a serious health condition that makes the Faculty Member unable to perform the functions of the position, except that CFRA leave shall not apply to medical leave related to the pregnancy of a member; (5) a qualifying exigency as defined by the law; and (6) a military caregiver as provided by law.
- (b) Faculty Member shall retain all employment rights during the leave period and shall be guaranteed the right to return to the same or a similar position at the end of the leave period.
- (c) Family Care Leave is to be used in conjunction with and coordinated with the "Personal Necessity Leave" provided in this Article, **Section 11.4** Personal Necessity Leave.
- (d) A Faculty Member who uses Pregnancy Disability Leave pursuant to Section 11.9 of this Article, shall exhaust her Family and Medical Care Leave concurrently with the Pregnancy Disability Leave. However, CFRA leave shall not run concurrently with Pregnancy Disability Leave.
- (e) Faculty Members on Family Care Leave shall continue to be eligible for membership in the District health and welfare plans as those plans are described under **ARTICLE 10: HEALTH AND WELFARE BENEFITS**, of the Agreement. ~~If the Faculty Member fails to return to work when the leave expires for a reason other than the continuation, recurrence or onset of a serious health condition that would entitle the Faculty Member to leave under existing law, or other circumstances beyond the Faculty Member's control, the District will recover the premium which was paid for maintaining health coverage during the Faculty Member's leave.~~
- (f) The District will require certification which indicates the medical necessity for requesting leave and the expected duration of such leave if the Faculty Member is requesting leave because of a serious medical condition.
- (g) If the need for the leave is foreseeable, Faculty Member is required to make a reasonable effort to schedule the leave at a time which would least disrupt ~~his or her~~ **their** service to the College. Requests for leave should be submitted with as much advance notice as possible.

**Section 11.5.1. Parental Leave.** In accordance with Education Code section 87780.1, parental leave is leave for reason of the birth of a child of the Faculty Member, or the placement of a child with a Faculty Member in connection with the adoption or foster care of the child by the Faculty Member.

Parental leave must be taken within 12 months of the date of birth/placement of the child. The 12 work weeks do not have to be taken consecutively, but must be taken in blocks of at least two work weeks at a time. The 12 weeks are work weeks, so if a Faculty Member is scheduled to work four days a week, they are entitled to 12 four-

day weeks off. Faculty Members shall provide reasonable notice to the District prior to utilizing parental leave.

When a Faculty Member has exhausted all available illness leave and continues to be absent from ~~his/her~~ ~~their~~ duties on account of parental leave, the amount deducted from the salary due ~~him/her~~ ~~to them~~ for any of the remaining portion of the 12-work week period in which the absence occurs will be paid pursuant to Article 11.3 for up to 12 work weeks after exhausting all accumulated illness leave.

Eligible Faculty Members employed by the District for a period of 12 months prior to taking the parental leave are not required to have worked 1,250 hours for the District in the year preceding the leave as required under CFRA/FMLA. As academic unit members, the requirement of 12 months is satisfied by completing two consecutive semesters. Summer/winter intersession is not counted in the calculation of 12 months.

Faculty members are only entitled to one 12-workweek period of parental leave in any 12-month period.

If both parents are employees of the District, ~~both~~ ~~each~~ shall ~~each~~ be entitled to take up to twelve weeks of parental leave.

**Section 11.6. Bereavement Leave.** A Faculty Member is entitled to three (3) days of leave for the death of any member of the Faculty Member's immediate family and five (5) days for the death of an immediate family member when travelling out of state or travel of more than 350 miles one way is required. These days do not need to be taken consecutively, however ~~they all entitlement,~~ ~~3 or 5 days,~~ must be taken within 30 calendar days from the initial use ~~eight (8) calendar days.~~ Bereavement days must be taken within three months from date of death. Unusual circumstances which do not fall within the ~~three months~~ ~~eight (8) day~~ guideline require administrative approval. A Faculty Member may use personal leave to extend their bereavement leave.

**Section 11.7. Jury Leave.** A Faculty Member shall be granted leave at full pay when regularly called for jury duty. As soon as the Faculty Member receives the order calling him or her to jury duty, the Faculty Member must present a copy of the order to the Human Resources Office and notify the appropriate Dean. The District shall not discourage employees from accepting jury service. The District reserves the right to discuss with the Faculty Member the practicality of seeking exemption and/or deferment when jury service would materially disrupt District operations. Fees received by the Faculty Member, excluding travel and subsistence expenses, shall be remitted to the District.

**Section 11.8. Subpoena Leave.** Each Faculty Member shall be granted leave at full pay when subpoenaed as a witness, other than as a defendant or plaintiff, in a criminal or civil trial which has resulted directly from an incident which took place during any District sponsored

activity including all class and laboratory sessions, Associated Student Body sponsored events, Athletic contests or required meetings held either on or off the college's campuses. Such leave shall be restricted to personal appearance under a subpoena issued by a court of competent jurisdiction, and only in matters as defined above. All leave for appearances as a witness other than those described above shall be granted only under the provisions of **Section 11.4** Personal Necessity Leave, or, with the approval of the appropriate Vice President as unpaid leave.

**Section 11.9. Pregnancy Disability Leave.** Upon written request, accompanied by verification from a licensed physician, pregnancy disability leave of absence without pay will be granted a Faculty Member who is disabled by pregnancy. Such leave shall be for a term of one academic year or less and shall terminate with the beginning of either the Fall or Spring semesters. Faculty Members returning from pregnancy disability leave shall be required to provide advance notice of their return to the same extent as employees returning after a period of extended illness or disability unrelated to pregnancy. Faculty Member may be returned to a temporary assignment different from that which she left should her return come at a time other than the beginning of a semester. Each Faculty Member returning from pregnancy disability leave will be required to submit a statement from a licensed physician attesting to the Faculty Member's fitness to return to duty, to the same extent that employees returning to duty as employees returning after a period of extended illness or disability unrelated to pregnancy. Requests for pregnancy disability leave shall be submitted to the Office of Human Resources at least one month prior to the foreseeable start date of the leave, or as soon as possible in the case of an emergency or unexpected need for leave. Faculty Members on unpaid pregnancy disability leave shall have the right to maintain all benefits by paying the full cost of the premium of such benefits. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are for all job-related purposes temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

**Section 11.10. Unpaid Leaves.** Upon recommendation of the Vice President of Human Resources and Employee Relations, and the Superintendent/President, the Board of Trustees may grant an unpaid leave of absence upon petition of a Faculty Member. Such unpaid leave, if granted, shall not be counted toward seniority or salary advancement. Such leave does not guarantee that Faculty Member shall be returned to the same assignment as that which was left. Faculty Member shall be entitled to return to a position in a class of employment within the bargaining unit for which the Faculty Member is credentialed or otherwise qualified. Unpaid leaves shall not exceed a term of one year. The Board of Trustees may extend the leave year-to-year for a total leave of not greater than three

(3) years. Faculty Member must notify the District of Faculty Member's intent to return or not to return to regular status no later than three (3) calendar months prior to such return. The Faculty Member on unpaid leave of absence shall have the right to maintain all benefits by paying the full cost of the premium for such benefits. If a change is proposed in the position held by a Faculty Member prior to going on leave, the returning Faculty Member is entitled to the same prior notice and opportunity as would be afforded any other Faculty Member.

**Section 11.11. Sabbatical Leaves:** Sabbatical Leaves may be granted by the Board of Trustees as follows:

On the recommendation of the President, the Board of Trustees may permit Faculty Members to take sabbatical leaves for the purpose of self-improvement and benefits to the District. Applicants On the recommendation



sabbatical leaves for the purpose of self-improvement and benefits to the District. Applicants for sabbatical leaves must file a program of study, research, writing or travel, and must submit a report upon return from leave, the nature of which shall be determined for each individual applicant. The report shall be submitted to the Sabbatical Leave Committee and the Committee shall be responsible for depositing a copy with the College Librarian.

A maximum of 4% of the Faculty may be on sabbatical at any one time.

Qualified Faculty Members may be permitted to choose one of the following alternatives after 7 consecutive years of full-time certificated service:

- One academic year at full pay;
- One semester at full pay;
- Two alternating semesters at full pay

Faculty choosing to use alternating semester option must submit a plan which justifies the alternative in terms of a need to complete the proposed project, or in terms of a special consideration for continuity of College operations.

A further eligibility requirement for sabbatical leave is that the Faculty Member return for at least two years of service after the completion of sabbatical leave. Applicable regulations for the administration of this policy shall be adopted by administration in consultation with the Sabbatical Leave Committee and the local chapter of the California Teachers Association.

In accordance with the requirements of the last paragraph of the Policy, the Parties have agreed on the procedures and forms contained in the document "SABBATICAL LEAVE PROCEDURES" attached hereto as **Appendix D**.

**Section 11.11.1** Load banked time cannot be combined with a sabbatical leave either before or after a sabbatical leave is granted to create an absence of greater than one (1) year in length.

**Section 11.12.** ~~Catastrophic Illness and Injury Leave Bank: institution of a bank per Education Code 87045. Starting Fall 2020, a joint task force of three representatives from the Association and three from the District to review and make recommendations per Ed Code section 87045. The committee in turn will make recommendations back to the negotiations team for review and approval.~~ In the event of a catastrophic illness or injury which is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. A tenured unit member who has participated in the Catastrophic Leave Program as defined in AP 3950 may have access to additional paid time off.

**Section 3.15.** "Immediate Family Member" shall include a Faculty Member's mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, brother, sister, grandparent, grandchild, domestic partner, or any minor or other legal dependent living in the immediate household of the Faculty Member. Additionally, unit members may designate one person per twelve (12) month period who is not listed above as an immediate family member.

**FOR DCCD**



Diana Galinde  
Vice President, Human Resources  
& Employee Relations  
Desert Community College District

**FOR CODFA**

  
Oceana Collins (Oct 11, 2023 06:48 PDT)

Oceana Collins  
Chapter President  
College of the Desert Faculty Association

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**Section 11.3.** Faculty Members who are absent from their duties for a period of five months or less on account of illness or accident, and who have exhausted the sick leave provided in **Section 11.1**, shall be compensated in accordance with the provisions of Education Code Section 87780 or 87786, whichever provides the higher salary for the Faculty member on leave.

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- (c) Purposes for which personal necessity leave may be used to include:
  - 1. Death of a person significant to the Faculty Member;
  - 2. An accident or emergency illness involving the Faculty Member's person or property or the person or property of the Faculty Member's immediate family (as defined in **Section 3.15 of ARTICLE 3**), or designated person.
  - 3. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any other order made with jurisdiction;
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- (f) The District will require certification which indicates the medical necessity for requesting leave and the expected duration of such leave if the Faculty Member is requesting leave because of a serious medical condition.
- (g) If the need for the leave is foreseeable, Faculty Member is required to make a reasonable effort to schedule the leave at a time which would least disrupt their service to the College. Requests for leave should be submitted with as much advance notice as possible.

**Section 11.5.1. Parental Leave.** In accordance with Education Code section 87780.1, parental leave is leave for reason of the birth of a child of the Faculty Member, or the placement of a child with a Faculty Member in connection with the adoption or foster care of the child by the Faculty Member.

Parental leave must be taken within 12 months of the date of birth/placement of the child. The 12 work weeks do not have to be taken consecutively, but must be taken in blocks of at least two work weeks at a time. The 12 weeks are work weeks, so if a Faculty Member is scheduled to work four days a week, they are entitled to 12 four-

day weeks off. Faculty Members shall provide reasonable notice to the District prior to utilizing parental leave.

When a Faculty Member has exhausted all available illness leave and continues to be absent from their duties on account of parental leave, the amount deducted from the salary due to them for any of the remaining portion of the 12-work week period in which the absence occurs will be paid pursuant to Article 11.3 for up to 12 work weeks after exhausting all accumulated illness leave.

Eligible Faculty Members employed by the District for a period of 12 months prior to taking the parental leave are not required to have worked 1,250 hours for the District in the year preceding the leave as required under CFRA/FMLA. As academic unit members, the requirement of 12 months is satisfied by completing two consecutive semesters. Summer/winter intersession is not counted in the calculation of 12 months.

Faculty members are only entitled to one 12-workweek period of parental leave in any 12-month period.

If both parents are employees of the District, each shall be entitled to take up to twelve weeks of parental leave.

**Section 11.6. Bereavement Leave.** A Faculty Member is entitled to three (3) days of leave for the death of any member of the Faculty Member's immediate family and five (5) days for the death of an immediate family member when travelling out of state or travel of more than 350 miles one way is required. These days do not need to be taken consecutively, however all entitlement, 3 or 5 days, must be taken within 30 calendar days from the initial use. Bereavement days must be taken within three months from date of death. Unusual circumstances which do not fall within the three months guideline require administrative approval. A Faculty Member may use personal leave to extend their bereavement leave.

**Section 11.7. Jury Leave.** A Faculty Member shall be granted leave at full pay when regularly called for jury duty. As soon as the Faculty Member receives the order calling him or her to jury duty, the Faculty Member must present a copy of the order to the Human Resources Office and notify the appropriate Dean. The District shall not discourage employees from accepting jury service. The District reserves the right to discuss with the Faculty Member the practicality of seeking exemption and/or deferment when jury service would materially disrupt District operations. Fees received by the Faculty Member, excluding travel and subsistence expenses, shall be remitted to the District.

**Section 11.8. Subpoena Leave.** Each Faculty Member shall be granted leave at full pay when subpoenaed as a witness, other than as a defendant or plaintiff, in a criminal or civil trial which has resulted directly from an incident which took place during any District sponsored activity including all class and laboratory sessions, Associated Student Body sponsored events, Athletic contests or required meetings held either on or off the college's campuses. Such leave shall be restricted to personal appearance under a subpoena issued by a court of competent jurisdiction, and only in matters as defined above. All leave for appearances as a witness other than those described above shall be granted only under the provisions of **Section 11.4 Personal Necessity Leave**, or, with the approval of the appropriate Vice President as unpaid leave.

**Section 11.9. Pregnancy Disability Leave.** Upon written request, accompanied by verification from a licensed physician, pregnancy disability leave of absence without pay will be granted a Faculty Member who is disabled by pregnancy. Such leave shall be for a term of one academic year or less and shall terminate with the beginning of either the Fall or Spring semesters. Faculty Members returning from pregnancy disability leave shall be required to provide advance notice of their return to the same extent as employees returning after a period of extended illness or disability unrelated to pregnancy. Faculty Member may be returned to a temporary assignment different from that which she left should her return come at a time other than the beginning of a semester. Each Faculty Member returning from pregnancy disability leave will be required to submit a statement from a licensed physician attesting to the Faculty Member's fitness to return to duty, to the same extent that employees returning to duty as employees returning after a period of extended illness or disability unrelated to pregnancy. Requests for pregnancy disability leave shall be submitted to the Office of Human Resources at least one month prior to the foreseeable start date of the leave, or as soon as possible in the case of an emergency or unexpected need for leave. Faculty Members on unpaid pregnancy disability leave shall have the right to maintain all benefits by paying the full cost of the premium of such benefits. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are for all job-related purposes temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

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**Section 11.11. Sabbatical Leaves:** Sabbatical Leaves may be granted by the Board of Trustees as follows:

On the recommendation of the President, the Board of Trustees may permit Faculty Members to take sabbatical leaves for the purpose of self-improvement and benefits to the District. Applicants On the recommendation of the President, the Board of Trustees may permit a Faculty Member to take sabbatical leaves for the purpose of self-improvement and benefits to the District. Applicants for sabbatical leaves must file a program of study, research, writing or travel, and must submit a report upon return from leave, the nature of which shall be determined for each individual applicant. The report shall be submitted to the Sabbatical Leave Committee and the Committee shall be responsible for depositing a copy with the College Librarian.

A maximum of 4% of the Faculty may be on sabbatical at any one time.

Qualified Faculty Members may be permitted to choose one of the following alternatives after 7 consecutive years of full-time certificated service:

- One academic year at full pay;
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- Two alternating semesters at full pay

Faculty choosing to use alternating semester option must submit a plan which justifies the alternative in terms of a need to complete the proposed project, or in terms of a special consideration for continuity of College operations.

A further eligibility requirement for sabbatical leave is that the Faculty Member return for at least two years of service after the completion of sabbatical leave. Applicable regulations for the administration of this policy shall be adopted by administration in consultation with the Sabbatical Leave Committee and the local chapter of the California Teachers Association.

In accordance with the requirements of the last paragraph of the Policy, the Parties have agreed on the procedures and forms contained in the document "SABBATICAL LEAVE PROCEDURES" attached hereto as **Appendix D**.

**Section 11.11.1** Load banked time cannot be combined with a sabbatical leave either before or after a sabbatical leave is granted to create an absence of greater than one (1) year in length.

**Section 11.12.** In the event of a catastrophic illness or injury which is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. A tenured unit member who has participated in the Catastrophic Leave Program as defined in AP 3950 may have access to additional paid time off.

**Section 3.15.** "Immediate Family Member" shall include a Faculty Member's mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, brother, sister, grandparent, grandchild, domestic partner, or any minor or other legal dependent living in the immediate household of the Faculty Member. Additionally, unit members may designate one person per twelve (12) month period who is not listed above as an immediate family member.