

# CITRUS COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES

## AP 7209            LEAVES

References:            Education Code Section 87763 et seq.

### 1. Sick Leave

Unit members shall be granted paid sick leave within the following provisions:

a) Regular Sick Leave

Full-Time faculty shall earn sick leave on an annual basis as follows:

Ten (10) month employees ..... Ten (10) days per fiscal year

Ten and one-half (10-1/2) month employees ..... Ten and one-half (10-½) days per fiscal year

Eleven (11) month employees ..... Eleven (11) days per fiscal year

Eleven and one-half (11-1/2) month employees. Eleven and one half (11 1/2) days per fiscal year

Twelve (12) month employees ..... Twelve (12) days per fiscal year

b) Extra Duty Sick Leave (Intersession and Overload)

Full-time faculty who teach during an intersession shall earn overload sick leave at the rate of one (1) hour of sick leave for each eighteen (18) hours of assignment. All sick leave earned under this provision shall be placed in an hourly sick leave account and may be used by a unit member for absences occurring during an intersession assignment or for an overload absence.

Full-time faculty who teach overload classes shall earn paid sick leave at the rate of one (1) hour of sick leave for each eighteen (18) hours of overload assignment. All sick leave earned under this provision shall be placed in a hourly sick leave account and may be used by a unit member for absence from an overload class or an absence from a class during an intersession.

c) Accumulated Sick Leave

At the beginning of each fiscal year, a unit member's sick leave accumulation shall be increased by the number of days of paid sick leave that she/he is entitled to under paragraph (a) above. Unused regular and extra duty sick leave shall accumulate year to year.

d) Extended Sick Leave

The purpose of this section is to implement the provisions of Education Code Section 87780, and is to be interpreted in a manner to be consistent with Education Code Section 87780. In addition to the annual sick leave earned under paragraph (a) above, each July 1 full time faculty will be credited with an additional five months (100 days) of extended sick leave including any days of accumulated sick leave. Once a full-time unit member exhausts all regular sick leave and accumulated sick leave, any additional days of sick leave (not to exceed a maximum of 110 days for ten-month employees) shall be paid based on the difference between the unit member's regular pay and the amount actually paid to temporary employee or, if no temporary employee is hired, then the amount, based on the appropriate salary schedule that would have been paid to a temporary employee. The 100 days of extended sick leave renews each July but does not accumulate. Once a unit member exhausts regular sick leave and extended sick leave, the unit member may be placed on an unpaid leave of absence or may be dismissed. This provision does not include extra duty sick leave credit.

Example 1: A unit member who works ten months per year earns 10 days per year. This employee is entitled to be absent a total of 110 days for the academic year (10) days plus 100 days of extended illness leave.

Example 2: A ten-month unit member on July 1 is credited with 10 days of sick leave and has 30 days of accumulated sick leave. After exhausting the 10 days of sick leave every additional absence will be charged to the 100 days of extended sick leave. Since the employee has 30 days of accumulated sick leave, 30 of the 100 days of extended sick leave will be compensated at the unit member's full salary. Any further absence will be charged to extended sick leave and the unit member will be compensated based on the difference of his/her regular salary and the amount actually paid or the amount that would have been paid to a temporary employee.

e) Utilization of Sick Leave

Sick leave may be used by a unit member when he/she is absent for illness or injury.

A unit member's sick leave balance will be charged one sick day for each scheduled day missed. Sick days may be charged based on a full or half day. Any absence on a day in which a unit member missed all of her/his scheduled assignment shall be charged as one day to his/her sick leave bank. Any absence on a day in which the unit member works a portion of a scheduled day shall be charged as a half day to his/her sick leave

bank. A scheduled day is any day in which a unit member is assigned a class or hours as part of his/her assignment or a day in which the unit member has a scheduled department meeting.

If a unit member is absent for two consecutive calendar weeks or more, then he/she shall be charged five days for each week absent.

For utilization of extra duty sick leave, refer to Section 1.b above.

f) **Verification of Sick Leave**

Upon return from any sick leave absence, a unit member is required to report his/her absence on the appropriate absence report.

A unit member who is absent for a period of more than five (5) consecutive scheduled days shall be required to provide verification from a doctor of the need to be absent due to illness or injury. This verification will be provided directly to the Office of Human Resources.

The District reserves the right to require a unit member upon return from a sick leave of absence of any duration to provide verification from a doctor of the need to be absent due to illness or injury. In the event that the District requires such verification, the cost of any such examination by a doctor will be paid by the District.

## **2. Personal Necessity Leave**

A unit member may elect to use up to seven (7) working days of available paid sick leave, annually, in cases of personal necessity for the following purposes:

- a) Death of a member of the unit member's immediate family when additional leave is required beyond that provided under Bereavement Leave.
- b) As a result of an accident or illness involving the unit member's person or property or the person or property of his/her immediate family.
- c) Resulting from the unit member's appearance in any court or before any administrative tribunal as a litigant, party, or witness.
- d) To care for an ill parent, spouse, domestic partner, or child.
- e) Religious observances.
- f) Such other reasons approved by the Superintendent/President or his/her designee.

A unit member shall be entitled to use, without qualification, three (3) of the seven (7) working days of the personal necessity leave as unspecified personal necessity leave with reasonable notice, when possible, by notifying his/her department. Upon return from a Personal Necessity Leave, the unit member shall complete the appropriate absence report.

Flex days and graduation days shall be counted as one day each.

In the event that a unit member whose load consists of distance education is absent due to personal necessity reasons for a period of two (2) work weeks or more and chooses to continue teaching his/her distance education load, then a proportion of his/her absence equal to a proportion of his/her total distance education load will be credited for purposes of days charged from regular sick leave.

### **3. Bereavement Leave (Paid Leave)**

A unit member shall be granted necessary leave of absence with full pay if such absence is due to the death of an immediate family member of the unit member.

The leave shall not exceed three (3) working days or five (5) working days if travel is in excess of 400 miles. Bereavement Leave is not charged to personal necessity leave.

The immediate family, as used in this section, shall include the spouse/domestic partner, child/step-child, parent/step-parent, sibling/half-sibling, grand/great-grandparent, grand/great-grandchild, brother/sister-in-law, daughter/son-in-law, mother-/father-in-law of the unit member or of the spouse/domestic partner of the unit member, or any other person for whom the unit member is legally responsible or any other member of the immediate household.

A unit member shall notify his/her department of the leave and, upon returning, shall complete the appropriate absence report.

Such leave shall be taken as soon after notification of death as possible, and no later than ten (10) working days.

Under special or unusual circumstances, and upon mutual agreement between the immediate supervisor and the unit member, leave may be taken at a later date than specified above, but in no event shall the leave be taken after one (1) year.

### **4. Industrial Accident and Illness Leave**

A unit member shall be entitled to industrial accident and illness leave under the following rules and regulations:

- a) Accident or illness must have arisen out of and in the course of employment for the District and must be accepted as such by the District's third party Worker's Compensation administrator.
- b) Allowable leave shall be for up to sixty (60) working days in any one (1) year for the same accident, and precedes the use of any regular sick leave.
- c) Allowable leave shall not be accumulated from year to year.
- d) Industrial accident or illness leave of absence shall commence on the first day of approved Industrial Accident/Illness absence. Any days of absence associated with a claim for Industrial Accident/Illness that is not approved shall be charged against the unit member's sick leave.

- e) Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of the state, exceed the normal wage for the day.
- f) Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- g) When an industrial accident or illness occurs at a time when the full sixty (60) days shall overlap into the next year, the unit member shall be entitled to only the amount remaining at the end of the year in which the injury or illness occurred, for the same injury or illness.
- h) During any paid leave of absence, if the unit member receives payments from disability, he/she shall endorse to the District the temporary disability indemnity checks received due to the industrial accident or illness. The District in turn shall issue the unit member appropriate salary warrants for payment of salary, and shall make retirement and other authorized deductions.

## **5. Family Medical Leave**

This provision shall be interpreted in a manner that is consistent with both state and federal statutes concerning family leave.

A unit member is eligible for leave if the unit member:

- a) Has been employed for at least twelve (12) months and;
- b) Has been employed for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave.

A unit member, if eligible, shall be granted up to twelve (12) weeks of unpaid leave for any of the following purposes:

- a) The birth of a child or to care for a newborn of the unit member.
- b) The placement of a child with a unit member in connection with the adoption or foster care of a child.
- c) To care for a child, parent, or spouse who has a serious health condition.
- d) A serious health condition that makes the unit member unable to perform the functions of his/her position.

Although the District recognizes that emergencies arise which may require a unit member to request immediate leave, he/she is required to give as much notice as possible of his/her need for leave. However, if leave is foreseeable, at least thirty (30) days notice is required.

A unit member's current medical benefits, if any, shall continue uninterrupted through the duration of the Family Medical Leave and the leave shall not constitute a break in service.

## **6. Maternity Leave**

A unit member is entitled to take up to six (6) months of unpaid leave during any period of disability due to pregnancy, childbirth, or related medical conditions. During any period of the six (6) months that the unit member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth, or recovery there from, as certified by a physician, she shall be permitted to utilize her accrued sick leave. The six (6) months of leave provided for in this section shall be inclusive of any entitlement to leave under the Family Medical Leave.

A unit member requesting maternity leave shall specify, in writing, the length of the leave including the date on which the leave shall begin and the date on which duties are to be resumed and shall be determined by the unit member and the unit member's physician and be given to the Division Dean and the Office of Human Resources.

There shall not be discrimination against a unit member because of pregnancy in terms of compensation or conditions of employment nor shall she be discharged from employment.

## **7. Leaves of Absence without Pay**

The Board of Trustees may grant a leave of absence for one (1) year without pay to a unit member for special reasons acceptable to the Board of Trustees.

- a) Each request for leave shall be presented, in writing, to the Superintendent/President, or his/her designee, with a copy to the unit member's immediate supervisor.
- b) Such request shall include date(s) of leave and reason(s) for leave.
- c) The unit member, while on leave of absence without pay, shall not be employed by the District in any capacity.

## **8. General Leaves**

When no other leaves are available, a leave of absence may be granted to a unit member on a paid or unpaid basis at any time upon terms acceptable to the District and the unit member.

## **9. Military Leave**

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

## **10. Judicial Leave**

Upon receipt of notification of a jury duty obligation to be served during working hours on days of assigned services, it is the obligation of a unit member to inform his/her immediate supervisor and the Office of Human Resources of the jury duty summons.

- a) A unit member shall reimburse the District Business Office any juror's fees received exclusive of the mileage received from the Judicial District.

- b) The District shall continue to pay a unit member his/her regular salary until the Court releases him/her.
- c) A unit member receiving compensation by the District must report to work during assigned working days and hours when not retained for jury duty, except a unit member on a late shift shall be excused from reporting to work on any working day when he/she is retained for jury duty.

A unit member shall be granted leave to appear as a witness in court, other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the convenience or misconduct of the unit member.

- a) A unit member shall receive regular pay less any amount received for jury or witness fees.

## **11. Catastrophic Illness Leave**

Catastrophic Illness Leave is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time and taking an extended leave creates a financial hardship for the employee because he/she has exhausted all of his/her fully paid sick leave and any other available paid time off. This Catastrophic Leave provision does not apply to stress related illness, elective surgery, normal pregnancy, Worker's Compensation claims, disabilities resulting from alcoholism or drug addictions, intentionally self inflicted injuries, or normal illness such as recurring colds, flu, allergies, headaches, etc.

- a) Leave Bank

The District will maintain a Catastrophic Leave Bank comprised of sick leave voluntarily donated by unit members. All donations will be made to the Leave Bank, and may not be made to a specific employee.

A unit member may donate sick leave in increments of days. The minimum donation is one (1) day of accumulated sick leave. The donation is irrevocable.

In order to be eligible to donate days of sick leave to the Leave Bank, the employee making the donation must have a minimum of ten (10) days of regular or accumulated sick leave after making a donation.

- b) Eligibility

In order to draw sick leave from the Leave Bank, the unit member must meet the following eligibility standards:

- 1) The unit member must have exhausted all fully paid sick leave
- 2) The requested days must be used only for the unit member's own catastrophic illness or injury.
- 3) Withdrawals from the Leave Bank will not cause a unit member to exceed his/her normal wage for the day (e.g., a unit member receiving differential leave under the

extended illness provision may utilize only enough illness leave from the bank to achieve his/her regular pay).

c) Catastrophic Illness Leave Committee

A Catastrophic Illness Leave Committee (CLC) shall be established consisting of three (3) unit members appointed by the Association and two (2) District representatives appointment by the Superintendent/President or his/her designee. The CLC shall have the following authority and guidelines:

- 1) Receive and review all Catastrophic Illness Leave requests submitted by the unit members to the Office of Human Resources.
- 2) All members of the CLC shall maintain confidentiality of the unit members requesting Catastrophic Illness Leave and any records presented to the CLC for review.
- 3) By majority vote, make final decisions regarding the granting of Catastrophic Illness Leave.
- 4) Failure to achieve a majority vote shall constitute a denial of the request for Catastrophic Illness Leave.

d) Requests for Catastrophic Illness Leave Donations

At the beginning of each academic year, the Office of Human Resources will notify all unit members of their right to donate to the Leave Bank (a copy of the form will be provided to the Association President). Unit members, at the time of donating sick leave to the Leave Bank, will be required to sign a form indicating the amount of sick leave he/she is donating (the donation is irrevocable), and reminding the unit member that donating sick leave may affect his/her retirement under STRS and/or PERS.

## 12. Miscellaneous

The District will provide the Association with an annual report of the available leave in the Leave Bank at the beginning of each fall.

The District will provide unit members with an annual report of Unused Regular and Extra Duty Sick Leave at the beginning of each academic year.

Periods of leaves of absence, paid or unpaid (less than one (1) year), shall not be considered to be a break in service for the unit member.

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