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# AGREEMENT

2019-2022

between the

Santa Monica College Faculty Association

and the

Santa Monica Community College District

August 20, 2019 - August 22, 2022



## ARTICLE 17 : LEAVES OF ABSENCE

### 17.1 General Provisions

- 17.1.1 A leave of absence is an authorization for an employee to be absent from duty, generally for a specific period of time and for an approved purpose.
- 17.1.2 A leave protects the employee by holding a place for such employee in the District until the leave expires, with the right to return to the District in the same position.
- 17.1.3 Only tenured personnel may be granted the following long term leaves: opportunity leaves, travel leaves, or sabbatical leaves.
- 17.1.4 Probationary, tenured and part-time personnel are eligible for the following leaves: sick, bereavement, industrial accident and illness, personal necessity and jury duty. Tenured and probationary faculty are also eligible for the following leaves: military, child-rearing, study, personal and family.
- 17.1.5 Leave requests will be considered if they do not create a hardship for the College.
- 17.1.6 Emergency, long-term personal and necessity leave requests will be considered on an individual basis. Return to duty from an emergency leave, other than short-term illness or injury leaves shall only be at the start of an academic semester or intersession unless positions are available at other times and it is in the best interest of the District. Return to duty at the start of an intersession may not be guaranteed.
- 17.1.7 Faculty on leaves of absence must notify the Human Resources Office by February 15 preceding the next academic year whether they will resign, request an extension of their leave, or return to their assignments at the start of the next academic year. Leaves will normally be granted on a one-year basis unless the granting of the leave is in the best interests of the District or exceptional circumstances arise.
- 17.1.8 All leaves for more than one month, except for medical leaves, must be approved by the Board of Trustees.
- 17.1.9 All leaves for less than one month must be approved by the Superintendent/President or designee, or the Board of Trustees.
- 17.1.10 Board approved leaves shall not count toward acquisition of tenure, but approved leaves do not constitute a break in continuity of service.

- 17.1.11 Faculty who take an unpaid leave will be allowed to remain on continued coverage at their own expense pursuant to the terms of applicable health, dental and vision insurance plan, provided they pay the premiums on a tenthly basis, or as required.
- 17.1.12 Immediately upon return to work, the employee shall complete the appropriate District form and submit it to his/her immediate supervisor.
- 17.1.13 Full-time faculty: Department Chairs will receive payroll sheets on a tenthly basis that will indicate the sick leave status for each full-time faculty member in the department. Human Resources will send each Department Chair, with distribution of the tenthly payroll sheets, a written reminder that they are to notify each full-time faculty as to their current sick leave status. Copies of the payroll reports indicating sick leave status will be sent to the Association at the same time the reports are sent to the Department Chairs.

Full-time faculty with Overload Assignments (including intersession): Faculty members with overload assignment will be notified of their sick leave status by the date of the second regular pay period for each Fall and Spring semester. Fiscal Services will provide a reporting form indicating the faculty member's hourly accrued sick leave, and a brief explanation of how the individual's sick leave is calculated. The sick leave reported will show a past balance of accrued sick leave, current period usage of sick leave, and current balance of sick leave.

Part-time and Emeritus Faculty: For part-time and emeritus faculty Fiscal Services will provide a reporting form indicating the faculty member's accrued sick leave by the date of the second regular pay period of each Fall and Spring semester, and a brief explanation of how sick leave is calculated. The sick leave reported will show a past balance of accrued sick leave, current period usage of sick leave, and current balance of sick leave.

- 17.1.14 Faculty members on a paid leave of absence shall receive salary and health and welfare coverage and retirement credits the same as if they were not on leave. Paid Leaves will be granted for personal emergency and necessity, to a maximum of seven (7) days per year, and for illness, to the extent of the employee's accumulated sick leave. Paid leaves for sabbaticals, military and industrial accident leaves must be Board approved. The Board may also approve other paid leaves.

## **17.2 Sick Leave**

- 17.2.1 The purpose of sick leave utilization shall be for physical and mental disability absences which make attendance impractical, or for legally established quarantine.

- 17.2.2** Subject to other specific District policies, full-time faculty who are employed full-time for 2 semesters shall be entitled to 10 days of leave of absence annually with pay for illness or injury. Department chairs shall be entitled to 11 days of leave of absence annually

with pay for illness or injury. 100% coordinators shall be entitled to 12 days of leave of absence annually with pay for illness or injury.

- 17.2.3 Earned but unused sick leave shall be accumulated from year to year.
- 17.2.4 Temporary contract faculty and those employed less than 10 months shall receive a proportionate share of sick leave based on length of assignment.
- 17.2.5 Faculty employed on partial contract shall be entitled to a proportionate amount of sick leave.
- 17.2.6 Sick leave is not credited to faculty on sabbatical leave.
- 17.2.7 Faculty elected on a one-semester full-time contract basis shall be granted five days sick leave for that period.
- 17.2.8 Effective Winter 2012, part-time teaching faculty shall be entitled to sick leave at the rate of seven hours for each one hundred hours of teaching service. Effective Winter 2012, part-time non-teaching faculty shall be entitled to seven hours for each one hundred hours of service.
- 17.2.9 Faculty who teach overload hours, or summer or winter intersessions, shall accrue sick leave at the hourly rate. Hours accrued in this manner will be accumulated in an hourly sick leave bank. Six hours shall be equivalent to one day. Overload and intersession absences will be deducted from the hourly sick leave bank until it is exhausted. Intersession absences in excess of the hourly bank will be deducted from the regular sick leave bank.
- 17.2.10 Accumulated sick leave may be used during the regular academic year or during intersessions when employed.  
  
Sick leave accumulated in other California school Districts shall be credited to all academic employees of the District as provided in Education Code Section 87782 and 87783.  
  
As provided in Education Code Section 22717 members of STRS Defined Benefit Program are entitled to additional service credit for unused sick leave at retirement.  
  
Every six hours of accumulated unused hours of sick leave shall be equivalent to one day of unused sick leave, subject to STRS interpretation and regulation.
- 17.2.11 Faculty members who do not complete an academic year due to verified illness or maternity leave will not be required to repay the District for advanced sick leave days used but not earned.
- 17.2.12 Sick leave shall not be transferrable from one faculty member's accumulated balance to that of another faculty member except under the provisions established in Board of

Trustees Policy 4154, Catastrophic Illness/Injury Leave Donation (“Policy”), herein incorporated as Appendix P. The Policy shall extend and apply to any faculty member who needs to take extended time off from work to care for a family member with a catastrophic illness or injury as these terms are defined in the Policy. Contribution to and use of this pool is voluntary and not subject to grievance under this Agreement.

17.2.13 Faculty members who resign during the college year or go on personal or opportunity leave and have used more sick leave days than they have earned or accumulated shall have the appropriate pro-rata amount deducted from his/her final warrant.

17.2.14 The Board of Trustees, the Superintendent/President or designee may require a medical verification statement from any academic employee who is absent due to illness or injury. Such requests may be made to determine fitness to return to work. Requests will be made on a timely basis.

17.2.15 Faculty members who have used all accumulated sick leave entitlement may petition for extended illness or injury leave with pay for a period not to exceed five school months. The term “five school months” as specified in Education Code Section 87780 is interpreted to mean five consecutive school months of 20 days each commencing after all current year sick leave is exhausted. Such pay shall be the difference between the academic employee’s pay and that of a substitute. A written request is to be submitted to the Human Resources Office, accompanied by a verified medical report from the doctor, stating that to return to the faculty position would impair the person’s health.

1. The doctor’s verification form shall be provided by the Office of Human Resources.
2. Petitions for this leave must be approved by the Superintendent/President or designee, and the Board of Trustees.
3. If at the end of the five school month maximum period, the employee is not able to return to work without restrictions, the employee shall be placed on a leave of absence without pay. (See 17.10)
4. Additional medical reports and physical examination may be required within reason during this leave at the discretion of the Superintendent/President or designee, the Board of Trustees, or the District Physician.

17.2.16 In no event shall the use of differential pay, when coordinated with Industrial Accident or Illness Leave days, remaining sick leave days, and/or accumulated vacation days, exceed five calendar months in any school year.

17.2.17 If requested to do so by the District, an employee who is returning to work and who has been absent five consecutive days or more, shall provide, at his/her expense, a statement from a medical doctor or licensed practitioner stating the reason for the

absence and indicating an ability to return to his/her position classification without restrictions or detriment to the employees physical and emotional well-being. In addition, the District may require the above statement for a period of absence of less than five days but in such case the District, rather than the employee shall bear the cost of such examination. In the latter case, the employee shall have the option to choose between his/her own or the District's physician and the District shall provide release time for such purpose. Immediately upon return to work, the employee shall complete the appropriate District form and submit it to his/her immediate supervisor.

When the District has reason to believe that there has been an abuse of leave privileges, the District may require the employee to verify a leave of absence. In the case of sick leave absence, the District reserves the right to require verification by a physician if it is deemed necessary by the District.

17.2.18 Pregnancy, miscarriage, childbirth, or recovery therefrom shall be treated as a temporary disability for which illness leave may be utilized. The date of commencement of absence from and return to duties because of pregnancy, miscarriage, childbirth, or recovery therefrom shall be determined by the employee and the employee's physician. The physician's verification for the commencement of absence from duties and resumption of duties shall be based on the employee's medically determined ability to perform assigned duties.

17.2.19 Faculty sick leave shall be charged as follows:

- (a) One day shall be deducted from a full-time faculty member's daily sick leave bank for each full contract scheduled day missed.
- (b) One half day shall be deducted from a full-time faculty member's daily sick leave bank for any partial contract scheduled day missed.
- (c) For sick leaves of more than 5 consecutive work days, a full-time faculty Member's daily sick leave bank also will be deducted one day for each unscheduled day missed. If the faculty member has requested and received the approval of their department chair to perform duties of assignment (see Article 6.1) on that day, the daily sick leave bank shall not be charged. If such permission is denied, the faculty member shall not be required to perform any duties of assignment on that day.
- (d) For any overload, intersession or part-time assignment, one hour shall be deducted from a faculty member's hourly sick leave bank for each scheduled hour missed.

17.2.20 Utilization of paid leave provision under this article for whole or half days shall be deducted from an employee's leave entitlement whether or not a paid substitute was employed to replace the employee on leave.

17.2.21 When an assignment is offered by the District and has either been accepted by the part-time faculty member or cannot be accepted because the part-time faculty member cannot fulfill the duties of that assignment as defined under the provisions allowed by the paid sick leave provision of this article, then the paid sick leave provision under this article shall be effective on the first day of the semester or intersession. In the case of sick leave absence, the District reserves the right to require verification by a licensed medical professional.

### 17.3 Bereavement Leave

17.3.1 Faculty members shall be allowed necessary leave of absence not to exceed three days, or five days if travel in excess of 300 miles is required, because of the death of any member of the immediate family (see 17.12.1). No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the District.

17.3.2 Bereavement absence is not applicable when an employee is on sick leave, any leave of absence, college holidays, or periods not covered by yearly contract.

17.3.3 Faculty members may take bereavement leave even if bereavement immediately precedes or follows allowable absences.

17.3.4 Notification of bereavement absence is to be made to the Human Resources Office through the appropriate administrator.

17.3.5 Additionally, the Superintendent/President may grant bereavement leave to faculty who express a desire to attend the funeral of a member of the college community.

### 17.4 Industrial Accident and Illness Leave

17.4.1 Industrial accident and illness leave shall be granted to employees in accordance with provisions of Article 4, California Education Code; for injury or illness incurred within the course and scope of the employee's assigned duties.

17.4.2 All reports of illness or injury that might possibly fall into the category of industrial accident and illness must be filed with the Office of Administrative Services within 24 hours of the occurrence of such an illness or injury.

17.4.3 Allowable leave shall be for not more than the equivalent of sixty (60) working days in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal

year, the employee shall be allowed to use only the amount of leave remaining from the previous fiscal year.

17.4.4 Industrial accident or illness leave shall commence on the first day of absence and shall be charged by one day for each day of authorized absence, regardless of a temporary disability indemnity award.

## 17.5 Personal Necessity Leave

17.5.1 Seven days of absence earned for sick leave annually under section 17.2 of this article may be used by the employee at his/her election in cases of personal necessity on the following basis:

1. The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 17.3.1 of this article;
2. is a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family;
3. when resulting from an appearance in any court or before any administrative tribunal as a litigant or party;
4. to attend the funeral of a close friend or a member of the faculty member's family other than the immediate family;
5. parental and/or grand parenting leave at the time of the birth or adoption of children;
6. observance of religious holidays of the faculty member's faith;
7. natural disasters such as earthquakes, fires or floods, which conditions make it impossible for the faculty member to be present at his/her workstation.
8. Four of the seven days provided for in section 17.5.1 may be used by a faculty member for matters of compelling personal importance which cannot be accomplished other than during the faculty member's regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

17.5.2 Faculty members may submit additional requests for items of personal necessity other than those listed above to the Superintendent/President or his/her designee. The Superintendent/President or his/her designee shall be the final authority in terms of the appropriateness of granting a personal necessity leave for any reason other than those listed above.



17.5.3 All absences authorized for personal necessity must be verified to the Superintendent/ President or designee for approval.

17.5.4 Absences of a personal nature in excess of seven days a year must be taken as personal unpaid leave.

#### 17.6 Jury Duty Leave

17.6.1 Faculty members absent due to mandatory court appearances, except as a litigant, shall be paid their regular salaries during such absences, and all jury or witness fees are to be signed over to the District.

17.6.2 If such jury or witness fees are greater than their regular daily wages, faculty may retain the fee if they request personal leave without pay for that period of absence from duty.

17.6.3 Verification of jury duty or subpoena must be presented to the Vice President, Human Resources before the date such duty is to begin.

17.6.4 Any meal, mileage, and/or parking allowance provided to faculty for jury duty shall not be considered in the amount received for jury duty.

#### 17.7 Military Leave

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

17.7.2 Time on military leave does not count toward acquisition of tenure.

#### 17.8 Child-Rearing Leave

17.8.1 A faculty member, who is the natural or adoptive parent of a child, shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child for a specified period immediately after convalescence from maternity or immediately after completion of appropriate adoption papers.

17.8.2 A faculty member may be granted child-rearing leave for up to one year beyond the period of time granted under 17.8.1 or 17.9.1. A faculty member will return to service at the beginning of a semester or intersession, unless it is in the interest of the District and the desire of the faculty member to return to work at an alternative starting date.

17.8.3 A faculty member does not qualify for illness or sick leave benefits while on child rearing leave.

17.8.4 The time a faculty member is on child-rearing leave does not count toward the acquisition of tenure.

17.8.5 This leave provision is in addition to an employee's entitlement for leave during the period of disability related to an employee's pregnancy and to such entitlement to leave under Family Leave, Section 17.9

## 17.9 Family Leave

17.9.1 Family leave of up to 18 workweeks during any twelve-month period shall be granted to tenured and probationary faculty who have completed at least one year of full-time service, for the following purposes:

1. Caring for the spouse, or domestic partner, or a son, daughter or parent of the faculty member if such person has a serious health condition as defined under the Family and Medical Leave Act of 1993.
2. Caring for his/her child after birth of the child.
3. Caring for his/her child immediately after completion of appropriate adoption or foster care papers.
4. Caring for a serious health condition that makes the faculty member unable to perform his or her duties.

17.9.2 Faculty members on family leave will receive health and welfare coverage the same as if they were not on family leave.

17.9.3 Extensions of family leave may be granted under the provisions of 17.10.3.

17.9.4 Family leave shall be unpaid except under the following circumstances:

1. Family leave shall be paid at the full rate or pro-rata for full-time faculty members who elect to use their overloads banked under Article 21. Partial pay may be granted to a faculty member under the banking provisions of this contract; pro-rata pay shall be granted only for contracts greater than or equal to 60%.
2. During Fall and Spring semesters, faculty members may elect to use earned sick leave for family leave.
3. During intersessions, faculty members may elect to use their accumulated hourly sick leave for family leave. .
4. No more than 12 weeks of sick leave may be used for family leave in any twelve-month period. Faculty members may elect to use a combination of overload banked hours and sick leave for family leave consistent with the provisions of this Section 17.9.

17.9.5 Partial and/or discontinuous leaves of absence for reasons in Section 17.9.1 may also be granted.

17.9.6 Family Leave shall begin on the first day of absence with the exception of family leave pursuant to section 17.9.1.2 shall begin after the faculty member has utilized all available paid leave and/or pregnancy disability leave.

#### 17.10 Unpaid Personal Leave of Absence

17.10.1 The District may, in its sole discretion, grant a leave of absence without pay to probationary and tenured faculty. Within five working days from the date of the Board action, Human Resources will provide the faculty member requesting a leave pursuant to this section with written notice of the approval or disapproval of the leave request.

17.10.2 Personal leaves shall be in the best interest of the District, and may be granted when the withholding of such a leave would work an undue hardship upon the faculty member requesting the leave.

17.10.3 Personal leaves will be granted in one or two semester increments and except for emergencies shall start at the beginning of an academic semester. Extension of family leave and opportunity leaves are covered under this provision.

17.10.4 A faculty member on unpaid leave of absence for personal reasons may continue to participate in the health and welfare benefits at his/her option, as provided for in 17.1.11.

17.10.5 Unpaid leaves of any length have an impact on the faculty member's status with STRS. This status is beyond the control of the District.

17.10.6 The Superintendent/President or his/her designee may, in his/her sole discretion, approve short term personal leave of up to 30 days to any tenured or probationary faculty member to meet emergency situations which arise out of circumstances which are unpredictable and unavoidable. A written notice will be provided to the faculty member requesting such a leave indicating whether the request for a personal leave has been approved or disapproved. The written notice will be sent to the faculty member within five (5) working days from the date the request for such leave was received by the Superintendent/President.

#### 17.11 Partial Leaves of Absence

17.11.1 Partial leaves of absence, or reduction in assignment at the request of the faculty member, may be granted by the District, in its sole discretion, to tenured and probationary faculty when such reduction is requested by the faculty member and is in the best interests of the program. Partial leaves shall not exceed a 40 percent reduction in assignment.

17.11.2 Faculty members on a reduced assignment shall be paid the pro-rata portion of their wages and benefits. The faculty member shall pay the balance of any benefits as delineated in section 17.1.11.

## 17.12 Definitions

17.12.1 “Immediate family” means the spouse, domestic partner, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, foster child or adopted child, either of the employee or of the spouse or of the domestic partner of the employee.

17.12.2 The “domestic partner” relationship shall be defined as two adults who have chosen to share their lives in a committed relationship of mutual caring, who live together in the same residence and who have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership.

Domestic partners must meet the following conditions:

- a. Must be an adult
- b. Must reside at the same address
- c. Must be limited to one domestic partner at any point in time
- d. And must meet any two of the following conditions:
  1. hold a joint mortgage or lease
  2. designate a partner as the beneficiary of life insurance or retirement benefits
  3. designate a partner as primary beneficiary in a will
  4. assign a health care power of attorney to the partner
  5. jointly own a bank account or credit account
  6. jointly own a car.

## 17.13 Sabbatical Leaves

17.13.1 For each academic year of the contract, the District will fund a minimum of eight (8) semesters of sabbatical leave in accordance with Santa Monica College Board of Trustees Policy and Administrative Regulations related to Human Resources and Education Code Section 87767, provided that there are at least that number of qualified proposals recommended by the Academic Senate Joint Sabbaticals and Fellowships Committee.