

ARTICLE 12

LEAVES

12.1 **GENERAL LEAVES:**

12.1.1 A leave is an authorized absence from duty for a specified period of time.

12.1.2 Unless otherwise indicated, leaves may be extended upon mutual agreement between the unit member and the District.

12.1.3 Unless otherwise indicated, members on paid leave are eligible for and retain fringe benefits of their position.

Members on unpaid leave of absence of less than one month shall have the cost of the fringe benefits deducted from their payroll.

Members on unpaid leave other than those on reduced load (Section 15.3.2) shall be eligible for and retain fringe benefits of their position, in accordance with the specific insurance programs and carrier requirements, by paying monthly, in advance, the full District and employee costs of such benefit programs. Members not electing to pay such costs of coverage shall have benefits rescinded until return from leave.

12.1.4 Unless otherwise indicated, time on paid leave shall be counted as time in service for all rights and benefits.

12.1.5 District may grant or deny requests for early return from leave or cancellation of approved leave.

12.1.6 A unit member may be granted a leave without pay for not more than twenty (20) assigned duty days in any one (1) year period, subject to the discretion/ approval of the Chancellor, or designee.

A unit member may be granted leave without pay for any period of time upon recommendation of the Chancellor and subject to the approval of the Board.

12.2 **BEREAVEMENT LEAVE:**

12.2.1 Leave of absence due to, and at the time of, the death of a member of the immediate family shall be granted to faculty employees of the District. Such leave shall be with pay and shall not exceed five (5) days.

12.2.2 "Members of the immediate family," means the mother, father, grandmother, grandfather, grandchild, or domestic partner of the employee or spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister-in-law or sister of the employee or domestic partner, or any relative living in the immediate household of the employee.

12.2.3 An extension of bereavement leave may be requested by the member. Such extension, if granted, shall be with salary for the extension period, not to exceed a total of six (6) days, when approved by the Chancellor, or designee.

12.3 **PERSONAL NECESSITY LEAVE:** A faculty member cannot be required by management to supply a specific reason when using personal necessity leave.

12.3.1 A unit member shall be granted a maximum seven (7) days leave of absence in any school year without loss of pay in cases of personal necessity. Such leave shall be deducted from the employee's accumulated sick leave.

12.3.2 Personal necessity is the illness or death of a member of the immediate family (not covered by Family Leave or Bereavement Leave), an accident involving the member's person or property or the person or property of a member of the immediate family; appearance in court as a litigant or as a witness under official order; or, compelling personal business which cannot be conducted before or after the employee's regular assigned duty day. Personal necessity leave is not intended for vacation.

Reasonable notice in advance is required, where possible, and, District approval must be obtained prior to the leave payment being processed.

12.3.3 "Immediate family" shall be as defined in "Bereavement Leave."

12.4 **JURY DUTY/JUDICIAL LEAVE:**

12.4.1 When regularly called for jury duty or as a witness in the manner provided by law, members shall be granted, upon request, a leave of absence with pay for the day the employee is called to perform jury duty or serve as a witness during the employee's regularly assigned working hours.

12.4.2 Request for jury duty/witness leave should be made by presenting, as soon as possible, the official court summons to the member's immediate supervisor or District designee.

Reimbursement to the District of any monies earned as a juror or witness, except mileage and meal allowance, shall be made by the member.

12.4.3 Employees are required to return to work during any evening or weekend assignment in which jury duty/witness leave services are not required.

12.4.4 District may require verification of jury duty/witness leave time prior to, or subsequent to, providing jury duty/witness leave compensation.

12.4.5 Leave under this provision is not available for absences where remuneration is provided the employee.

12.5 **SABBATICAL LEAVE:**

12.5.1 Eligibility. An applicant for sabbatical leave must have rendered full-time service in the District for at least six (6) consecutive academic years immediately preceding the sabbatical leave, and, not more than one (1) such leave shall be granted in each six (6) year period.

12.5.2 Computation.

- 12.5.2.1 No absence from the service of the District under a leave of absence, other than a sabbatical leave, shall be deemed a break in the continuity of service, and, the period of such leave shall not be included as service in computing the six (6) consecutive years of service required.
- 12.5.2.2 Credit for one (1) academic year is earned when the employee has worked seventy-five percent (75%) of the total number of teaching days in that academic year for more than sixty percent (60%) of the hours per week required for a full-time assignment.
- 12.5.2.3 Service under a fellowship or foundation either full or part-time, approved by the sabbatical leave committee, for a period not to exceed one (1) year in toto, for research, teaching or lecturing shall not be deemed a break in continuity of service. This time shall be used in computing the six (6) consecutive academic years of service eligibility.
- 12.5.2.4 A single semester of service during an academic year shall not be included as fulfilling eligibility requirements.
- 12.5.2.5 Periods of service intervening between two (2) separate six (6) month periods shall be counted toward the service required for a subsequent sabbatical leave.

12.5.3 Leave Period.

- 12.5.3.1 Sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than one (1) year.
- 12.5.3.2 Sabbatical leave may be taken in separate six (6) month periods rather than for a continuous one (1) year period, provided the leave for both of the separate six (6) month periods shall begin and end within a three (3) year period. The six (6) month periods shall fall within the semester dates as indicated in the District calendar.
- 12.5.3.3 The intervening periods of service between split sabbatical leave semesters shall count toward the service required for a subsequent sabbatical leave. In these circumstances, the fall semester of the year of application for a subsequent sabbatical leave shall count toward the service required for that subsequent sabbatical leave.
- 12.5.3.4 Applications for sabbatical leaves for the following academic year must be filed with the college president by the end of the first full week of classes in the spring term.

12.5.4 Number of Leaves.

- 12.5.4.1 Annually, an amount equal to 0.6% of the total expenditure listed in the official budget under Certificated Salaries, Monthly Teaching and Variable Teaching + \$100,000 shall be budgeted for sabbatical leaves for the life of the contract.
 - 12.5.4.1.1 Any such funds allocated but not spent, up to \$300,000, will be added to the allocation for the next following year.

12.5.4.1.2 If the actual cost is more than the amount allocated, such additional cost will be subtracted from the allocation for the next following year.

12.5.4.2 The number of sabbatical leaves granted shall be determined by the following process after the Sabbatical Leave Committee has established the ranking:

12.5.4.2.1 Each campus, with departmental participation as provided in Article 6 of this agreement, shall submit to the Chancellor which potential recipients need to be replaced and whether they should be replaced by full-time or part-time instructors.

12.5.4.2.2 The Chancellor will consult with the United Faculty on the possibility of inter-campus replacement for the potential candidates.

12.5.4.2.3 The Chancellor, in consultation with the United Faculty, shall then determine the number of sabbatical leaves to be granted.

12.5.5 Compensation.

12.5.5.1 A member on a one (1) year sabbatical, or on a one (1) year split-semester sabbatical shall receive seventy percent (70%) of full salary for such periods. Load banking credit may be used to augment the 70% salary. (See Article 7.11.10).

12.5.5.2 A member on one (1) semester sabbatical shall receive one hundred percent (100%) of the salary which the employee would have received had he/she remained in active service.

12.5.5.3 A member on sabbatical leave shall receive such automatic increases in salary as would have been received had he/she remained in active service, and shall be subject to the salary schedule in effect at the time of return.

12.5.5.4 A member on sabbatical leave shall be paid in the same manner as if the employee had remained in active service.

12.5.6 Approved Activities for Sabbatical Leave.

12.5.6.1 Sabbatical Leave for Study. Applicants shall submit a detailed program of academic study, either graduate or undergraduate and pursue a full load or the equivalent thereof as determined by the Sabbatical Leave Committee.

12.5.6.2 Professional Projects. Applicants shall submit a detailed statement of the professional study projects to be undertaken. Such studies need not be undertaken under the auspices of a collegiate institution; however, they must constitute an organized program of full-time study, research, or creativity designed to enhance the teacher's performance and, which will benefit the college and the students of the college. Projects may include study and/or original research in a given field, the creation of music, art,

dance, literature, film, and theater so long as the project is relevant to the applicant's field of expertise for which s/he is employed by the District.

- 12.5.6.3 Travel. Applicants must submit a detailed statement of the proposed itinerary. The program or statement submitted under the above activities shall include plans to increase the teacher's knowledge in all or part of the following general areas: subject areas; teaching techniques, educational psychology; understanding of the cultural, political, and social history of human learning.

12.5.7 Applicants and Reports.

- 12.5.7.1 Applications for sabbatical leave shall be reviewed by the Sabbatical Leave Committee.
- 12.5.7.2 Applicants whose applications have been denied by the Committee shall be informed, in writing, of the reasons for denial. Annually, the Committee shall determine whether such applicants will be allowed two (2) weeks to revise such applications in accordance with Committee guidelines and to resubmit for reconsideration, if desired. Resubmitted applications for leaves approved by the Committee will be ranked and placed below applications approved initially.
- 12.5.7.3 Applications for sabbatical of either one (1) semester or (1) year shall not be carried over from one (1) application period to the next, but must be resubmitted for new consideration.
- 12.5.7.4 The Committee shall make a report to the Board which shall include a statement as to which applicants are recommended and in their order of priority, and, which applicants are not recommended. The criteria for each applicant shall include (a) the program proposed for sabbatical leave; (b) value to be received by students, college, and District; (c) number of years of service in the District and elapsed time since the previous sabbatical leave.

12.5.8 Sabbatical Leave Modifications.

- 12.5.8.1 Faculty whose sabbatical applications have been approved may propose changes to their sabbatical leave plan. The process for requesting changes and specific criteria for evaluating change requests shall be communicated to faculty at the time of their original sabbatical leave approval. All changes to sabbaticals are subject to approval by the Sabbatical Leave Committee. Changes made without prior approval or failure to complete the Sabbatical Leave plan as approved shall result in consequences as stated in 12.5.9.2
- 12.5.8.2 The Sabbatical Leave Committee will respond to a modification request within ten (10) working days of District receiving it. Applicants shall be informed, in writing, of the Committee's decision.

12.5.9 Return from Sabbatical.

12.5. 9.1 Each employee shall file with the Sabbatical Leave Committee within thirty (30) days after return to duty (October 1 for spring semester or full-year leaves, March 1 for fall leaves), (a) a transcript of work taken and grades earned; or, (b) a summary of his/her travel together with a statement of the educational benefits derived and any other evidence that he/she has met the objectives stated in the initial application.

12.5. 9.2 An employee shall not be considered as having completed the requirements of sabbatical leave until the report has been approved by the committee and approved by the Chancellor and the Board. Failure to meet the requirements as approved by the Board may result in such Board action as is necessary to protect the interests of the District, including monetary sanctions.

12.5. 9.3 The employee shall, unless he/she otherwise agrees, be reinstated in the position held at the time of granting of the sabbatical.

12.5. 9.4 Employees granted a sabbatical leave are required to enter into a written agreement with the Board guaranteeing full-time service to the District for the equivalent of twice the period of the leave.

12.5. 9.5 Both the Board and District shall be free from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District when the death or injury occurs while the employee is on any sabbatical leave.

12.5. 9.6 District will forgive sabbatical leave service obligation if the faculty member dies while serving his/her sabbatical leave or prior to repaying service obligation to the District.

12.5. 10 Sabbatical Leave Committee. Shall consist of the following:

12.5. 10.1 A non-voting representative of the District administration shall act as the presiding officer.

12.5. 10.2 Presidents of the colleges.

12.5. 10.3 Deans of instruction or equivalents at the colleges.

12.5.10.4 A total of eight (8) faculty members, to serve two (2) year terms, selected/elected from faculty at each of the colleges proportional to the number of faculty at each college.

12.5. 11 Grievability.

12.5. 11.1 No grievance may be filed in regard to any decision of the Sabbatical Leave Committee other than for alleged procedural violation.

12.5. 11.2 Where a procedural violation is alleged, the individual shall, within fifteen (15) work days of the time the individual knew or should have known of such violation, file a request for hearing with the United Faculty.

12.5. 11.3 The United Faculty shall investigate the alleged violation, and within fifteen (15) work days of receipt, shall determine no violation occurred, or, shall file with the chairperson of the Sabbatical Leave Committee a request for hearing by the committee.

12.5. 11.4 The Sabbatical Leave Committee shall consider the alleged violation and shall make the final and binding determination of the grievance and of the remedy to be applied, if applicable.

12.5. 12 STRS Credit For Full Year Sabbaticals. Full-time service credit for sabbatical leave, after July 1, 1956, is available to employees on a full-year sabbatical leave. The teacher will make the same contribution to the State Teachers' Retirement System that would have been paid had he/she been a full-time teacher during that period and the District will make the contribution for the District and state costs.

12.5. 12.1 To receive full-time service credit for the period of sabbatical leave as provided under Education Code Section 87767, payment shall be made as follows:

12.5.12.1.1 The teacher shall pay to the system additional contributions based on the compensation which is the difference between compensation earned and the compensation earnable during the period of sabbatical leave in the amount of the member's regular contribution rate as applied to such compensation; and,

12.5.12.1.2 The District shall pay to the system the correct amount of such compensation as employer and state cost of granting service credit.

12.5.12.2 Regular interest due on all contributions required under this procedure from the end of the school year during which sabbatical leave was taken until date of payment of such contributions shall be paid by the employee. If the teacher pays the required contribution under this procedure by June 30 of the year in which the leave was taken, there is no interest charge.

12.5.12.3 The State Teachers' Retirement System will inform County Schools Office and the District Payroll Department of the amount to be paid and the manner in which it is to be paid. Members will complete a deduction form provided by the Payroll Department authorizing payment of the extra contribution.

12.6 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:** For accidents or illnesses that are job-incurred, unit members shall be provided leave benefits under the following provisions:

12.6.1 Allowable leave shall be sixty (60) days during which the colleges of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.

12.6.2 Allowable leave shall not be accumulated from year to year.

- 12.6.3 Industrial accident or illness leave shall commence on the first (1st) day of absence.
- 12.6.4 When a faculty member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- The phrase, "full salary," as utilized in this section, shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- 12.6.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 12.6.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.
- 12.6.7 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87780, 87781 and 87786, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination for the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- 12.6.8 During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to, and retained by, the employee for periods covered by such salary warrants.
- 12.6.9 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California, unless the Governing Board authorizes travel outside the state.
- 12.6.10 When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of his/her prior assignment, the District shall provide first (1st) priority in assigning such a person into classes where his/her disability, in the discretion of the District, does not hinder the performance of the duties required of him/her if he/she is otherwise qualified. With mutual agreement with the unit member, the District may also assign an employee into a position that can reasonably accommodate his/her performance of duties required by the position, despite his/her disability, prior to the exhaustion of leave of absence.

12.7 **SICK LEAVE:**

- 12.7.1 Sick Leave Entitlement.

- 12.7.1.1 Sick leave entitlement of twelve (12) days a contract year shall be credited at the beginning of employment and at the start of each succeeding fiscal year (July 1) to full-time employees and shall accumulate from year to year. Fractional assignments shall receive proportionate leave entitlement.
- 12.7.1.2 Sick leave for hourly teaching ("C" and 'A/C' contract) shall be earned at the rate of one (1) hour for each nine (9) hours taught.
- 12.7.1.3 Sick leave for temporary, "C", or 'A/C' contract counseling shall be earned at the rate of one (1) day for each twenty (20) days service.
- 12.7.1.4 Sick leave for temporary, "C", or 'A/C' contract service in other categories shall be credited at the rate of one (1) day for each full-time calendar month.
- 12.7.2 All sick leave shall be accumulated into one (1) entitlement for each employee, and, all leave used shall be charged against the same account.
- 12.7.3 Sick leave shall be charged against the employee's entitlement at the rate of one (1) day or one (1) hour sick leave charged for each calendar day or hour absent, as applicable. Sick leave charged for partial day absences shall be computed according to the percentage of the week's assigned classes missed or the portion of the day's classes missed, whichever is the lesser amount. If office hours are missed, whether or not those hours are the faculty member's only assignment for the day, 1/8 (.125) of a day of sick leave shall be deducted for each office hour missed. District "Procedures For Calculating Sick Leave For Full Time Faculty" shall be used in calculating sick leave.
- 12.7.4 Employees must be in active employment or on paid leave to earn or use sick leave. Employees on extended illness leave are eligible to earn or use sick leave whether or not they have reported for work on the first (1st) day of the school year. Sick leave may be applied only on those days when the employee is required to report for duty but cannot do so because of illness or injury. Employees who become ill or who are injured, but who are not required to report, may not be charged sick leave credits.
- 12.7.5 Members of the unit quarantined by a public health officer because of the illness of another shall receive full pay and shall not have the absence charged against their accumulated sick leave.
- 12.7.6 Leave for maternity-related disability shall be in accordance with statutory requirements.
- 12.7.7 Credit for sick leave of absence need not be accrued prior to taking sick leave by the unit member, and, such leave may be taken at any time during the fiscal year, not to exceed the balance of the unit member's sick leave entitlement through June 30 of that fiscal year.
- 12.7.8 Any unit member who is on paid status while on sick leave, or other paid leave, shall continue to earn all leave benefits to which entitled if employed full-time. A unit member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits, but shall not accrue any additional sick leave benefits during such periods of absence.

- 12.7.9 When a unit member has exhausted his/her sick leave benefits and is absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall receive the difference, if any, between a substitute's salary, if hired, and his/her regular salary during the period of such absence to a maximum of five (5) school months within the regular college year.
- 12.7.10 Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code.
- It shall be the responsibility of the unit member to notify the Chancellor's Office, in writing, of the name and address of the District by whom he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.
- 12.7.11 All sick leave rights or accumulations shall be cancelled when a full-time unit member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing District upon request pursuant to the provisions of the Education Code.
- 12.7.12 Proof of Illness
- 12.7.12.1 Any unit member utilizing sick leave benefits under provisions of this Article shall provide the administration with a signed absence report, and if absent five (5) or more consecutive duty days, shall provide the administration, upon request, with a statement verifying his/her fitness to return to duty.
- 12.7.12.2 The District may require a physician's statement for absences of less than five (5) days where a pattern of absence can be shown or where there is cause to believe there is abuse of leave. A doctor's statement will not be necessary unless the employee has been warned in advance. The United Faculty will be notified if a warning has been given.
- 12.7.13 When a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be granted at the rate of one and two-tenths (1.2) days for each month of completed service.
- 12.7.14 The Chancellor or President, after notification to United Faculty, may no more than once in any two-year period with regard to any one member, select a physician of District choice and expense to examine any unit member. The member shall be released from duties for all time required and there shall be no charge against the member's leave allowance during such visit or visits required for examination. Such examination shall be at reasonable times and places and under reasonable circumstances for the member and physician, and shall involve no more than one visit to any physician, office, clinic, or hospital, except as normally required to complete the examination. Examining physician reports, at District expense, shall be furnished the member. District assumes full and sole responsibility for any damages/expenses arising from operation of this section, and indemnifies and holds harmless United Faculty from loss, liability or obligation arising from operation of this section.
- 12.7.15 Donation of Sick Leave: The District shall allow unit members to donate sick leave to individual employees who have suffered long-term disabilities or illnesses. Donating

unit members shall retain a thirty (30) day balance of sick leave after their donation and may donate no more than twenty-five (25) days of sick leave per year. The donation form is Appendix I.

Part-time faculty may receive sick leave donations from any employee, and may donate accumulated sick leave to other part-time faculty following the same requirements as outlined above. Part-time faculty may not donate sick leave to full-time employees.

12.8 **EDUCATIONAL CONFERENCE LEAVE:** The Chancellor or College President may grant to Regular and Contract I, II, and III members leave with pay to attend educational conferences and meetings which have as their purpose or theme programs which will improve the operation of the District, or, the ability of the employee to perform their duties more effectively.

12.8.1 **Educational Conference Leave for Part-time Faculty:** The Chancellor or College President may grant to part-time faculty and full-time faculty teaching A/C assignments leave with pay to attend educational conferences and meetings that have as their purpose or theme programs which will improve the operation of the District, or, the ability of the employee to perform their duties more efficiently. Part-time faculty and full-time faculty teaching A/C assignments on paid conference leave will be paid for their regularly scheduled hours while on paid conference leave.

12.9 **MILITARY LEAVE:** Unit member shall be granted military leave in accordance with State of California Education and Military and Veterans Codes upon submission of official orders.

12.10 **PARENTAL LEAVE:** Unit members shall be granted federal Family and Medical Leave, California Family Rights Act and Pregnancy Disability Leave in accordance with federal and state law.

12.10.1 **Maternity Leave:** Unit members shall be granted rights under federal Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave in accordance with federal and state law.

12.10.1.1 Members shall be granted a leave of absence from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. As stipulated in Education Code Section 87766 "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 and the employee's physician."

12.10.1.2 As stated in Education Code Section 87766, in the event of absence due to medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, employee shall be entitled to utilize the available sick leave plan. The employee may also apply for coverage to the disability insurance carrier, according to its procedures.

12.10.1.3 After the member has exhausted the sick leave the member shall, upon written request submitted at least thirty (30) working days prior to the expiration of the plan, be placed on extended maternity leave for one additional semester. Extended maternity leave is provided without pay. The employee may also apply for coverage to the disability insurance carrier, according to its procedures.

12.10.1.4 The member shall have the option to choose leave without pay, instead of the sick leave plan. This may also be extended for one additional semester. The member must provide thirty (30) working days notice of the option.

12.10.1.5 Maternity leave beyond that provided for above may be requested and granted at the discretion of the governing board.

12.10.1.6 Members shall be eligible, at the member's request, for reduction in workload for the maximum of one semester after expiration of maternity leave. All provisions of Article 15 are to apply except that District concurrence shall not be required and the member must provide thirty (30) working days notice of the intention to reduce workload. The member must then return to full-time employment, unless further reduction in workload is requested by the member and granted by governing board.

12.10.2 Paternity Leave

The member shall be entitled to use Family Leave days per Section 12.11.1 and then be granted twelve (12) days of differential pay in the event of medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom (to the mother of the employee's child). The date on which the leave shall commence shall be determined by the employee and the physician caring for the mother of the employee's child. Such time must be within reasonable time before or after birth.

12.10.3 Adoptions When absence is necessary because of the adoption of a child, the member shall be entitled to use personal necessity leave seven (7) days and then be granted seven (7) days of differential pay.

12.11 **FAMILY LEAVE:**

12.11.1 In the event of absence required by sickness of a member of the immediate family, the employee shall be entitled to up to six (6) days of sick leave.

12.11.2 Unit members who have provided more than one (1) year of continuous full-time service may request and be provided up to four (4) additional months unpaid family leave within any 24-month period.

12.11.2.1 Family leave of absence may be taken due to the birth or adoption of a child or due to a serious illness of a child (natural, foster or adopted).

12.11.2.2 Family leave may be granted to care for a parent or spouse who is experiencing a serious health condition.

12.11.2.3 Employee may be asked to use other paid leave prior to being placed on unpaid leave status. (Refer also to FEHC Regulations.)

12.11.3 Unit members may apply for additional days of Catastrophic Family Leave, subject to the conditions and following the procedures outlined below with approval contingent on funds in the identified account and, if needed, additional sources mutually agreed upon by the UF and the District. Funds for this plan will come from the existing UF Co-Pay Reimbursement account of \$50,000 annually. The plan will be administered by District Human Resources as outlined below.

- 12.11.3.1 Annually, the District will move any remaining funds from the “UF Co-Pay” account from the prior corresponding year into a “UF Catastrophic Family Leave” account. (e.g. unused co-pay funds from 2016-17 will be moved to the 2017-18 family leave account).
- 12.11.3.2 Faculty members who have exhausted their family leave options, including family leave and personal necessity leave, may apply for additional paid leave.
- 12.11.3.3 Eligibility will be determined based on FMLA/CFRA standards.
- 12.11.3.4 If approved by District Human Resources, the college will be reimbursed the average “C” rate for replacing the approved faculty member.
- 12.11.3.5 Reimbursement will be on a first-come, first-served basis, and approval will be contingent on available funds.
- 12.11.3.6 Unused funds remaining in the “UF Catastrophic Family Leave” account at the end of the year will not roll over into the subsequent year.
- 12.12 **RELIGIOUS OBSERVANCE LEAVE:** Temporary, contract and regular faculty may be granted a leave with pay for special religious observances of the employee's faith falling on a regular workday.