

8.1 **Leaves Without Pay**

- 8.1.A. Any contract faculty member may be granted an unpaid leave of absence by the Governing Board for reasons of study, travel, personal business, home responsibility, health, or for any other reason the Governing Board may determine. Any regular faculty member shall be granted an unpaid leave of absence for reasons of health.
- (1) **Health.** An application for leave of absence for reasons of health in excess of the time for which sick leave benefits are payable to a faculty member must be supported by the written recommendation of a licensed physician or health practitioner.
  - (2) **Study.** An application for leave of absence for professional study must be supported by a written statement indicating what study or research is to be undertaken, or, if applicable, what subjects are to be studied and at what institutions.
  - (3) **Travel.** A leave of absence for the purpose of educational travel must be supported by a written statement and itinerary indicating absence from the District for a majority of the time covered by the application for such leave.
  - (4) **Home Responsibilities.** A leave for this purpose may be granted to a faculty member to care for his/her immediate family member whose health temporarily requires the full-time attention of the faculty member. The application for such leave must be supported by the written recommendation of a licensed physician or health practitioner. Such leave also may be granted to permit a faculty member to place a newborn or newly adopted child in his/her home in excess of the provisions of Article 8.5.
  - (5) **Personal Business.** A leave of absence may be granted to conclude essential legal actions or to obtain broadening professional experience, and must be supported by such evidence as the District may designate. The term "broadening professional experience" means experience gained through employment, study, or research which is not obtainable in a manner which might otherwise qualify a faculty member for study leave as set forth in Article 8.1A(2) above and which, in the judgment of the Governing Board, will increase the faculty member's competence in relation to his/her present or anticipated assignment within the District.
  - (6) **Military Leave.** Such leave will be granted for required active duty only and is without pay except for employees with one year or more in the District who will receive their regular compensation in the first 30 days of said leave if the first 30 days fall within the employee's period of paid contract employment. Annual military training duty should be taken during vacation periods or at the convenience of the District whenever possible.
- 8.1.B. The maximum length of any unpaid leave granted by the Governing Board shall be one year, provided that, upon receipt of request for extension, the Governing Board may extend such leave for a maximum of one additional year. A faculty member appointed or elected to a local political office which requires a full-time commitment may be granted an unpaid leave for not more than one elected term to be served in such office.
- 8.1.C. Except in exceptional circumstances when the need for leave cannot be anticipated, all applications for leaves of absence must be on file in the District

Human Resources Office at least 90 days prior to the proposed effective date of the leave. Whenever possible, such leaves shall be requested in minimum increments of one semester or as necessary to minimize interruption of faculty assignments.

- 8.1.D. All leave applications shall be submitted to the office of the appropriate College President or his/her designee, and, if the President or his/her designee recommends the granting of such leave, the recommendation shall be forwarded to the Chancellor and to the Governing Board for further consideration and evaluation.
- 8.1.E. Other than in such exceptional circumstances as the Governing Board may determine or except as set forth below in Article 8.1F, a break in service time resulting from leaves without pay shall not be included in computing or granting other benefits such as sick leave, longevity pay, vacation time, step advancement, or other fringe benefits. A faculty member on leave without pay shall have the option of maintaining his/her medical, dental and vision coverage in the District group plans at his/her own cost.
- 8.1.F. In certain cases of personal leave for professional development where no district funds are expended and where the employee engages in activities of an educational nature that do not result in the accumulation of college credits for salary schedule advancement, the employee may qualify for step advancement on the salary schedule on the basis of time occupied by the approved leave, with a maximum of one year's credit. The application for such leave must be filed with the College President and receive his/her recommendation, be recommended by the Chancellor, and be granted by the Governing Board in advance of the beginning of such leave in order to become effective.
- 8.1.G. Any transfer of a faculty member who is on an unpaid leave of absence shall be subject to the transfer provisions of this Agreement.

**8.2 Absence With Salary**

Time on paid leave shall be counted as time in service.

**8.2.A. Sick Leave**

- (1) In any fiscal year, contract faculty members and temporary long-term substitutes shall earn paid sick leave time at the rate of 1.0 day for each full school month of paid contract service.
- (2) When a contract faculty member is absent from his/her duties because of illness or injury, whether or not the absence arises out of, or in the course of, employment, said faculty member shall be paid:
  - a. Full salary for such absence if that period does not exceed the unused portion of current and accumulated sick leave benefits.
  - b. Half salary for five school months beginning with the expiration of accumulated sick leave. This benefit shall be limited to one five-month period for any one illness or accident. The Governing Board may grant this leave for an additional period provided the faculty member has maintained a continuous contractual status with the District and has completed one full year of satisfactory service under an annual contract subsequent to the last leave granted under the provisions of this Article.
- (3) Hourly paid faculty having a regularly-scheduled hourly assignment shall earn and accrue paid sick leave at the rate of one hour for each 16 hours worked.

- a. No sick leave is earned for any fraction of 16 hours worked.
  - b. Sick leave earned on an hourly basis may be used only during regularly-scheduled hourly employment, not in regular contract employment or for time outside the regular scheduled hourly assignment.
  - c. Sick leave earned in regular contract employment may not be used in connection with hourly employment.
- (4) A faculty member who does not use the full amount of full-pay sick leave earned in any fiscal year shall be given cumulative credit for such unused full-pay sick leave. The term "full-pay sick leave" as used in this Agreement includes all accrued sick leave except as provided under Article 8.2A(2)(b).
- (5) **General:**
- a. Faculty filing claims under provisions of this Article shall file, or cause to be filed, an Employee Absentee Report form (appended hereto as Appendix B) on which they shall certify that the illness, injury or incapacity was of such character as to require absence from duty during the period of sick leave claimed.
  - b. A contract faculty member assigned on a partial contract shall be paid sick leave benefits only in proportion to the time which such assignments bear to full time.
  - c. Any faculty member wishing to utilize any form of sick leave or leave of absence pursuant to this Article may be required to provide such proof as District management shall designate to justify the need for such leave of absence, provided that this requirement shall not be used to intimidate, coerce, or discriminate against any faculty member.
- (6) The District shall establish a faculty voluntary cumulative pool of sick leave days and/or hours for non-contract faculty. Leave days or hours may be utilized from this pool to provide replacement services for a participating unit member who is on a long-term illness or accident leave and is in need of financial assistance. The Governing Board shall determine who should be allowed to use days from the pool based upon recommendations made by a committee composed of three representatives selected by the District and three representatives selected by the Federation. The committee shall recommend rules and regulations for the administration of the pool.

8.2 B. **Personal Necessity Leave**

Accrued full-pay sick leave may be used by a faculty member at his/her election in the following cases of personal necessity:

- (1) Death of a member of his/her immediate family when additional leave is required beyond that provided for Bereavement Leave by this Agreement.
- (2) Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- (3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or court order.
- (4) Personal emergencies, which include recognized religious holidays, serious illness involving a member of the immediate family, and personal business of a compelling nature.

- (5) Personal necessities as determined within the discretion of the faculty member, provided that such leaves shall require reasonable advance notice (in cases other than emergencies, 48 hours constitute reasonable notice) to the Executive Vice President, and provided further that the District may limit the total number of faculty taking such leaves at any one time to a reasonable number.

Use of sick leave for the above purpose shall be limited to six days in any school year for a contract faculty member or 60% of one year's accrual of sick leave for a faculty member on non-contract assignment. For such faculty who are employed for the Fall Semester, the base for calculating the projected accrual of sick leave shall be the number of hours offered multiplied by two; for such faculty who are employed for the Spring Semester only, the base shall be the number of hours offered in the Spring Semester. In the event a faculty member does not work the full number of hours projected, the faculty member shall not be granted more sick leave than has actually been earned.

"Immediate family", as used in this Agreement, is defined as mother, father, grandmother or grandfather of the faculty member or the spouse of the faculty member, sister, brother, son, daughter, uncle, aunt, niece, nephew, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, step-child, step-sister, step-brother, or any relative of either spouse living in the immediate household of the employee.

**8.2.C. Bereavement Leave**

Any faculty member shall be allowed a leave of absence not to exceed five working days on full pay when such absence is occasioned by reason of death in the immediate family of the faculty member or by other acute bereavement. For the purposes of interpreting this provision:

- (1) "Immediate family" is defined under Personal Necessity Leave in Article 8.2B(5) above.
- (2) "Acute bereavement" is subject to interpretation by the District.

**8.2.D. Subpoena Leave**

When a faculty member is absent because of a mandatory court appearance, except as a litigant, said faculty member shall suffer no monetary loss by reason of said service.

- (1) Fees, exclusive of mileage paid by the court or party requiring the faculty member's appearance shall be paid to the District unless the fees are greater than the faculty member's salary, in which case the faculty member may retain the fees and be listed as absent due to personal business.
- (2) A copy of the subpoena or a court order must be filed with the absence report.
- (3) Absence of a faculty member for a legal action in which he/she is a litigant may be classified as a personal necessity.

**8.3 Exchange Service Leave**

Arrangements may be proposed by a regular faculty member to a properly credentialed faculty member of another district or college on a similar professional plane for the purpose of exchanging positions for a period normally not exceeding one year. Exchanges may be arranged with either foreign or domestic service in mind. Exchanges will normally be

arranged to permit the District faculty member to receive his/her full remuneration from the District, while his/her opposite number will be reimbursed under an agreement he/she has reached with his/her own district or college. The Governing Board will consider the value of both to the District and to the individual applicant of the exchange arrangement in reaching its decisions concerning the granting of such service leaves.

**8.4 Compassionate Leave**

In any one school year a faculty member may be granted a maximum of three days (non-cumulative) paid leave to cope with an emergency in his/her family which, in the judgment of the College President and the Vice Chancellor, Human Resources, necessitates the faculty member's presence at the scene of a family emergency. Such leave may be granted only after all other applicable types of leave have been exhausted.

**8.5 Parental Leave**

Faculty members are eligible for leaves of absence when said absence is due to pregnancy, convalescence from childbirth or adoption of a child.

Any faculty member who is required to absent herself from her duties because of pregnancy, convalescence following childbirth or placing of an adopted child in the home shall be granted maternity leave without loss of pay for a period not to exceed 15 working days. Any additional days of absence required due to pregnancy, or convalescence following childbirth, or adoption shall be granted without pay. The effective days of the required absence from duty shall be certified to the District in writing by the attending physician or health practitioner.

Any faculty member who is required to absent himself from his duties because of birth or adoption of a child shall be granted paternity leave without loss of pay for a period not to exceed 15 working days.

Nothing in this Article shall be construed so as to deprive any faculty member of such leave rights under the other provisions of this Agreement for absence due to illness or injury resulting from pregnancy.

**8.6 Sabbatical Leave**

**8.6.A. Policy**

Regular faculty members are encouraged to pursue opportunities for professional growth leading to the development of increased competence. These professional growth opportunities will focus primarily on the growth of the individual in order to maintain a dynamic faculty, one equipped with the mental and emotional tools to provide exceptional service to the students and the District in an era of constant change.

**8.6.B. Sabbatical Leave Committee**

- (1) All proposals for sabbatical leaves shall be evaluated by a Sabbatical Leave Committee at each college. The Sabbatical Leave Committee shall be a standing committee at each college.
- (2) The Committee shall weigh the value of each proposed sabbatical leave to the faculty member, to the students, and to the District.

**8.6.C. Purposes of Sabbatical Leave**

Sabbatical leaves may be granted for purposes that include, but are not limited to, the following:

- (1) Academic study or professional research at an accredited institution of higher education.

A faculty member who applies for leave for this purpose shall agree to undertake advanced study or independent research related to his/her teaching assignment. No less than six units of course work or equivalent research per semester shall be acceptable from an accredited institution of higher education.

(2) On-site research project

Special projects shall be designed to expand the faculty member's knowledge so that he or she will be a greater asset and credit to the District, worth to students being the ultimate measure. These projects may also include development of educational programs and curricula. Projects which involve travel outside the country must include a detailed itinerary.

(3) Approved teaching or research fellowships and teacher exchange programs

(4) Work or research in industry, business, or government

Positions shall be restricted to those related to the applicant's field and ones which shall be of benefit to the District and for the improvement of instruction. Total compensation received shall not exceed the amount that would have been received had the faculty member remained in active service in the District. If necessary, compensation paid by the District shall be reduced by the appropriate amount so that the total stipend shall not exceed the faculty member's salary.

(5) Other experiences as approved by the Governing Board.

**8.6.D. Eligibility**

Any regular faculty member who has served the District for six consecutive years as a faculty member shall be eligible for a leave of either one or two semesters at his/her option. Not more than one such leave may be granted to any faculty member in each seven-year period.

**8.6.E. Applications**

(1) Applicants for sabbatical leaves shall file with their College Sabbatical Leave Committee a written request containing detailed plans of their proposal.

(2) Applications shall be filed on or before November 1 of the fiscal year preceding the proposed leave.

(3) Applications and recommendation of each campus committee shall be forwarded to a District Sabbatical Leave Committee composed of six members, one each appointed by each College President, and one each by each Academic Senate. The District Sabbatical Leave Committee shall forward its recommendations to the Chancellor for review and submission to the Governing Board.

(4) Applicants will be notified by the Governing Board on or before February 1 of the final acceptance or rejection of their application.

(5) Under exceptional circumstances, late applications will be considered.

(6) After a leave has been granted, any significant change of purpose or in the plan shall be cause for reconsideration of the agreement between the District and the faculty member.

**8.6.F. Compensation**

- (1) If the sabbatical leave is for two semesters, compensation shall be two-thirds of the faculty member's regular teaching salary.
- (2) If the leave is for one semester, the compensation shall be the faculty member's full regular contract teaching salary for one semester. Normally, one-semester leaves must be taken during the Spring Semester.
- (3) Salary while on leave shall be paid monthly during the fiscal year in the same manner as faculty members are paid.
- (4) The District shall not pay travel costs or salary or provide remuneration other than the sabbatical leave stipend during the period of the leave. Exceptions will be considered by the Governing Board upon the recommendation of the Chancellor or upon appeal from his/her adverse recommendation.

**8.6.G. Guarantees**

- (1) The faculty member must agree to return to the District for a period of service equal to twice the period of the leave.
- (2) Any transfer of a faculty member who is on a sabbatical leave shall be subject to Article 14 of this Agreement.
- (3) The written agreement between the District and the Faculty member is to be acceptable without requirement of a bond.

**8.6.H. Accountability**

Upon completion of the sabbatical leave and within six months of the faculty member's return to duty, she/he shall submit to the College President and to the Chancellor (and to the Governing Board, if requested) a report which must include transcripts of study completed, if applicable, together with an evaluation of the project pursued. The Governing Board shall be encouraged to request a review of all reports

**8.6.I. Incomplete Sabbatical Leave**

If the program for sabbatical leave is interrupted because of serious accident or illness, this will not be considered a failure to fulfill the conditions under which the leave was granted, nor shall such interruption affect the amount of compensation to be paid the faculty member under the terms of the leave agreement, provided, however, that the District shall have been notified by registered mail within 30 days of the time of the accident, or, in the case of illness, the onset of said illness and a medical verification of same.

**8.6.J. Effect of Leave on Salary Increments and Retirement**

- (1) Sabbatical leave shall be counted toward retirement. The annuity contributions shall be collected in the usual manner and all fringe benefits shall be in force.
- (2) Sabbatical leave shall be counted as experience for advancement on the salary schedule.
- (3) Incomplete sabbatical leaves can count toward benefits (salary, retirement, and advancement on the salary schedule) only to the extent that salary is received while the leave is in progress.
- (4) Sabbatical leave shall not affect the accrual of non-contract longevity.

8.6.K. **Credits**

Academic credits earned from any sabbatical leave may be credited toward salary increments the following Fall Semester.

8.6.L. **Limitations**

- (1) The number of sabbatical leaves granted each year shall be 3% of the full-time faculty members (with a fraction of a faculty member rounded up) in the District, including at least one at each college, except that if a reduction in force of full-time faculty is necessary due to lack of funds, the parties agree to reopen negotiations prior to May 15 of each calendar year on the minimum number of sabbaticals to be granted per year.

Beginning July 1, 2002, if the governing Board chooses to grant sabbaticals in excess of the number of sabbaticals provided above, the additional sabbaticals shall be for one year and shall be limited to a maximum of three.

- (2) A list of alternates will be established and maintained by the Sabbatical Leave Committees in the event that change of plans for applicants or increase in staff permits additional grants.

8.6.M. **Priority Determinations**

In the event that more applications for sabbatical leave are submitted than the above-mentioned limitation will permit, the granting of said leaves will be governed by the following list of priority determinations, listed in order of precedence.

- (1) Value of the proposed leave to the individual faculty, the students, and the District. Value of leave to the students and District is evaluated in terms of what the applicant may contribute following return through classroom teaching, leadership, curriculum development, or teaching methods.
- (2) The number of previous sabbatical leaves granted applicants. An applicant for a first sabbatical leave shall be given priority over an applicant who has had a previous sabbatical leave.
- (3) Seniority of service.
- (4) Likelihood of continued service to the District.
- (5) Reasonable distribution of sabbatical leaves among departments and divisions.

8.7 **Professional Conference Leave**

8.7.A. Faculty members may, with approval of the appropriate Dean, is eligible for short-term paid leaves of absence to attend professional conferences directly related to their teaching or other District work assignments.

8.7.B. The length of any such short-term leave shall not exceed the length of the business portion of such conference, plus necessary travel time.

8.7.C. No such leave shall be granted unless the faculty member has requested and received approval of the appropriate district "Convention, Meeting, or Travel Request." Approval of a faculty member's request for short-term conference leave implies that, if necessary and available, a substitute teacher shall be provided for the faculty member's teaching responsibilities during the term of such leave.

8.7.D. The manner in which available budgetary allocations for reimbursement of faculty conference expenses shall be allocated shall be determined by each College President, and any expressed or implied commitment to reimburse such expenses shall be subject to the budgetary limitations established by the Governing Board,

but in no event less than \$100 per contract faculty member as a District-wide average. Funds available to the College for reimbursement of conference expenses may, at the discretion of the College President, be utilized to reimburse faculty members for attendance at conferences generally applicable to the educational program of the college or conferences that a faculty member has been requested by District management to attend as a representative of the College or the District.

8.7.E. If the appropriate Dean and College President approve a faculty member's "Convention, Meeting or Travel Request" that contains estimated expenses, and if funds are available to the College for reimbursement of such expenses, the faculty member to whom such short-term leave of absence has been granted will be reimbursed for the necessary and reasonable expenses of conference attendance, subject to the following guidelines:

- (1) Cost of transportation shall not exceed round-trip coach, rail, or air fare where such service is readily available. The prevailing automobile mileage rate may be authorized when rail or air service is not feasible or when numerous stops need to be made en route. When service by public carrier is readily available but auto travel is preferred by the person traveling, the equivalent of rail or plane fare will be allowed for use of a personal car. The compensation payable for use of personal car shall be at the rate determined by the Governing Board.
- (2) Expenses for lodging, meals, registration fees, necessary taxi, and local transportation and telephone charges are considered proper expenditures. Receipts are required for the following expenses: (1) lodging, (2) public transportation (passenger identification coupon or ticket stub required for any air, train, or bus trips) and (3) convention registration fees. In all cases it is expected charges will be reasonable for the place where conferences and meetings are held. Tip payments and service charges allowed on authorized conference and travel expenses may not be greater than 15 percent of the meal charge.
- (3) Requests for reimbursements and expenses shall be reviewed and approved by the Chancellor or his/her designated representative before payment is made.

8.7.F. If part or all of a faculty member's expenses incurred during conference leave have been paid or reimbursed by the District, District management may require that information acquired at such conference be shared in a written report or by other appropriate means with the faculty member's colleagues.

## 8.8 Workload Program (Loadbanking)

Full-time regular contract faculty members who work a non-contract assignment may elect to have all or part of their non-contract assignment compensation deferred to a subsequent semester or academic year. The provisions of the Workload Balancing Program, loadbanking, are as follows:

### 8.8.A. Plan

- (1) **Taxes.** The District shall withhold all taxes and other regular withholding at the time(s) when the non-contract pay is earned or accrued. If the Internal Revenue Service, Franchise Tax Board, State Chancellor's Office, or any other taxing authorities rule on the taxable status of the workload balancing program, the District and the Federation will modify the agreement to comply with the ruling.
- (2) Faculty will initiate a written "Workload Balancing Plan" (see Appendix J). The plan must be received by the dean/immediate supervisor no later than

five (5) working days after the end of the first census period of the semester of the assignment the faculty member wishes to bank. The plan will comply with the provisions of this plan as set forth below.

- (3) Implementation of this Plan is contingent upon agreement among the applicant, the immediate supervisor and department/discipline faculty. Agreement will not be unreasonably withheld.

**8.8.B. Banking Overload Hours**

- (1) There is a limit of 36 lecture equivalent hours on the number of overload hours that can be banked (18 hours LEH banked equals 15 LEH leave.)
- (2) Summer Intersession assignments may not be banked.
- (3) Classes in restricted or categorically-funded programs may be banked if allowed by State and Federal laws and regulations.
- (4) Hours earned by performing services provided in Article 13 or Article 3.5 shall not be banked.

**8.8.C. Using Banked Hours**

- (1) A faculty member may utilize "banked" hours with prior written approval of the immediate supervisor (see Appendix J).
- (2) Workload balancing plans approved prior to July 28, 1998, will be honored as approved. All subsequent plans will be in accordance with Article 8.8
- (3) Banked hours shall be used on the basis of five hours off for six hours in the bank. If the request is for less than five hours, only the equivalent hours will be deducted from their bank.
- (4) Banked hours may be held for ten years.
- (5) One full semester must elapse between approval of the plan and utilizing banked hours.
- (6) The limit on the frequency at which one can take banked leaves is two full semesters in seven years.
- (7) Under emergency conditions, with the agreement of the faculty member, banked hours may be used to fill out a full-time workload.
- (8) Faculty can accumulate up to one full year of leave time (36 LEH).
- (9) The provisions of Article 8.2 apply: Time on paid leave shall be counted as time in service.
- (10) Faculty on Workload Balancing leave cannot be employed on an extra-contractual basis by the District while on such leave.
- (11) Workload Balancing leave may not be used in combination with any other leave to exceed one academic year without prior Governing Board approval.
- (12) Banked leave may be used to supplement the difference between 2/3 pay and full pay for employees on sabbatical leave pursuant to Article 8, Leaves. Two hours of banked leave shall be the equivalent of one hour of sabbatical leave.

**8.8.D Cashing-Out Banked Hours**

- (1) Cash-out rate shall be at the rate at which hours were earned.

- (2) One full semester must elapse between approval of the plan and cashing out banked hours.
- (3) The faculty member shall not be entitled to cash out except under one of the following circumstances:
  - a. retirement
  - b. termination
  - c. death
  - d. medical disability as defined in IRS Section Code 72(m)(7)
  - e. medical emergency causing documented costs in excess of \$2,000 resulting from unpaid leave or uninsured medical costs
  - f. uninsured loss of real property in excess of \$10,000

**8.8.E. Computation of Banked Hours**

- (1) All overload hours of instruction will be computed on the basis of lecture equivalent hours.
- (2) Overload hours for non-classroom work shall be considered overload as provided in Article 5.3 A (1) and banked on an hour-for-hour basis.
- (3) One lecture equivalent hour of instruction shall equal 2 hours of non-classroom work for each week of instruction, e.g., for a 20-week semester, 40 hours would be banked.

**8.9 Voluntary Sick Leave Pool**

**8.9.A. Voluntary Pool Membership**

- (1) The pool shall be established and maintained by the voluntary donations of accrued sick leave days/hours by contract and non-contract faculty. Participating faculty are requested to donate the minimum number of sick leave days/hours within 30 calendar days of the "Call for Donations" by the Voluntary Sick Leave Pool Committee.
- (2) Faculty may contribute accrued sick leave days/hours to the Voluntary Sick Leave Pool at any time.
- (3) The days/hours donated to the Voluntary Sick Leave Pool may not be withdrawn except as provided for in Articles 8.9C and D.
- (4) The number of sick leave days/hours available to a faculty member will be limited by the size of the Voluntary Sick Leave Pool.
  - a. Full-time Faculty  
Minimum contribution of a full-time faculty shall be one day of accrued sick leave.
  - b. Non-contract and Contract Faculty with a Non-contract Assignment  
Minimum contribution by non-contract and contract faculty with a non-contract assignment shall be one day of accrued sick leave.

**8.9.B Application to the Voluntary Sick Leave Pool**

- (1) A faculty member may apply to the District's Human Resources and/or Payroll Office for replacement sick leave days/hours upon exhaustion of the faculty member's accrued sick leave. The District Human Resources

Office and/or Payroll Office will forward the faculty member's request to the Voluntary Sick Leave Pool Committee

- (2) The Voluntary Sick Leave Pool Committee shall forward the faculty member's application along with its recommendation regarding the number of sick leave days/hours to be available to the faculty member to the Governing Board for approval.

**8.9.C. Benefits for Contract Faculty**

The Voluntary Sick Leave Pool may contribute up to a total of 15 weeks of full-pay sick leave to a faculty member. This provision will begin when the District's contribution of 100 days of sick leave at half pay becomes effective. The Pool may provide up to 100 days of half-pay sick leave which will coincide with the District's provision of 100 days at half-pay sick leave. In addition the faculty member may receive up to an additional 25 days of full-pay sick leave.

**8.9. D. Benefits for Non-contract and Contract Faculty with Non-contract Assignment**

The Voluntary Sick Leave Pool may contribute sick leave hours to the faculty member when all accrued sick leave hours have been exhausted. Part-time and contract faculty with a non-contract assignment may be provided up to 15 weeks of sick leave days/hours from the pool at the rate of their current load. (For example, a faculty member with a current nine-hour load would be entitled to up to 15 weeks of voluntary sick leave at a rate of nine hours per week.)

**8.9.E. Size of Pool**

There will be no limit on the size of the Voluntary Sick Leave Pool. The Committee may elect to expand the size of the Voluntary Sick Leave Pool at any time during the school year by putting out a "Call for Donations."

**8.9.F. Voluntary Sick Leave Pool Committee**

A permanent Voluntary Sick Leave Pool Committee shall be formed, consisting of three representatives selected by the District and three representatives selected by the Federation:

- (1) Initial appointments shall be for one, two, and three years, respectively, for both District and Federation appointees, and three years for each subsequent appointment.
- (2) The Committee shall monitor the pool to advise faculty on the number of hours/days remaining in the pool. The District Human Resources Office will keep the Committee apprised of the size of the sick leave pool.
- (3) The Committee shall review the implementation of the Voluntary Sick Leave Pool and make recommendations to the District and Federation regarding amendments, clarifications, and alterations to the nature, structure, and implementation of the pool.
- (4) Committee replacements shall be handled by the respective parties.

Recommendations to change any of the above provisions by the Sick Leave Pool Committee must be approved by the Federation and the District prior to implementation.