

Article 9

Leaves With Pay

The District shall grant paid leaves of absence to contract/regular faculty for the following reasons and subject to the conditions set forth in the following sections.

- a) sick leave (Section 9.3);
- b) personal necessity leave (Section 9.4.1);
- c) parental leave (Section 9.4.2)
- d) bereavement leave (Section 9.4.3);
- e) critical illness leave (Section 9.4.4);
- f) paid employee and immediate family catastrophic leave (9.4.5)
- g) industrial accident or illness (Section 9.5);
- h) quarantine (Section 9.6);
- i) jury duty leave (Section 9.7);
- j) judicial appearance leaves (Section 9.8);
- k) personal business (Section 9.9);
- l) sabbatical/professional development (Sections 11.6 through 11.9); and
- m) exchange teaching (Section 11.10).

The District shall grant paid leaves of absence to long-term temporary (refer to Section 2.4.4), overload and adjunct faculty members for the following reasons and subject to the conditions set forth in the following sections.

- a) sick leave (Section 9.3);
- b) personal necessity (Section 9.4);
- c) parental leave (Section 9.4.2)
- d) bereavement leave (Section 9.4.3);
- e) critical illness (Section 9.4.4) for adjunct faculty/overload members only;
- f) industrial accident and illness (Section 9.5);
- g) quarantine (Section 9.6);
- h) jury duty leave (Section 9.9) for adjunct faculty/overload members only;
- i) judicial appearance leave (Section 9.10) for adjunct faculty/overload members only.

For leaves deined under Article 9, appendix B may be used as a reference on the implementation.

9.1 Definitions

9.1.1 Absence

Time away from working duties and/or work location during required periods of service.

9.1.2 Authorized Absence

Absence which is taken in accordance with this Agreement.

9.1.3 Administrative Officer

For the purpose of notification of absence or leave, the appropriate Area Dean or the College President is the administrative officer at the college.

9.1.4 Immediate Family

Parent, grandparent or grandchild of the employee or of the employee's spouse or domestic partner; step-parent, spouse, domestic partner, child, son-in-law, step-child, daughter-in-law, sibling, brother-in-law, sister-in-law, aunt or uncle of the employee; child or sibling of domestic partner; spouse of domestic partner's child.

9.1.4.1 Immediate family also includes a designated person of the employee, as defined by Gov. Code 12945.2. A designated person will be identified at the time the leave is requested and is limited to one person per 12-month period.

9.1.5 Industrial Accident or Illness

Illness or injury which is supported by a physician's or approved practitioner's certificate which qualifies under State Workers' Compensation Insurance as being work connected.

9.1.6 Parental Leave

Parental Leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee (Ed. Code §87780.1[f]).

9.2 General Conditions Applicable to All Leaves with Pay

9.2.1 Notification to Administrative Officer

The employee shall notify the appropriate Area Dean or College President of the reason for the leave and the amount of time to be involved. When the absence cannot be anticipated in advance, the appropriate administrative

officer shall be notified of the reason for the absence and the estimated time required at the employee's earliest reasonable opportunity.

9.2.2 Documentation Required

The administrative officer may require documentation from a physician supporting the employee's need for absence. Documentation shall be required for any absence in excess of ten (10) days. A physician is any person licensed as a physician or designee, nurse practitioner, surgeon, physician's assistant or psychiatrist by the Medical Board of California or by the California Board of Dental Examiners to practice medicine and to prescribe controlled medications. Also covered is treatment by a chiropractor as specified in the Labor Code.

9.2.3 Report of Absence

Upon termination of absence, the employee shall complete the Cumulative Absence Report – Certificated Employees form stating the reason for absence. (See Appendix C)

9.2.4 Gainful Employment Disallowed

An employee shall not be allowed to undertake any gainful employment while absent unless specifically authorized by the Board. The employee may be required to certify that they were not gainfully employed.

9.2.5 Salary Compensation

Employees who are absent from work during required periods of service shall be entitled to salary compensation during the period of such absence as expressly provided by this Agreement.

9.2.6 Failure to Return to Duty

An employee who fails to return to duty upon completion of a leave of absence may be dismissed by the District unless such employee was unable, due to causes beyond their control, to return to duty, in which event the employee may report the circumstances as soon as they are able to do so.

9.2.7 Effect of Paid Leave on Continuity of Service

Periods of paid leave shall not be considered a break in service.

9.3 Sick Leave

Absences due to the mental health, mental illness, physical illness, and physical injury of the employee may only be charged to sick leave on assigned duty days. Hereafter, "illness" includes mental health, mental illness, physical illness, and physical injury.

9.3.1 Compensation

Sick leave shall be available for all faculty on the first day the employee is to report to work.

9.3.2 Accrual of Paid Sick Leave

Faculty shall earn paid sick leave as follows:

9.3.2.1 Ten-month full-time employees shall be entitled to ten (10) days of paid sick leave for each academic year earned at a rate of one (1) day per month.

9.3.2.2 Less than full-time (100%) employees shall be entitled to paid sick leave in proportion to the ratio of their work hours and work months to full-time faculty employment.

9.3.3 Unused sick leave may be accrued indefinitely and upon retirement may be added to retirement benefits depending upon STRS regulations in effect upon retirement.

9.3.4 Employees on leave of absence for reasons other than illness or injury will maintain accrued paid sick leave but, with the exception of sabbatical leave, will not earn additional paid sick leave during the period of leave.

9.3.5 Payment of Paid Sick Leave

9.3.5.1 A regular faculty member shall be paid at the regular salary rate during the period they are using accrued paid sick leave. A regular faculty member who has used all accrued sick leave will be advanced as much sick leave as the employee could earn during the remainder of the academic year. Sick leave payment for adjunct faculty and long-term temporary employees is provided only as earned.

9.3.5.1.1 Please refer to Section 9.4.2.3 for provisions related to the use of sick leave for parental reasons.

9.3.5.2 If absence because of illness or injury extends beyond the foregoing allowance, the employee may be eligible for “five month law” benefits (Education Code §87780). If the employee provides the District with an acceptable medical verification, the employee shall be compensated at the rate of fifty percent (50%) of the employee’s regular salary, commencing with the date that the paid sick leave terminated and ending five (5) months after the original absence. The benefit provided in this article shall not be cumulative from year to year nor shall an employee be credited with more than one (1) entitlement of the

“five month law” benefit for a single illness or injury. This benefit is available to the employee whether or not they are placed on long-term personal leave for health reasons by the Board. Long-term temporary employees are not eligible for this benefit.

- 9.3.6 If an employee leaves the service of the District after having been paid more sick leave than has been earned, a deduction for such excess sick leave pay shall be made or recovered from the final salary payment. If the adjustment for excess sick leave payment is discovered after the distribution of the final salary payment, other repayment provisions shall be arranged between the employee and the District.

9.3.7 Transfer of Sick Leave

A faculty member, who has completed at least one (1) year of service in another California public school district shall have accumulated sick leave transferred to this District (Education Code §87782). Such transfer for regular faculty shall normally happen within one year of accepting employment with the District.

- 9.3.7.1 The District will include notice of the adjunct faculty’s right to transfer sick leave to Los Rios from another school district or community college district at the time of employment with Los Rios.

- 9.3.7.2 For regular employees, sick leave transferred from another district will be credited to either the regular or overload leave accrual bank dependent upon how it was earned in terms of regular or adjunct/overload service in the former district(s).

9.3.8 Health Leave Requirements

If an absence due to the illness of the employee exceeds ten (10) days, the employee is required to apply for a health leave.

9.4 Family and Related Leaves

9.4.1 Personal Necessity Leave

- 9.4.1.1 Six (6) days of accrued sick leave may be used during any fiscal year by the employee in cases of personal necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or on weekends. Examples of appropriate use of Personal Necessity Leave are religious observances of the employee's faith and illness of immediate family members (see Section 9.1.4). Personal Necessity Leave is available to regular faculty (164 day work year) and adjunct and

overload faculty during the fall and spring semesters. For regular faculty working a 174 day work year, the leave is available for use during the defined work period. Personal Necessity can be used during the summer term but without additional accrual. Longterm temporary employees are eligible for this leave for the employment period that they are working in the temporary position.

- 9.4.1.2 Upon written request, if a faculty member or their immediate family member is subject to immigration action(s) that impacts their stay in the United States, the faculty member shall be eligible for Personal Necessity Leave in order to attend to immigration or citizenship status matters up to the annual amount included in Section 9.4.1. Immigration actions include but are not limited to revocation or cancellation of DACA, Temporary Protected Status, or the denial or cancellation of asylum (including immigration protections afforded under the Violence Against Women Act).
- 9.4.1.3 The employee, whenever possible, should submit written request for Personal Necessity Leave to the employee's supervisor prior to the requested leave (except as noted in Section 9.4.3). Approval for the leave must be received from the employee's supervisor prior to commencement of the leave.
- 9.4.1.4 The employee shall not be required to secure advance permission for leave taken for any of the following reasons:
 - 9.4.1.4.1 Death or serious illness of a member of the employee's immediate family.
 - 9.4.1.4.2 Accident involving the employee's person or property, or the person or property of a member of their immediate family.
 - 9.4.1.4.3 Imminent danger to the home of the employee when the danger requires the attention of the employee during their assigned hours of duty. Such danger may be occasioned by flood, fire, earthquake or be of other serious nature and under such circumstances as cannot reasonably be disregarded by the employee.
- 9.4.1.5 *Additional Uses of Personal Necessity Leave*
 - These six (6) days of accrued sick leave may be used by employees to supplement:
 - 9.4.1.5.1 Critical Illness Leave (See Section 9.4.4)

9.4.1.5.2 Judicial Appearance Leave when the employee is required to appear as a litigant or as a witness when the appearance is not brought about by the misconduct of the employee.

9.4.1.5.3 Bereavement Leave

9.4.1.5.4 The employee must submit a completed Cumulative Absence Report – Certificated Employees form to the immediate supervisor upon returning to service.

9.4.2 **Parental Leave**

9.4.2.1 Definitions

9.4.2.1.1 Parental leave means leave for the birth of a child of the employee or the placement of a child with an employee in connection with the adoption, foster care, or legal guardianship of the child by the employee.

9.4.2.1.2 The parental leave effective date is the date of birth of a child, the date of legal adoption or adoption placement date, the legal foster care placement date, or the legal guardianship placement date. The employee must use parental leave within 1 year of the effective date.

9.4.2.1.3 For Section 9.4.2, a “week” means seven consecutive 24-hour periods.

9.4.2.2 The following provision specifies the parental leave available that is in addition to the leave provided in Section 9.4.2.3. This leave is not deducted from any other leave category. An employee shall be granted eight (8) consecutive weeks of paid parental leave. This leave is limited to one use per fiscal year.

9.4.2.2.1 The funding for the unit’s share of the costs for this parental leave shall be charged as specified in Appendix A.

9.4.2.3 The following provisions specify the use of sick leave for parental leave. Please refer to Sections 10.2 and 11.7.2.1.1 for additional provisions for parental leaves.

9.4.2.3.1 An employee shall have the right to utilize accrued sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The

employee will submit a physician's statement to the appropriate Area Dean verifying the period of time (with beginning and ending dates) that the employee was temporarily disabled.

9.4.2.3.2 An employee who has worked for the District for 1 day or more may use up to 12 weeks of sick leave for parental leave to bond with their newly arrived child. When an employee has exhausted all available sick leave and continues to be absent from their duties on account of parental leave, the employee shall be compensated no less than 50 percent of the employee's

regular salary for the remaining portion of the 12 week period on parental leave. This leave shall run concurrently with leave provided under the California Family Rights Act (Ed. Code §877801.1).

9.4.2.4 The provision to grant eight (8) consecutive weeks of paid parental leave and the change to the eligibility requirements for use of accrued sick leave for parental leave is a pilot program for the 2023–2026 contract cycle. The parties will evaluate the provisions of this section by the end of each fiscal year to determine fiscal feasibility of the pilot program. This provision will be incorporated into the 2026-2029 collective bargaining agreement unless the District or Federation indicate their desire to discontinue or renegotiate the change.

9.4.3 **Bereavement Leave**

Each unit member shall be granted necessary time off with salary entitlement not to exceed three (3) working days, or five (5) working days if travel in excess of a three hundred (300) mile radius from the District office is required in the event of the death of any member of the employee's immediate family, as defined in Section 9.1.4. (Education Code §87788) (See also Section 9.4.) Bereavement Leave is available to regular faculty (164-day work year) and adjunct and overload faculty during the fall, spring and summer terms. For regular faculty working a 174-day work year, the leave is available for use during the defined work period. Long-term temporary employees are eligible for this leave for the employment period that they are working in the temporary position. The employee must specify the relationship of the deceased on the absence report.

9.4.4 **Critical Illness Leave**

9.4.4.1 All regular, adjunct, and overload faculty shall be granted seven (7) days per year of salary entitlement in the case of critical illness or accident of an immediate family member.

9.4.4.1.1 Pilot Program

The provision of seven (7) workdays of critical illness leave is a pilot program for the 2023–2026 contract cycle. The parties will evaluate the provisions of this section by the end of each fiscal year to determine fiscal feasibility of the pilot program. This provision will be incorporated into the 2026-2029 collective bargaining agreement unless the District or Federation indicate their desire to discontinue or renegotiate the change.

9.4.4.2 The District may require the employee to attach to the Cumulative Absence Report – Certificated Employees form a written statement from the attending physician or recognized practitioner attesting to the period of critical illness of the immediate family. (Refer also to Personal Necessity Leave in Section 9.4.1.)

9.4.5 **Paid Employee and Immediate Family Catastrophic Leave**

Employees may be eligible for additional sick and immediate family leave benefits as outlined below.

9.4.5.1 Five Month Law Benefit Program

The program will provide faculty who have exhausted all sick leave (sick days) and enter into the five-month law program full pay and medical benefits for up to thirty (30) days under the five-month law.

9.4.5.2 Extended Paid Employee and Immediate Family Catastrophic Leave

Employee: This program extends the leave for faculty who have exhausted all sick leave benefits including the five-month law and are still unable to return to work, either partially or fully, and who are not eligible for disability, workers' compensation, or other benefits.

Immediate Family: This program also extends the leave for faculty in the case of critical illness or accident of an immediate family member and have exhausted all Personal Necessity Leave (See Article 9.4.1), Critical Illness Leave (See Article 9.4.4), and Personal Business Leave (See Article 9.4.3) and are still unable to return to work, either partially or fully.

- 9.4.5.2.1 Faculty who qualify for this benefit program must apply to and be approved by the Catastrophic Illness or Injury Committee.
- 9.4.5.2.2 Faculty who are on full medical leave will be eligible to apply for up to fifty percent (50%) salary and full medical benefits for a period of no longer than one (1) semester (82 workdays).
- 9.4.5.2.3 Faculty who are on partial health leave will receive up to an additional fifty percent (50%) salary supplement above the partial earnings with a total salary limit (partial earnings plus salary supplement) of one hundred percent (100%) salary. The faculty member will also receive one hundred percent (100%) medical benefits. This salary and medical benefit will be for a period of no longer than one (1) semester (82 workdays).
- 9.4.5.2.4 Faculty in the case of critical illness or accident of a member of the immediate family who are eligible for partial leave will receive up to an additional fifty percent (50%) salary supplement above the partial earnings with a total salary limit (partial earnings plus salary supplement) of one hundred percent (100%) salary once they have exhausted Personal Necessity Leave (See Article 9.4.1), Critical Illness Leave (See Article 9.4.4), and Personal Business Leave (See Article 9.9). The faculty member will also receive one hundred percent (100%) medical benefits. This salary and medical benefit will be for a period of no longer than four (4) consecutive weeks per faculty work year.
 - 9.4.5.2.4.1 For Section 9.4.5.2.4 a “week” means seven consecutive 24-hour periods.
- 9.4.5.2.5 Faculty in the case of critical illness or accident of a member of the immediate family who are eligible for full leave will be eligible to apply for up to fifty percent (50%) salary and full medical benefits for a period of no longer than four (4) consecutive weeks per faculty work year once they have exhausted Personal Necessity Leave (See Article 9.4.1), Critical Illness Leave (See Article 9.4.4), and Personal Business Leave (See Article 9.9).

9.4.5.2.5.1 For Section 9.4.5.2.5 a “week” means seven consecutive 24-hour periods.

9.4.5.3 The provisions of Section 9.2 apply to the Paid Catastrophic Sick Leave program.

9.4.5.4 The funding for the unit’s share of the costs for this program shall be charged to the unit as specified in Appendix A.

9.4.5.5 Definitions

For purposes of this section, the following definitions apply:

9.4.5.5.1 Catastrophic Illness or Injury

Catastrophic illness or injury means an illness or injury that is expected to incapacitate an employee from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their eligible sick leave and other paid time off and are still in need of paid time off.

Catastrophic illness or injury of an immediate family member means an illness or injury that is expected to incapacitate the employee’s immediate family, and that requires the employee to be present during the period of critical illness or injury of the immediate family member.

9.4.5.5.2 Eligible Employee

An eligible employee is a permanent employee of the District who is not receiving benefits under the District’s Industrial Accident and Illness program and who is not eligible for or receiving benefits from the District’s Disability Income Protection program. An eligible employee is further defined as an employee who, due to catastrophic illness or injury or Catastrophic illness or injury of a member of the immediate family, is in less than full pay status.

9.4.5.6 Catastrophic Illness or Injury Committee

A Catastrophic Illness or Injury Committee shall oversee the Extended Paid Employee and Immediate Family Catastrophic Leave program.

9.4.5.6.1 Committee Composition

The Committee shall be composed of three (3) voting members with two (2) members appointed by the LRCFT President, and one (1) representative from management. The Associate Vice Chancellor, Human Resources or designee, shall serve as the non-voting chair of the Committee. The Committee shall have access to resource staff as deemed appropriate by the Committee in discharging their responsibility.

9.4.5.6.2 Release Time

Committee members will be provided release time without loss of compensation and benefits, including a reasonable amount of travel time to and from the member's work location, to attend official meetings of the Committee.

9.4.5.6.3 Committee Charge

The Committee will be charged with oversight of the Extended Paid Employee and Immediate Family Catastrophic Leave program, including approval or disapproval of applications for Extended Paid Employee and Immediate Family Catastrophic Leave. The decisions of the Committee shall be final. Committee deliberations are confidential and decisions on approving or disapproving a requested leave shall be made by majority, secret vote of members present. In order to approve or disapprove a requested leave, a quorum of the Committee, defined as two (2) or more voting members, must be present to vote.

9.4.5.6.4 Committee Limitation

The Committee may not approve an Extended Paid Employee and Immediate Family Catastrophic Leave that exceeds the available funding.

9.4.5.7 Application for Extended Paid Employee and Immediate Family Catastrophic Leave

An eligible employee may apply for Extended Paid Employee and Immediate Family Catastrophic Leave by submitting an application for such leave to the LRCFT President and the Associate Vice Chancellor, Human Resources, who will immediately forward the application to the Committee. Applications for the Extended Paid Employee and Immediate Family Catastrophic Leave will be reviewed and acted upon by the Catastrophic Illness and Injury Committee. In order for an application to be acted upon, a Release of Medical Information form must accompany the application.

9.4.5.7.1 Physician Statement Required

Employee: A physician's statement verifying the employee's incapacitation must accompany the application for Extended Paid Catastrophic Sick Leave.

Immediate Family: A physician's statement verifying the critical illness or injury of the immediate family member.

9.4.5.7.2 Length of Leave

Employee: The length of an Extended Paid Catastrophic Sick Leave shall not exceed one semester (82 days), commencing from the first day that the employee is in less than full pay status.

Immediate Family: The length of an Extended Paid Immediate Family Catastrophic Leave shall not exceed four (4) consecutive weeks per faculty work year.

9.4.5.7.2.1 For Section 9.4.5.7.2 a "week" means seven consecutive 24-hour periods.

9.4.5.7.3 Requirement to Exhaust All Eligible Paid Leaves

Employee: An eligible employee must have exhausted all eligible paid leaves, including accrued sick leave, and be in less than full pay status to qualify for an Extended Paid Employee Catastrophic Leave.

Immediate Family: An eligible employee must have exhausted all Personal Necessity Leave (see Section 9.4.1) and Critical Illness Leave (see Section 9.4.4) and Personal Business Leave (see Section 9.11) and be in less than full pay status to qualify for an Extended Immediate Family Catastrophic Leave.

9.4.5.8 Pilot Program

The provision adding immediate family to the paid catastrophic leave program is a pilot program for the 2023–2026 contract cycle. The parties will evaluate the provisions of this section by the end of each fiscal year to determine fiscal feasibility of the pilot program.

This provision will be incorporated into the 2026-2029 collective bargaining agreement unless the District or Federation indicate their desire to discontinue or renegotiate the change.

9.5 Industrial Accident and Illness

- 9.5.1 The District will maintain insurance for the benefit of the faculty who sustains a personal injury in the performance of the job assigned by the District. Industrial accident or illness is defined as an illness or injury supported by a physician's or recognized practitioner's certificate and qualifying as being work-connected in this District.
- 9.5.2 Faculty members shall be granted industrial accident and illness absences with full pay for each such accident or illness. Allowable leave shall not exceed sixty (60) working days for the same accident. Allowable leave shall not be cumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. (Education Code §87787)
- 9.5.3 Industrial accident or illness absence shall commence on the first day of absence from work and shall be reduced by one (1) day for each day of authorized absence regardless of any temporary disability award.
- 9.5.4 During industrial accident and illness absence, the employee must remain within the State of California, unless specifically authorized to travel elsewhere by the Chancellor.
- 9.5.5 Employees are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor.

- 9.5.6 Should an employee sustain a personal injury on a job with this District, the employee shall notify their supervisor as soon as is reasonably possible.
- 9.5.7 Benefits cannot be paid to an injured employee unless the report of the accident has been filed by the employee with the supervisor and the employee has been examined by a physician or recognized practitioner within a reasonable time after symptoms have been observed.
- 9.5.8 The District has the right under terms and conditions of the District insurance program to have the employee examined by a physician or recognized practitioner designated by the District to assist in determining the length of time during which the employee will temporarily be unable to perform assigned duties and the degree to which a disability is attributable to the "injury or illness involved."
- 9.5.9 When entitlement to industrial accident/illness leave has been exhausted, entitlement to earned sick leave will then be used. If an employee has less than three (3) years of service, earned sick leave shall be used.
- 9.5.10 If an employee is receiving a compensation award, the person shall be entitled to use only as much of sick leave as, when added to the compensation award, will provide for a regular day's pay.
- 9.5.11 During any paid industrial accident and illness absence, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary less normal retirement and other authorized contributions.
- 9.5.12 All disputes arising in compensation cases shall be remedied according to law.

9.6 **Quarantine Leave**

An employee who is quarantined by county health officers shall receive salary entitlement during the period of enforced quarantine. If the employee is not ill, no deduction will be made from accrued sick leave. Quarantine Leave is available to regular faculty (164 day work year) and adjunct and overload faculty during the fall, spring and summer terms. For regular faculty working a 174 day work year, the leave is available for use during the defined work period. Long-term temporary employees are eligible for this leave for the employment period that they are working in the temporary position.

9.7 **Jury Duty Leave**

- 9.7.1 All regular, adjunct and overload faculty who are called for jury duty will be granted a leave of absence with salary entitlement for such daily time as is necessary to complete jury obligation. Leave time for jury duty applies to

normal court hours and/or when the jury is in session only. Long-term temporary employees are not eligible for Jury Duty Leave.

9.7.2 The employee will notify their administrative officer of the notice to appear for jury selection.

9.7.3 Payment for Services While on Jury Duty

The employee serving on jury duty will receive salary entitlement from the District provided the employee signs over and remits all compensation received during the paid leave of absence for such jury duty, exclusive of mileage, meals, and lodging, to the District.

9.8 Judicial Appearance

One (1) day of leave will be allowed for a regular/adjunct/overload employee to make a mandatory court appearance as a litigant or as a witness (see Section 9.4.1). Judicial Appearance Leave is available to regular faculty (164 day work year) and adjunct and overload faculty during the fall, spring and summer terms. For regular faculty working a 174 day work year, the leave is available for use during the defined work period. Leave time for judicial appearance applies to normal court hours and/or when the jury is in session only.

9.9 Personal Business

9.9.1 Each full-time contract/regular employee may be granted a maximum of two (2) days per academic year. Unused personal business days do not accrue or carry over from one year to the next. Personal Business Leave is available to regular faculty (164 day work year) during the fall and spring semesters only. For regular faculty working a 174 day work year, the leave is available for use during the defined work period.

9.9.2 Personal Business Leave is to be used for activities that the employee must tend to during work hours, including personal self-care.

9.9.3 The unit member who takes a Personal Business Leave assumes the responsibility for meeting all professional obligations, including presenting to students the material missed as a result of the absence. It is required that the appropriate administrator be advised that Personal Business Leave will be taken. Advance notification is expected except under extenuating circumstances.

9.10 Short-Term Military Leave

Regular faculty, regular faculty teaching overload assignments, and adjunct faculty members whose district service and recent military service total one (1) full year may be granted a short-term leave for the period of ordered duty providing it does not exceed 180 calendar days (including time involved in going to and from such duty) in one (1) fiscal year.

Eligible faculty members, when temporarily called to active duty or for the purpose of attending field-training exercises, shall be entitled to be paid their regular salary for the first thirty (30) calendar days of absence for the workdays they are absent from the District. The duty must occur during a paid status month of the employee's work year and the District salary payment will be offset by salary compensation received from the military service. In order to receive the difference in pay, the employee must submit a copy of their military pay stub to the Employee Benefits Department.

To qualify for the benefits provided, the unit member must forward a written request for leave, accompanied by a copy of the field order, to the appropriate college administrator prior to reporting for training or duty unless ordered to report immediately. Preferred adjunct and regular faculty overload assignments are eligible for the paid leave benefit if a request for assignment was submitted prior to the date of the field order. Non-preferred adjunct faculty must have received an assignment to be eligible for the paid benefit.

9.11 **Professional Development Leaves**

Professional development leave language can be found in the following sections:

Type A and B Section 11.6

Type C Section 11.7 Type D

Section 11.8

Type E Section 11.9