**ABSENSES, LEAVES AND SUBSTITUTES**

**ABSENSES**

Faculty who are absent must either complete a “Request for Leave” form (if they know ahead of time) or call the absence line, ext. 813, as soon as they determine they will miss class.

**LEAVES**

1. Conference or Meeting

The Chancellor or College President may grant to Regular and Contract I, II, and III members leave with pay to attend educational conferences and meetings which have as their purpose or theme programs which will improve the operation of the District, or, the ability of the employee to perform their duties more effectively.

12.8.1 Educational Conference Leave for Part-time Faculty: The Chancellor or College President may grant to part-time faculty and full-time faculty teaching A/C assignments leave with pay to attend educational conferences and meetings that have as their purpose or theme programs which will improve the operation of the District, or, the ability of the employee to perform their duties more efficiently. Part-time faculty and full-time faculty teaching A/C assignments on paid conference leave will be paid for their regularly scheduled hours while on paid conference leave.

1. Personal Necessity: Maximum of seven days per academic year deducted from accumulated sick leave. Personal necessity is the illness or death of a member of the immediate family (not covered by Family Leave or Bereavement Leave), an accident involving the member's person or property or the person or property of a member of the immediate family; appearance in court as a litigant or as a witness under official order; or, compelling personal business which cannot be conducted before or after the employee's regular assigned duty day.
2. Sick Leave: 12.7.1 Sick Leave Entitlement.

12.7.1.1 Sick leave entitlement of twelve (12) days a contract year shall be credited at the beginning of employment and at the start of each succeeding fiscal year (July 1) to full-time employees and shall accumulate from year to year. Fractional assignments shall receive

proportionate leave entitlement.

12.7.1.2 Sick leave for hourly teaching ("C" and ‘A/C’ contract) shall be earned at the rate of one (1) hour for each nine (9) hours taught.

12.7.1.3 Sick leave for temporary, "C", or ‘A/C’ contract counseling shall be earned at the rate of one (1) day for each twenty (20) days service.

12.7.1.4 Sick leave for temporary, "C", or ‘A/C’ contract service in other categories shall be credited at the rate of one (1) day for each full-time calendar month.

12.7.2 All sick leave shall be accumulated into one (1) entitlement for each employee, and,

all leave used shall be charged against the same account.

12.7.3 Sick leave shall be charged against the employee's entitlement at the rate of one (1) day or one (1) hour sick leave charged for each calendar day or hour absent, as applicable. Sick leave charged for partial day absences shall be computed according to the percentage of the week's assigned classes missed or the portion of the day's classes missed, whichever is the lesser amount. If office hours are missed, whether or not those hours are the faculty member’s only assignment for the day, 1/8 (.125) of a day of sick leave shall be deducted for each office hour missed. District “Procedures For Calculating Sick Leave For Full Time Faculty” shall be used in calculating sick leave.

* + 1. Employees must be in active employment or on paid leave to earn or use sick leave.

Employees on extended illness leave are eligible to earn or use sick leave whether or not they have reported for work on the first (1st) day of the school year. Sick leave may be applied only on those days when the employee is required to report for duty but cannot do so because of illness or injury. Employees who become ill or who are injured, but who are not required to report, may not be charged sick leave credits.

12.7.5 Members of the unit quarantined by a public health officer because of the illness of

another shall receive full pay and shall not have the absence charged against their accumulated sick leave.

12.7.6 Leave for maternity-related disability shall be in accordance with statutory requirements.

12.7.7 Credit for sick leave of absence need not be accrued prior to taking sick leave by

the unit member, and, such leave may be taken at any time during the fiscal year, not to exceed the balance of the unit member's sick leave entitlement through June 30 of that fiscal year.

12.7.8 Any unit member who is on paid status while on sick leave, or other paid leave, shall

continue to earn all leave benefits to which entitled if employed full-time. A unit member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits, but shall not accrue any additional sick leave benefits during such periods of absence.

12.7.9 When a unit member has exhausted his/her sick leave benefits and is absent from

work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall receive the difference, if any, between a substitute's salary, if hired, and his/her regular salary during the period of such absence to a maximum of five (5) school months within the regular college year.

12.7.10 Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code.

It shall be the responsibility of the unit member to notify the Chancellor's Office, in writing, of the name and address of the District by whom he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

12.7.11 All sick leave rights or accumulations shall be cancelled when a full-time unit member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing District upon request pursuant to the provisions of the Education Code.

12.7.12 Proof of Illness

12.7.12.1 Any unit member utilizing sick leave benefits under provisions of this Article shall provide the administration with a signed absence report, and if absent five (5) or more consecutive duty days, shall provide the administration, upon request, with a statement verifying his/her fitness to return to duty.

12.7.12.2 The District may require a physician's statement for absences of less than five (5) days where a pattern of absence can be shown or where there is cause to believe there is abuse of leave. A doctor's statement will not be necessary unless the employee has been warned in advance. The United Faculty will be notified if a warning has been given.

12.7.13 When a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be granted at the rate of one and two-tenths (1.2) days for each month of completed service.

12.7.14 The Chancellor or President, after notification to United Faculty, may no more than

once in any two-year period with regard to any one member, select a physician of District choice and expense to examine any unit member. The member shall be released from duties for all time required and there shall be no charge against the member's leave allowance during such visit or visits required for examination. Such examination shall be at reasonable times and places and under reasonable circumstances for the member and physician, and shall involve no more than one visit to any physician, office, clinic, or hospital, except as normally required to complete the examination. Examining physician reports, at District expense, shall be furnished

the member. District assumes full and sole responsibility for any damages/expenses arising from operation of this section, and indemnifies and holds harmless United Faculty from loss, liability or obligation arising from operation of this section.

12.7.15 Donation of Sick Leave: The District shall allow unit members to donate sick leave

to individual employees who have suffered long-term disabilities or illnesses. Donating unit members shall retain a thirty (30) day balance of sick leave after their donation and may donate no more than twenty-five (25) days of sick leave per year. The donation form is Appendix I.

1. Bereavement Leave

12.2.1 Leave of absence due to, and at the time of, the death of a member of the immediate family shall be granted to faculty employees of the District. Such leave shall be with pay and shall not exceed five (5) days.

12.2.2 "Members of the immediate family," means the mother, father, grandmother, grandfather, grandchild, or domestic partner of the employee or spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister-in-law or sister of the employee or domestic partner, or any relative living in the immediate household of the employee.

1. Jury Duty/Judicial Leave

12.4.1 When regularly called for jury duty or as a witness in the manner provided by law,

members shall be granted, upon request, a leave of absence with pay for the day the employee is called to perform jury duty or serve as a witness during the employee's regularly assigned working hours.

12.4.2 Request for jury duty/witness leave should be made by presenting, as soon as

possible, the official court summons to the member's immediate supervisor or District designee.

Reimbursement to the District of any monies earned as a juror or witness, except mileage and meal allowance, shall be made by the member.

12.4.3 Employees are required to return to work during any evening or weekend assignment in which jury duty/witness leave services are not required.

12.4.4 District may require verification of jury duty/witness leave time prior to, or subsequent to, providing jury duty/witness leave compensation.

12.4.5 Leave under this provision is not available for absences where remuneration is provided the employee.

1. Sabbatical leave: see contract
2. Industrial Accident and Illness Leave: see contract
3. MILITARY LEAVE

Unit member shall be granted military leave in accordance with State of California Education and Military and Veterans Codes upon submission of official orders.

1. Parental Leave

12.10.1 Maternity Leave: Unit members shall be granted rights under federal Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave in accordance with federal and state law.

12.10.1.1 Members shall be granted a leave of absence from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. As stipulated in Education Code Section 87766 "The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician."

12.10.1.2 As stated in Education Code Section 87766, in the event of absence due to medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, employee shall be entitled to utilize the available sick leave plan. The employee may also apply for coverage to the disability insurance carrier, according to its procedures.

12.10.1.3 After the member has exhausted the sick leave the member shall, upon written request submitted at least thirty (30) working days prior to the expiration of the plan, be placed on extended maternity leave for one additional semester. Extended maternity leave is provided without pay. The employee may also apply for coverage to the disability insurance carrier, according to its procedures.

12.10.1.4 The member shall have the option to choose leave without pay, instead of the sick leave plan. This may also be extended for one additional semester. The member must provide thirty (30) working days notice of the option.

12.10.1.5 Maternity leave beyond that provided for above may be requested and granted at the discretion of the governing board.

12.10.1.6 Members shall be eligible, at the member's request, for reduction in workload for the maximum of one semester after expiration of maternity leave. All provisions of Article 15 are to apply except that District concurrence shall not be required and the member must provide thirty (30) working days notice of the intention to reduce workload. The member must then return to full-time employment, unless further reduction in workload is requested by the member and granted by governing board.

12.10.2 Paternity Leave

The member shall be entitled to use Family Leave days per Section 12.11.1 and then be granted twelve (12) days of differential pay in the event of medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom (to the mother of the employee's child). The date on which the leave shall commence shall be determined by the employee and the physician caring for the mother of the employee's child. Such time must be within reasonable time before or after birth.

12.10.3 Adoptions When absence is necessary because of the adoption of a child, the member shall be entitled to use personal necessity leave seven (7) days and then be granted seven (7) days of differential pay.

1. Family Leave

12.11.1 In the event of absence required by sickness of a member of the immediate family, the employee shall be entitled to up to six (6) days of sick leave.

12.11.2 Unit members who have provided more than one (1) year of continuous full-time service may request and be provided up to four (4) additional months unpaid family leave within any 24-month period.

12.11.2.1 Family leave of absence may be taken due to the birth or adoption of a child or due to a serious illness of a child (natural, foster or adopted).

12.11.2.2 Family leave may be granted to care for a parent or spouse who is experiencing a serious health condition.

12.11.2.3 Employee may be asked to use other paid leave prior to being placed on

unpaid leave status. (Refer also to FEHC Regulations.)

1. Religious Observance Leave

Temporary, contract and regular faculty may be granted a leave with pay for special religious observances of the employee's faith falling on a regular workday.

**SUBSTITUTES**

A general guideline is that we don’t substitute for classes that miss 1 ½ hour or less. The faculty should use their judgment in requesting a substitute for a class. Clearly, if the faculty will be absent for a week or more, a substitute should be arranged.