

Article XIII - LEAVES

- H. If subsequent to the entry of derogatory information into the personnel file, the District determines that the information is inaccurate in some respect, a statement setting forth the correct information shall be permanently attached to the statement containing derogatory information, and the employee shall be provided a copy.

The benefits that are expressly provided by this Article XIII are the sole leave benefits which are part of this collective bargaining agreement.

A. Definitions

1. "Paid Leave of Absence" means that an academic employee is entitled to receive wage and fringe benefits to which the employee is normally entitled except as otherwise noted in this Agreement. Contract and regular faculty members on paid leave will receive credit for annual salary increments provided during leave.
2. "Unpaid Leave of Absence" means that an academic employee shall not receive wages and fringe benefits during the period of leave. Contract and regular faculty members who begin an unpaid leave during any pay period shall receive fringe benefits provided for in this Agreement for the balance of that pay period. After that pay period, payments for fringe benefits by the District will cease. After such cessation, employees, while on unpaid leave status, shall be allowed to continue such coverage at their own expense, where such is permitted by the terms of the insurance plan, provided they make advance payment of the premium in the manner established by the District. Where an employee is on unpaid leave during a school year for the equivalent of one (1) semester or more, he/she shall not receive a step increase for such year.

B. Sick Leave (Paid Leave)

1. All regular and contract faculty members employed on a ten-month basis shall be entitled to ten (10) days of sick leave per College year. Sick leave accrual and use shall be calculated and posted to the employee's record on the basis of one-half (1/2) or full-day increments and not in any other portion. Sick leave is cumulative indefinitely and shall be transferable, upon request by the employee, between school districts pursuant to the Education Code.
2. On the first day of every college year, each contract and regular employee shall be credited with a sick leave allotment equal to that employee's sick leave entitlement for the College year. An employee may use such credited sick leave at any time during the College year, in accordance with the provisions of this Agreement.
3. Contract and regular employees whose assignment is less than full-time shall be entitled to sick leave on a basis proportional to that of a full-time employee.

4. Sick leave is allowed for part-time hourly academic employees on an earned, accumulative basis of one (1) hour of sick leave, with pay, for each eighteen (18) hours of teaching. In the event a class is not taught due to a scheduled holiday, the hour or hours normally taught on such day shall count in such computation. Accumulated sick leave is lost if the teacher has a break in service with the District of two (2) years or more. Sick leave earned by part-time hourly academic employees may not be added to sick leave earned by regular and contract faculty.
5. Accrued sick leave shall be reduced only for time lost wherein the employee would otherwise be required to render service to the District. An employee may use sick leave for disabilities caused or contributed to by pregnancy and recovery therefrom, for absence due to an appointment with a physician or dentist, and when quarantined by the County of City Health Department because of another's illness.
6. A statement from a physician verifying the employee's illness may be required by the Vice Chancellor, Human Resources. In those cases where an employee is aware that he/she will be absent for twenty (20) days or more, the employee shall notify the immediate supervisor of the situation and shall be required to provide the District with a statement from the employee's physician confirming the disability and prognosis, and an estimate of the anticipated term of absence. When that term is indefinite, a subsequent statement may be required by the District. In such cases and prior to the employee's return to such employee's assignment, a statement from the physician verifying the employee can return to the employee's assignment without detriment to the employee or others must be submitted to the Office of Human Resources by the employee.
7. When an employee has used all or a portion of the sick leave allowable and subsequently fails to serve the District for the balance of the College year, an appropriate dollar amount shall be deducted from the employee's final salary warrant. The appropriate amount shall equal the employee's daily rate of pay, times the number of sick days used, but not covered by earned sick leave. This section shall not be construed to affect amounts an employee may be entitled to receive under Section C and D of this Article.

C. Extended Illness Leave (Paid Leave)

When a contract or regular faculty member has been sick for an extended period of time, and accumulated sick leave is not available, or the employee makes the election provided below, the employee shall be paid 50% of the employee's regular salary, whether or not a substitute is employed. This benefit shall apply for up to five (5) calendar months for any illness in any College year. The five (5) month period begins for the first illness in any College year on the day of absence following the last day of sick leave earned during that year, except that if the employee has more than twenty (20) days of earned sick leave accumulated,

the five (5) month period shall not begin until the twenty-first day of absence. An employee with more than twenty (20) days of accumulated sick leave may elect as of the twenty-first day of absence or thereafter to receive this extended illness benefit and not to use up his/her remaining accumulated sick leave account while receiving this benefit. Any such election must be in writing. If the election is made after the twentieth day, the period of this extended illness leave benefit shall be reduced by the same number of days as there are between the twentieth day and the day written election is received.

D. Industrial Illness and Accident Leave (Paid Leave)

Employees covered by this Agreement who are absent from duty because of industrial illness or injury qualifying for worker's compensation and who have been continually employed by the District for at least one (1) year may be granted up to sixty (60) working days of Industrial Illness and Accident leave. Such leave shall not be accumulative from year-to-year.

1. An employee shall be deemed to have recovered from an industrial illness or accident and thereby able to return to work at such time as the employee's physician verifies that there has been such a recovery. The District, at its own expense, may require the opinion of another physician.
2. When an employee is absent from duties because of industrial illness or accident, the employee shall be paid such portion of the salary due such employee for any month in which the absence occurs as, when added to the employee's temporary disability indemnity will result in a payment to the employee of not more than such employee's full salary.
3. The employee shall endorse to the District the temporary disability indemnity checks received because of industrial illness or accident. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
4. Any employee receiving benefits under this section shall, during the period of illness or injury, remain in the State of California unless otherwise authorized by the District.
5. Reporting industrial illnesses and accidents shall be the responsibility of the employee so afflicted. Such report shall be made to the District Office of Human Resources within twenty-four (24) hours of the time of the accident or the start of the illness, unless exceptional circumstances preclude such notification.
6. Upon termination of the sixty (60) days of leave authorized by this section and if the absence continues, the employee may use that portion of accumulated sick leave to maintain income equal to the regular salary paid by the District. However, an employee may not receive income in an amount which exceeds that employee's regular salary.

E. Bereavement Leave (Paid Leave)

1. A contract or regular faculty member shall be eligible for a temporary leave of absence for the death of any member of his/her immediate family, without loss of salary. This leave will not exceed three (3) consecutive scheduled workdays. In the event of the death of an employee's parent, spouse, or child, said leave shall be up to five (5) consecutive scheduled workdays. If out-of-state travel or travel of more than three hundred (300) miles one way is required, two (2) additional consecutive days will be authorized. The additional days must be requested prior to or during the authorized bereavement leave.
2. Days of leave, whether paid or unpaid, beyond those describe above may be provided under the terms of Personal Necessity Leave as defined in this Article. Additional days of leave for bereavement purposes may be granted by the District. Days used shall be taken consecutively unless prior written authorization is obtained from the District.
3. "Immediate Family" for the purposes of this Agreement, means those relatives or step-relatives bearing the following relationships to the employee or the employee's spouse: son, daughter, spouse, mother, father, sister, brother, grandchild, guardian, foster-child, foster parent, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepchild, uncle, aunt, niece, nephew, or any other person living in the employee's household. At the discretion of the District, other relatives of the employee or employee's spouse may be considered as immediate family for purposes of bereavement leave.
4. To receive bereavement benefits, an employee must notify his/her Department Chair prior to the start of the next scheduled workday. If such notification is not feasible, then notification must be made as soon as possible. Upon an employee's return from bereavement leave, the District may require necessary proof that he/she met eligibility requirements for bereavement leave.

F. Personal Necessity Leave (Paid Leave)

1. An employee may use sick leave in case of personal necessity.
2. The total number of days used shall not exceed 7 for one academic year.
3. Personal necessity does not require a stated reason.
4. The following limits and conditions are placed upon the use of sick leave for personal necessity:
 - a. The days allowed shall be deducted from the number of sick leave days per academic year (10 days).

- b. Personal necessity shall not be granted to employees during leave of absence.
- c. Under no circumstances shall personal necessity leave be available for:
 - personal convenience
 - seeking other employment
 - matters that can be taken care of outside of work hours
 - recreational activities or vacation.

G. Military Leave - Temporary (Paid Leave)

A contract or regular faculty member called to temporary military duty shall be granted military leave as required by the California Education Code and the Military and Veterans Code.

H. Jury Duty (Paid Leave)

Contract and regular faculty members called to jury duty shall be granted up to thirty (30) days of paid leave of absence when required hours of jury service conflict with required hours of service in the District. The District may grant additional jury duty leave days beyond the thirty (30) provided above. Notice of call to jury duty shall be reported to the Office of Human Resources. Juror's fees, exclusive of mileage allowance, received by the faculty member shall be deposited in the Business Office to the credit of the District.

I. Court Appearance Leave (Paid/Unpaid)

1. Upon request, employees will be granted unpaid leave or personal necessity leave (up to the maximum allowed) at the employee's discretion, to appear as a party in court in actions in which the District is not involved or as a witness in a court action pursuant to subpoena. Such request shall be submitted at least three (3) days in advance of said appearance when receipt of court notice so permits.
2. Employees who appear as litigants/complainants against the District in any court action will be granted unpaid leave.
3. Employees appearing in court on behalf of and/or at the request of the District shall be granted paid leave for whatever time such appearances in court cause the employees to be absent from work.

J. Legislative Leave (Unpaid)

1. A tenured employee who is elected to the State Legislature or Congress shall be granted, upon request, an unpaid leave of absence for the length of the term or terms in office.

2. Employees on such leave shall notify the District of intended return at least six (6) weeks prior to the expiration date of the leave.

K. Health Leave (Unpaid)

1. The District may grant an employee a leave of absence without pay for reasons of health. Such leave will be for a period neither less than one (1) semester nor more than one (1) year. A Statement of Need by a physician is required with the application. The District may obtain, at District expense, the opinion of a physician chosen by the District. Probationary or tenure status of an employee requesting health leave will not be affected if such leave is granted.
2. The employee shall notify the District of the employee's intended return date at least two (2) weeks in advance of the expiration date of the leave.
3. The request to return from a health leave shall be accompanied by a statement from the employee's physician, indicating that the employee can return to full-time employment without detriment to the employee's health. The District may request, at District expense, the opinion of a physician chosen by the District.
4. Employees on health leave may accept a position in another district only upon prior approval by the District.

L. Maternity Leave (Unpaid)

The District shall provide for leave of absence from duty for any contract and regular faculty member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. 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's physician and be subject to the District's approval based upon an evaluation of a physician retained by it. (Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom 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 by the District.)

M. Family Medical Leave (Unpaid)

Subject to the provisions of the Family Medical Leave Act.

N. Sabbatical Leave

Sabbatical Leave, a leave of absence granted by the District not to exceed one academic year to provide the opportunity to prepare for improved services to the District. Sabbatical leave is part of the total professional growth program and should consist of study and/or research or return to industry or business for the purpose of improvement of the individual's contribution to the District.

1. Eligibility:

- a. Status - Employee must have a status as a regular employee.
- b. Service - Employees must have rendered service in the District in a position or positions requiring certification qualifications for at least seven (7) consecutive years immediately preceding the beginning of the leave. Upon the completion of a sabbatical leave, at least six (6) years of additional service shall precede a subsequent sabbatical leave. Absence from service on a sabbatical leave granted by the Board of Trustees shall not be counted as a break in service. Upon the completion of a one semester leave at least five (5) years of additional service shall precede a subsequent sabbatical leave.

2. A sabbatical leave will fulfill one (1) or a combination of the following purposes:

- a. Course work and instructional programs – (see Administrative Procedure 7160 or definition)
- b. Professional publications – (see Administrative Procedure 7160 for definition)
- c. Independent study – (see Administrative Procedure 7160 for definition)
- d. Return to industry – (see Administrative Procedure 7160 for definition)

3. Requirements and Procedures:

- a. Criteria to be used in the granting of sabbatical leaves have been determined by Administrative Procedure 7160.
- b. The President's recommendation for approval of sabbatical leave to the Board of Trustees via the Chancellor will be contingent upon the availability of qualified personnel to assume the applicant's duties.
- c. Applications for sabbatical leave must be filed with the Professional Growth and Sabbatical Leave Committee through the Office of the Vice President, Academic Affairs/Educational Services, for their recommendation to the President no later than February 15 for the following academic year, and no later than May 15 for the following spring semester only. These dates may be waived by the District where timely application is prevented by the procedures of other institutions

or governmental agencies. The President shall give notice to the applicant whether the request is granted or rejected within sixty (60) days after these filing dates. In case of rejection, the specific reason(s) shall be provided, in writing, to the applicant upon request.

- d. The application must be accompanied by a Certificate of Health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study or research proposed.
- e. A sabbatical leave once granted may not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the District.
- f. A faculty member on sabbatical leave is ineligible for overload assignments during the period of the leave.

4. Compensation for Sabbatical Leave:

- a. Salary Status - Absence on sabbatical leave shall count as a regular period of service and shall not interrupt the employee's progress on the salary schedule.
- b. Rate of Compensation - The academic employee who has been granted sabbatical leave and who has complied with the provisions under which such leave was granted will receive 70% of his/her regular faculty salary placement for a full academic year's leave, or his/her full faculty salary for a semester's leave. Academic employees on such leaves may be granted leave for the academic year at full faculty salary, provided they perform 30% of their duties during the year.

If it is determined that it is in the best interest of the District and at the sole discretion of the Board, a sabbatical leave at 100% pay may be granted for reasons to include, but not limited to, pursuing study for a terminal degree or to train in a field other than the one of hire so the individual can continue service to the District.

- c. An employee on sabbatical leave may work outside the District if that employment will enhance the employee's contribution to the District. An employee on sabbatical may be employed as a summer session or extended day staff member in accordance with regular Board policy; however, the employee shall not engage in any other employment during the term of the sabbatical leave, if it interferes with the primary purpose of the sabbatical which is to provide time for study. The foregoing shall not preclude a research grant or a return to

industry or business which is part of an approved sabbatical leave. A Faculty member on a 70% leave may accept, with the Professional Growth and Sabbatical Leave Committee's approval, another position which does not constitute more than one third of his/her average load over the last three years. A faculty member on a 100% leave may only earn salary which directly offsets verifiable expenses of the sabbatical. The District may request copies of the employee's W2 statements at the end of the sabbatical period.

- d. Any educational or research grant such as might be provided through government or foundation sources, which when added to the sabbatical compensation paid by the District exceeds 100% of the normal salary, shall cause the reduction of the District payment so that the combined grant and the District payment will not be more than 100% of contract salary.
- e. Compensation for Return to Industry Leave -- Financial remuneration from the business or industry sponsoring a Return to Industry Leave may be accepted by the faculty member instead of the District salary if it is greater. If the District salary is greater than that offered by the business or industry, the actual amount of the sponsoring agency's salary will be paid to the district to offset the district salary payment to the faculty member. IRS forms will be provided to the District to verify salary payments by the sponsoring agency.
- f. Method of Compensation - The salary for sabbatical leave shall be received in the same manner as if the employee were teaching in the District. The employee and the District shall share equally in the cost of providing a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two (2) academic years' service in the Riverside Community College District immediately following such leave.
- g. Accident or Illness - Interruption of the program of study or research caused by serious accident or illness during a sabbatical leave shall not affect the amount of compensation to be paid the employee under the terms of the sabbatical leave. However, the President must be notified by registered mail within ten (10) days after the occurrence of the accident or illness, and a doctor's statement verifying the accident or illness must be submitted.

5. Retirement:

Sabbatical leave shall count toward retirement, and the retirement and annuity contributions of the employee shall be collected.

6. Status Upon Returning From Sabbatical Leave:

- a. At the expiration of a sabbatical leave, the certificated employee who has been granted such leave shall be reinstated, unless otherwise agreed, in the position held at the time the leave was granted.
- b. Notwithstanding any other provision of this Agreement, the faculty member shall remain in the service of the District for a minimum of two (2) academic years following completion of the sabbatical leave.

7. Reports on Sabbatical Leave:

- a. Interim reports may be required by the President.
- b. Each employee returning from sabbatical leave shall file a final written report with the President not later than one (1) month after the day on which the employee resumes active service. A final report shall include, but not be limited to, the name of the institutions attended, courses pursued, credits received or experience gained, together with the employee's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the Community College District.

O. Professional Improvement Leave

1. The District may grant a short-term leave of absence, with or without pay, for purposes of conference attendance or for other purposes which provide a benefit to the District.
2. If the District proposes to eliminate an instructional program/area, tenured faculty may apply for a paid leave to retrain in another and/or related instructional area. An instructional plan shall be developed jointly by the tenured faculty member, the Professional Growth and Sabbatical Leave Committee, and an Equivalency Committee appropriate for the area. If it is then determined to be in the best interest of the District and at the sole discretion of the Board of Trustees, a leave of up to one (1) year and up to 100% pay may be granted by the Board so the tenured faculty member can continue service to the District.

P. Substitutes

The District may request, but shall not require, a faculty member to substitute for another faculty member who takes leave pursuant to this Article.

Q. Other Leaves

1. The District may grant leaves for reasons not otherwise set forth in this Article.
2. If it is determined that it is in the best interest of the District and at the sole discretion of the Board of Trustees, a leave of up to one (1) year and up to 100% pay may be granted to a regular faculty member for reasons to include, but not limited to, pursuing study for a terminal degree or to train in a field other than one of hire.

R. When a faculty member returns from an extended leave, the campus Dean of Instruction in consultation with the Department Chair will determine the effect the return to the classroom will have on the educational progress of students. If it is determined that a return to the classroom is not in the best interest of students, then the employee, Department Chair, and campus Dean of Instruction shall mutually agree upon an appropriate non-teaching assignment for the remainder of the semester. The assignment will be designed to require not less than thirty (30) hours per week of on-campus activity, including those hours required for the employee to fulfill other duties as described in Article X, Section F. Assigned activities may include, but not be limited to, curriculum review and development, program planning, materials preparation, classroom research, and other such activities singly or in combination thereof. Returning employees may be assigned suitable activities in appropriate administrative offices relating to academic affairs, student services, planning and development, and administrative services.