

ARTICLE 105

Associate Member Leaves

105.1 SICK LEAVE

105.1.1 ~~Associate members shall accrue sick leave each semester equivalent to the number of weekly student contact hours. Accrued sick leave is forfeited if the member is not re-employed within a period of six consecutive semesters.~~

105.1.2 ~~Sick leave shall be deducted on an hourly basis.~~

Associate members shall be granted sick leave for each semester of assignment as follows:

Total Load Factor of Assignment x 30 hours

Full-time members shall accrue sick leave for overload assignments as follows:

Total Load Factor of Assignment x 30 hours

(Education Code Section 87781)

105.1.2 **Associate members must be in active employment or on paid leave to earn or use sick leave.**

105.1.3 **Sick leave days shall be maintained by the Human Resources Department.**

An associate member may request in writing, not more than once per academic year, an accounting of the number of hours of sick leave the member has ~~accrued~~ **accumulated**. The Human Resources Department ~~will~~ **shall** provide, in writing, to the member an accounting of the sick leave balance within 30 working days of receipt of the request.

105.1.4 **An associate member's sick leave shall begin to accrue at the beginning of the term of the assignment. At the conclusion of the assignment, the District shall deduct the amount of any used, but unearned, sick leave from the associate member's final salary warrant.**

105.1.5 **New associate members may elect to transfer accumulated sick leave that was accrued in another California school district immediately preceding employment. The member must provide the District with proof of such accrual within six (6) months of their date of hire unless a formal agreement for extension has been agreed to in advance. Human Resources shall notify the member when the previously accrued sick leave has been credited to their account. (Education Code Section 87782)**

105.1.6 **Any unused accrued sick leave shall be accumulated indefinitely. No accrued sick leave shall be paid at the time of separation from the District. However, STRS does allow unused sick accrued sick leave to be used at retirement for service credit. (Education Code Section 22717)**

105.1.7 **An associate member's absence shall be charged against the member's total sick leave accumulation. The actual amount of sick leave charged shall be based on the actual hours missed (not including office hours) and the load**

base of the class/assignment. The Sick Leave Computation Table defines the calculations for sick leave:

<u>Lecture based load (16.4)*</u>	<u>Actual Hours Missed x 1.83</u>
<u>Lab based load (19.7)*</u>	<u>Actual Hours Missed x 1.523</u>
<u>Lab based load (21.9)*</u>	<u>Actual Hours Missed x 1.371</u>
<u>Lab based load (23)*</u>	<u>Actual Hours Missed x 1.305</u>
<u>Lab based load (26.3)*</u>	<u>Actual Hours Missed x 1.141</u>
<u>Non-instructional (hour-based) load (32.8)*</u>	<u>Actual Hours Missed x .915</u>

*Based on the load chart per Article 18.

Example: An instructor is out for a day in which he/she misses 3.28 class hours. If the load base of the class is 16.4 hours per week (Article 18.2), the sick leave hours to be recorded are $3.28 \times 1.83 = 6.00$.

105.1.8 If the member's absence exceeds three (3) consecutive days, the President or designee may require a statement from the member's physician that the member is able to fully perform job duties upon return from illness or injury leave.

105.1.9 A faculty member may use, in any calendar year, accrued sick leave, in an amount not more than the amount earned in half a year of employment, to attend to the illness of a faculty member's child, parent, spouse or domestic partner or domestic partner's child. (Labor Code 233)

105.1.10 Members who have exhausted their sick leave and are absent from work due to illness or injury for a period of five (5) school months or less shall have compensation deducted monthly in an amount equal to the amount actually paid to one or more temporary substitutes who fill the position during the absence. Such deduction shall not exceed the sum actually paid or, if no temporary or substitute employee is hired, the amount which would have been paid had a temporary or substitute been hired. Reference: Education Code Section 87780.

105.1.11 Refer to Article 13.9 regarding the available options when one member substitutes for another member.

105.2 PERSONAL BUSINESS NECESSITY LEAVE

Associate members who have been employed by the District for at least four (4) semesters will be entitled to up to two days of personal business leave (including religious observances) per year as long as it does not constitute a hardship for the division, program or service.

105.2.1 The member will normally submit the request for approval on the Associate Absence Report five days in advance to the division chair through the department chair.

105.2.2 Personal business leave will be deducted from the member's sick leave and shall not be accumulated from year to year.

105.2.3 A substitute will not be hired for a member on personal business leave. The member is expected to provide an alternative assignment.

105.2.1 Associate members may use a maximum of three (3) days per semester of their accumulated sick leave for personal necessity or for other cases of compelling personal importance. Days are not cumulative from year to year. Personal necessity leaves shall be granted only for specific leaves and are subject to the following guidelines.

105.2.2 Without Advance Notice

A member shall not be required to secure advance permission for leave taken for any of the following reasons:

- 1. To extend the number of days of the bereavement for a member of the immediate family (as defined in Article 105.3).**
- 2. For an accident involving the member's person or property, or the property of the member's immediate family, of such a nature that the member's immediate presence is required during the workday.**
- 3. For serious illness of members of the immediate family (as defined in Article 33).**

Notice should be provided to the member's Division Chair or appropriate Administrator as soon as could reasonably be expected.

105.2.3 With Advance Notice and Approval

Personal necessity leaves other than those listed in Article 105.2.2 must be requested and approved by the member's Division Chair or appropriate administrator. Personal necessity leaves may be granted:

- 1. For appearance in court as a litigant. Return to work is required where it is not necessary to be absent for the entire day. Advance notice shall be at least five (5) work days.**
- 2. For religious holidays/observances which the member asserts are of such moral/ethical significance that it is a personal necessity to be absent from work. Advance notice shall be at least five (5) workdays.**
- 3. For emergencies or personal business which cannot be accomplished during non-working hours. Advance notice to be as soon as reasonable under the circumstances.**
- 4. To participate in activities of school age children. A faculty member who is a parent, guardian or grandparent of one or more children in grades kindergarten to twelfth grade, or attending a licensed day care facility may take leave for up to eight (8) hours a month per fiscal year to participate in activities of the school (for example, a field trip or a holiday program or concert) if the member provides reasonable advance notice. If requested, the member shall provide documentation from the school or facility of the member's participation on a specific date or particular time. (Labor Code 230.8) If the member has no personal necessity leave, the leave may be taken, but shall be unpaid.**

5. For other reasons of compelling personal importance, advance notice to be provided as soon as reasonable under the circumstances.

Reference Education Code Section 87784, 87781.5, and 87781

105.3 BEREAVEMENT LEAVE

Associate members are entitled to bereavement leave, with pay (and no sick leave deduction) of up to three consecutive days, or five consecutive days if out-of-state travel is required, for each occurrence and at the time of the occurrence, for a death in the immediate family. Immediate family means the mother, father, grandmother, grandfather, grandchild, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, or any relative living in the immediate household of the member. Immediate family also includes the son, daughter, brother, sister, mother, father of the members partner listed on the “affidavit of Domestic Partnership.”

Per Article 105.2, the bereavement leave specified above may be extended through personal necessity leave.

Ed Code 87788

Each associate member shall be entitled to paid bereavement leave of absence sufficient to allow for three (3) consecutive duty days within one week on the account of the death of any member of his/her immediate family:

- ~~105.3.1 Immediate family means the mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, or any relative living in the immediate household of the member.~~

105.4 LEGAL AND CIVIC DUTY LEAVE

- 105.4.1 Associate members shall be granted a leave of absence to appear as a witness in court other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the member.**

- 105.4.2 Such leave(s) shall be granted with pay.**

- 105.4.3 Members shall return to work during any time in which they do not have to report to court.**

~~Associate members shall be granted a leave of absence to appear as a witness in court other than as a litigant, to serve on a jury, or to respond to an official order from another government jurisdiction, for reasons not brought about through connivance or misconduct of the member.~~

- ~~105.4.1 Such leave shall be granted, with pay, when such appearance conflicts with the regularly scheduled work hours of the member. The amount paid shall not exceed the difference between the member’s regular earnings and any amount~~

~~he/she received for any jury duty or witness fee, exclusive or mileage and meal allowances.~~

~~105.4.2 Members shall return to work during any time they do not have to appear under the requirements listed in 105.4.~~